

TERMS AND CONDITIONS FOR PURCHASES

1. General. These Terms and Conditions for Purchases (“T&Cs”) are automatically incorporated in and applicable to any sale and purchase of goods, equipment, materials, deliverables, services or work (each individually and collectively, the “Purchases”) described in a purchase order (“Order” or “Statement of Work”) issued or signed by Genesis Alkali, LLC and/or one or more of its subsidiaries (each the “Company”) to the vendor selling Company such Purchases, as identified in the Order (“Supplier”). Except where a separate, valid written agreement signed by Company and Supplier (individually a “Party” and collectively, the “Parties”) expressly governs the sale and purchase of the Purchases or where the face of the Order to which these T&Cs are attached directly conflicts (in which case, such Order face or written agreement shall govern and supersede any conflict contained in these T&Cs, these T&Cs along with each Order (collectively, the “Contract”) contain the entire understanding between Company and Supplier with respect to such Purchases and shall supersede all prior and contemporaneous understandings, correspondence, negotiations, and dealings thereon. Supplier’s acknowledgement of the Order, shipment, or commencement of work on the Order’s Purchases (whichever occurs first) shall constitute Supplier’s acceptance of the Contract. No amendment, addition to, or waiver of any portion of these T&Cs or the Contract is effective unless expressly agreed to in writing by duly authorized representatives of Company, and prior to or in absence of such writing, shall not affect any rights of Company. Neither course of performance, course of dealing, usage of trade, or oral promise shall be used by Supplier to alter or interpret the Contract. Any communication or document from Supplier containing other or different terms or conditions than the Contract shall not be deemed Supplier’s rejection of this Contract, and the same are expressly rejected and disclaimed by Company and shall be deemed immaterial. If an Order is deemed to accept an “offer” by Supplier, any conflicting terms of Supplier shall be excluded, and such acceptance is specifically conditioned upon the ratification by Supplier of these T&Cs and the Order as the sole governing provisions. These T&Cs shall govern over any conflict in the Order unless the Order expressly states otherwise.

2. Price; Payment. The Order is a firm price order and sets forth Supplier’s total compensation thereunder. In the absence of indication of price by Company, Supplier shall not fill the Order at a price higher than the lower of the last price quoted or charged to Company for the Purchases or the then prevailing market price without Company’s written consent. Travel and expenses shall not be reimbursed unless otherwise expressly permitted by Company in the Order and only as incurred consistent with Company’s travel and expense reimbursement policies. The prices charged for the Purchases covered by the Order are and will be the lowest prices charged by Supplier to purchasers of a class similar to Company for Purchases similar to those specified in the Order. If the Order applies to successive Purchases by Company, and Company can buy such Purchases (i) of like or better quality at a price that will result in a lower delivered cost to Company, or (ii) on terms otherwise more favorable to Company as determined by Company in its sole discretion (in either case, “Favorable T&Cs”), then Company may notify Supplier in writing of such Favorable T&Cs, and Supplier shall have an opportunity to meet such Favorable T&Cs from and after the date of Company’s notice. If Supplier fails to agree (within thirty (30) days of the date of Company’s written notice,) to honor such Favorable T&Cs from and after notice, Company may obtain the Purchases from the third-party offeror at such Favorable T&Cs, and the quantity of any such purchase shall reduce any volume (or proportion, if services or work (“Services”)) obligation of Company under the Order without imposing any additional obligation or modifying any rights of Company. All market price determinations arising under this Contract shall be made in Company’s sole and reasonable discretion. All invoices must include Company’s respective Order number. Company will pay undisputed invoices net 60 (net sixty) from invoice receipt or after all invoiced Purchases have been received, inspected and accepted by Company (at the destination, if goods, equipment, materials or deliverables (“Goods”), whichever is later. Invoices must be submitted to Company no sooner than the shipping date (with proof of shipment) for the Purchases (if Goods), or the first date on which the Purchases are performed and accepted by Company (if Services). Any conversion between currencies for payment purposes shall be done at a market rate quoted by a publicly-available market source, such as Bloomberg or similar widely-used currency information provider. Supplier shall resolve or mitigate any currency restrictions preventing Company from making timely payment. Payment by Company shall not act as an acceptance of or forfeit any of Company’s rights to test or inspect the Purchases and any related documentation. Each invoice must reference the respective Order number. If Company makes any deposit or prepayment on account of Purchases that have not been delivered and accepted pursuant to the Contract, Supplier shall grant Company a security interest (as that term is defined in the Uniform Commercial Code) in such Goods and in the raw materials and supplies to be used to manufacture the same or deliver any Services, and Supplier agrees to execute, deliver, and bear the filing costs of all documents necessary and appropriate to evidence and perfect said security interest including, but not limited to, appropriate financing statements.

3. Packaging. For any and all Goods, Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Supplier must bill all returnable containers on a separate memo invoice. Supplier shall ensure (i) Company’s Order number (if any) is stated on, and a copy of such Order is included in full with, each respective packing list and shipping document, whether such list or document is issued by Supplier, any third-party or Subcontractor; and (ii) any Purchase, good or material delivered to Company containing any obvious, underlying or latent chemical requiring an accompanying associated Safety Data Sheet (“SDS”) (for example, mercury in a thermometer) must be identified and communicated in writing immediately to Company prior to or upon acceptance of the respective Order and such SDS must accompany each shipment thereof. A failure to comply with items (i) or (ii) of this Section shall subject the shipment or delivery to rejection by Company. Return transportation charges will be collect and for Supplier’s account. Company’s weight or count will be accepted as final and conclusive on all shipments not accompanied by a packing list referencing the same.

4. Delivery; Performance. Time is of the essence with respect to Supplier’s obligations under the Contract. Supplier shall furnish all necessary supervision, qualified personnel, materials, systems, and equipment and shall work such hours (including night shift, overtime, weekend

and holiday work) as may be required to assure timely delivery and performance of the Purchases, regardless of whether delivery or performance is in installments. Company need not accept shipments sent C.O.D. without its consent and may return them at Supplier’s risk and expense. Unless the Order states otherwise, all deliveries of Goods will be DDP (Incoterms® 2020) Company’s designated delivery address. Company shall have a reasonable time to reject conspicuous Non-Conforming Purchases (as defined in Section 12 hereof) post-delivery or post-performance thereof.

5. Title; Risk of Loss. Notwithstanding anything to the contrary, title and risk of loss to conforming Purchases shall transfer to Company upon delivery to Company’s destination, and title to any plans, drawings and specifications or other intellectual property related to the Purchases shall be fully vested in and remain with Company on the earlier of creation or Company’s receipt thereof and may be used by Company for any purpose. Supplier shall identify all Purchases as the property of Company unless Company explicitly waives identification in writing.

6. Subcontractors. Supplier may engage third parties (each a “Subcontractor”) to provide all or part of the Purchases, provided Supplier obtains Company’s prior written consent in Company’s sole discretion. Supplier shall be responsible for any breach of the Contract or any acts or omissions by any of Subcontractor (and its respective subcontractors (of any tier), and any of Supplier’s and Subcontractors’ (of any tier) employees, agents, or affiliates, if any) as if such breach, acts or omissions were those of Supplier. Supplier shall be solely responsible for payment of all Subcontractors and shall INDEMNIFY, DEFEND AND HOLD HARMLESS Company and Company’s parent and subsidiary entities (and each of their respective officers, directors, members, parents, subsidiaries, agents, and employees (each an “Indemnitee”) from and against any loss, cost, damage or expense arising out of or related to any liens filed in connection with the Purchases (except for liens filed as a result of Company’s failure to pay Supplier in accordance with this Contract), including, without limitation, all expenses and reasonable attorneys’ fees related thereto.

7. Warranties. Supplier warrants that the Purchases are and will be: free from contamination, damage and defect; free from defects in materials, design and workmanship; merchantable and in full conformity with the Contract, Company’s specifications, drawings and data (if any or, if none, in accordance with Supplier’s published documentation, description, documentation and samples) and come with all necessary instructions for use and maintenance; free of infringement against any third-party patent, copyright, trademark, trade secret, or other intellectual property; fit for the Company’s intended use when Supplier knows, or has reason to know, of such use; provided in a careful, thorough and workmanlike manner using the standards of care, skill and diligence in accordance with the highest industry standards provided by a professional in the provision of similar Purchases; and conveyed with good title, rightful transfer and free and clear from all liens, claims and encumbrances. Supplier further warrants that (i) for duration of the Order, Supplier has the right to enter and perform under this Contract and no bankruptcy, receivership, insolvency, or reorganization proceeding has been commenced against Supplier, (ii) all Purchases, marketing, packaging, export, import, re-export, transfer, shipping, and prices charged therefor, along with all performances provided by Supplier in relation to such Purchases, comply with all applicable laws, rules, decrees, orders, guidelines, standards and regulations (collectively, “Laws”), (iii) Supplier will obtain, at no additional expense to Company, all licenses, rights, registrations or permits necessary in connection with Supplier’s provision of the Purchases necessary to perform and for Company to enjoy the full benefit and use of such Purchases, and (iv) on Company’s request, Supplier will promptly assign to Company at no additional cost all assignable third-party warranties and rights with respect to the Purchases.

8. Changes. Supplier shall notify Company in writing at least ninety (90) days prior to implementing any change in the Purchases, or any materials, specifications, processes, sources, locations, or test methods related thereto, for the Parties’ mutual assessment of whether such change could impact Company’s operations or the Purchases. If the proposed change could cause an adverse effect, or if Supplier is unable under the Laws to provide such prior notice, Company may choose to terminate unperformed portions of any Order without prejudice or penalty or proceed and receive an equitable deduction in price as determined in Company’s sole and reasonable discretion.

9. Onsite Purchases. If Supplier will be physically present at any Company location (“Onsite”), (i) Supplier represents that it has had the opportunity to examine the Onsite conditions over, in, and under the area where the Purchases will be provided before its acknowledgment and acceptance of the Contract and shall not be entitled to make, nor shall it make, any claim for extra expenses or otherwise as a result of any such condition, (ii) Supplier shall comply with all Onsite rules and policies of Company communicated to Supplier, including Buyer’s Site-Specific Terms and Conditions (“SSTC”) found at <https://www.genesisenergy.com/alkalisuppliers>, security procedures and general health and safety practices, procedures, and requirements, as well as all Laws, (iii) Supplier shall at all times keep Company’s facilities clean, leaving them in good order and condition, and (iv) Supplier shall have a representative with supervisory authority Onsite at all times while such Purchases are being delivered or provided.

10. Term; Termination. The Contract shall commence on the date on which the Order is issued or signed by Company (if both, whichever is earlier) and shall continue for as long as Purchases remain to be provided thereunder (“Term”), unless otherwise specified in the Contract. Notwithstanding, in addition to its other available rights and remedies, all of which are cumulative, Company may terminate the Contract, in whole or in part, (i) with immediate effect if Supplier fails to perform or comply in any respect with any portion of the Contract and, in such event, Company shall thereafter have the right to complete all or such portion of the Purchases as Company may determine, and Supplier shall be responsible for any additional expenses incurred by Company in doing so; or (ii) on at least five (5) days’ prior written notice to Supplier. On receipt of Company’s termination notice, Supplier shall promptly take all action necessary to minimize any related costs and liabilities and, as of the termination effective date, shall immediately cease any provision or delivery of the terminated Purchases. Supplier shall continue timely performance of any part of the Contract not otherwise terminated. Within thirty (30) days of the Contract’s earlier expiration or termination, and in

TERMS AND CONDITIONS FOR PURCHASES

any case on Company's request, Supplier shall deliver and return to Company (in accordance with Company's instructions) any of Company's property and Confidential Information in Supplier's (or any Subcontractor's) possession or control. Following the earlier of expiration or termination of the Contract, and as properly invoiced by Supplier, Company agrees to pay Supplier (x) in the case of any finished, conforming Goods (I) the Order price to the extent that Company requests and accepts delivery of all or part of any such completed Purchases, or (II) in the case of any undelivered Purchases of Goods, and only in event of termination under (ii) of this Section 10, for the difference, if any, between the Order price and the market price for the same (if lower) as of the termination notice date or expiration; and (y) in the case of any custom-made Purchases, (A) the portion of the Order price representing the stage of completion of such Purchases as of the termination notice date or expiration if Company requests and accepts delivery of any incomplete, raw or partially -processed or -assembled custom and conforming Goods or partially-performed and conforming Services Purchases, or (B) in the case of any undelivered Purchases of custom Goods or Services the portion, and only in event of termination under (ii) of this Section 10, the Order price representing the stage of completion of the Purchases as of the termination notice date or expiration, reduced by the higher of the market or scrap value of the same or underlying materials.) The foregoing sentence represents the entire liability of Company and the exclusive remedy of Supplier for any damages arising from or related to the Purchases, and Company shall have no obligation to pay Supplier for any other amount (including, but not limited to, for indirect damages or loss of anticipated sales or prospective profits, regardless of whether Supplier incurred expenses, made investments or expenditures, or assumed obligations with any third party in connection with the Purchases). Notwithstanding anything to the contrary, provisions of this Contract that, by their nature or context, are intended to survive will remain in force after any termination or expiration, including, without limitation, those concerning remedies, warranties, indemnification, intellectual property, insurance, confidentiality, and the Section titled "Miscellaneous" under these T&Cs.

11. Excusable Delay. Neither Party shall be liable for delay or failure to perform hereunder due to any unforeseeable occurrence beyond its reasonable control or fault that cannot be overcome by reasonable diligence and without undue expense, including, without limitation, any practical inability to use the Purchases or to make, use or sell any products manufactured, formulated or processed from the Purchases (an "Excusable Event"). The Party requesting a performance excuse due to an Excusable Event shall give the other Party prompt notice and the estimated duration thereof. If Supplier is impeded from delivering Purchases by reason of such an Excusable Event, Company may elect any or combination of: to extend the period for delivery of Purchases by the resulting period of delay or to reduce the quantity of Purchases ordered by the deliveries or portions thereof omitted during such period; or, if such causes continue for more than ten (10) days, Company may terminate all or part of the Contract upon written notice. Notwithstanding anything else herein, Supplier's economic hardship, labor difficulties or changes in market conditions are not at any time considered Excusable Events. If an Excusable Event diminishes Supplier's production or service capacity, Supplier may reduce delivery or performance of the Purchases to Company during the delay period, provided Supplier delivers to or performs for Company a pro rata share of Supplier's capacity based on Company's then current forecast during the delay period.

12. Company Remedies. If Supplier offers, delivers or provides any contaminated, damaged, incomplete or defective Purchases or fails to perform in accordance with the Contract or Company's instructions, specifications, drawings or delivery date ("Non-Conforming Purchases"), in addition to other rights or remedies available to Company, Company may elect by written notice one or more of the following remedies: (i) reject such Non-Conforming Purchases with no further obligation therefor; (ii) terminate the Contract (in whole or to the extent of such Non-Conforming Purchases); (iii) return such Non-Conforming Purchases and charge Supplier all costs, expenses and damages related to the return; (iv) cover with conforming Goods or Services from Supplier or any third party and charge Supplier for any loss, additional costs and damages incurred; (v) require Supplier to refund (if prepaid), repair, replace or otherwise correct any such Non-Conforming Purchases without further expense to Company; (vi) retain such Non-Conforming Purchases and charge Supplier for any damages arising therefrom; or (vii) withhold (until the Non-Conforming Purchases are corrected or refunded in full by Supplier) or offset a corresponding portion of any payment due to Supplier. In addition to the rights set forth herein, if reasonable grounds for insecurity arise as to Supplier's expected performance (including, without limitation, timeliness), Company may upon written notice to Supplier, terminate the Contract in whole or part within ten (10) days after Company's written demand for adequate assurance where Supplier fails to provide such adequate assurance. Company shall have sole discretion on what satisfies such demand). Any repair or replacement of Non-Conforming Purchases shall be subject to these T&Cs. Any applicable statute of limitations runs from the date of Company's actual discovery of the Non-Conforming Purchases.

13. Indemnity; Infringement. Supplier shall INDEMNIFY, DEFEND, AND HOLD HARMLESS each Indemnitee from and against all claims, liabilities, damages, fines, penalties, judgments, assessments, losses, joint or several, and expenses (including reasonable attorneys' fees), arising out of or relating to any act or omission of Supplier, including, without limitation, Supplier's: (i) provision of the Purchases; (ii) breach of contract; (iii) failure to adhere strictly to Company's safety procedures and processes; or (iv) negligence, recklessness, fraud, or willful misconduct. Company shall notify Supplier in writing of any such indemnification claim and shall provide such assistance, at Supplier's expense, as reasonably required in defending the suit or proceeding (provided, on notice to Supplier, an Indemnitee may retain the right to defend itself at its sole cost and discretion, and Supplier shall not then settle or otherwise obligate any Indemnitee in any manner absent such Indemnitee's prior written consent). In addition to the foregoing, if Company notifies Supplier that the Purchases (or any portion thereof) are alleged or found to infringe the intellectual property rights of any third party, and Company's use thereof is therefore inhibited or prevented, Supplier shall, at its option and sole expense: (a) procure for Company and its successors and assigns the right to continue using the infringing Purchases; (b) replace them with substantially equivalent non-infringing Purchases acceptable to Company; or (c) modify them so they become non-

infringing with substantially equivalent performance acceptable to Company. Absent (a), (b) or (c), and reserving all rights available under Laws and the Contract, Company may at its option return the infringing Purchases to Supplier at Supplier's expense with no further obligation or, if paid for, Supplier shall promptly refund the full purchase price and original shipping costs to Company.

14. Insurance. During the Term and for a period of one (1) year thereafter, Supplier shall maintain insurance coverage in compliance with this Section of such types and in such amounts as necessary to protect Company against liabilities that may arise from Supplier's performance of (or failure to perform) its obligations under this Contract, including, without limitation, Supplier's indemnification obligations hereunder. Such policies shall be primary and noncontributory and must include, at minimum, workers compensation or employer liability insurance, comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and, if applicable and typical in relation to the Purchases provided, professional liability insurance and automobile insurance in appropriate and typical policy limit amounts. Upon Company's request, Supplier shall furnish evidence of such insurance to Company in a form acceptable to Company. Supplier shall cause Company and Company's parents and subsidiaries to be named as "additional insured" in connection with all policies except Supplier's professional liability and workers' compensation policies. Supplier waives all rights of recovery or subrogation against Company for damages to the extent covered by the insurance obtained, whether or not such damage was caused by the negligence, strict liability or other actions or inactions of Company. Supplier must notify Company at least thirty (30) days in advance of any cancellation or nonrenewal of any required policy. Nothing in this Section shall be deemed to excuse Supplier from compliance with any requirement pertaining to financial responsibility or insurance imposed by this Contract or under any Laws.

15. Confidentiality; Non-Solicitation. All confidential or proprietary information accessed or made available to Supplier by Company or its affiliates, including, without limitation, specifications, samples, designs, plans, customer or vendor information, pricing, the existence and content of this Contract, research, development, technical, economic or business information, "know-how" and data (however disclosed and whether or not identified as "confidential") (the "Confidential Information"), shall be used by Supplier solely for purposes of performing this Contract during the Term and may not be disclosed or copied except (i) as agreed by Company in writing in advance, (ii) to employees, agents, and Subcontractors who have a bona fide need to know such information to fulfill the obligations under this Contract and who are bound by confidentiality obligations to protect such Confidential Information no less stringent than those contained herein, or (iii) where Supplier is required by Laws to disclose the Confidential Information provided, as permitted by Laws, Supplier shall have delivered Company sufficient advance notice and detail of any such disclosure request, Supplier reasonably cooperates with Company's efforts to obtain a protective order or other measures to protect the Confidential Information from disclosure and Supplier limits the disclosure to the greatest extent possible under the circumstances. In addition to other rights and remedies available under Laws or equity, Company shall be entitled to request Supplier to return or destroy (at Company's option) any such Confidential Information and shall be entitled to injunctive relief and specific performance, without posting bond or indemnity, for any violation of this Section. This Section shall not apply to information that is demonstrated by Supplier to be: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party who was not under any obligation of confidentiality. If a separate, valid written agreement signed by the Parties expressly governs Buyer's Confidential Information, such written agreement shall govern and supersede any conflict contained in these T&Cs. During the Term and for a period of one (1) year thereafter, Supplier shall not divert any business of the Company or Company's affiliates, agents, customers or vendors to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the same (provided, that the foregoing shall not be violated for bona fide, general advertisements not targeted at Company or Company's affiliates, agents, customers or vendors).

16. Intellectual Property. Unless otherwise specified in the Order, Company shall own all right, title and interest in and to any and all intellectual property, including, without limitation, inventions, original works of authorship, plans, maps, drawings, models, findings, conclusions, data, discoveries, developments, concepts, materials, improvements, trade secrets, techniques, processes, computer programs, writings, and know-how, whether or not patentable or registrable under copyright or similar laws, which are conceived or reduced to practice by Supplier solely or jointly with others in the provision of the Purchases or performance of this Contract, all of which are "works for hire." All special dies, mold, patterns, jigs, fixtures and any other assets that Company furnishes to Supplier or specifically pays for, for use in the performance of the Contract shall be and remain Company's property, shall be for Company's exclusive use, shall be held at Supplier's risk and shall be equal to the replacement cost with loss payable to Company. Any intellectual property generated in connection with the Contract shall be assigned by Supplier to Company without cost or expense to Company, and Supplier agrees to take appropriate action to assign such rights.

17. Taxes. Unless otherwise provided in the Order, the Order price for the Purchases shall be inclusive of all governmental sales, use or value-added taxes (or analogous taxes, if any), duties, levies, fees, tariffs, excises, import/export duties, assessments, licenses fees, and other charges applicable to Company in connection with the Order (excluding taxes based on Supplier's net or gross income, privilege, capital, net worth, property or franchise taxes or similar taxes or assessments ("Income-Based Taxes")), and each of the foregoing shall be separately itemized in Supplier's invoice. Company may provide Supplier with certificates or other valid proof of exemption. If Company is required under Laws to withhold Income-Based Taxes, Company shall (i) deduct the same from the amount otherwise remittable to Supplier under the Order, (ii) pay the same to the proper taxing authority, and (iii) send the original receipt documenting any Income-Based Tax levied, with Supplier receiving the net amount. Supplier shall reimburse and INDEMNIFY, DEFEND AND HOLD HARMLESS the Indemnitees in full for any of the foregoing payment for which Supplier is responsible under this Section.

TERMS AND CONDITIONS FOR PURCHASES

18. Code of Conduct. During the Term, Supplier shall fully comply with Company's Supplier Code of Conduct as then in effect, found at <https://www.genesisenergy.com/alkalisuppliers>.

19. Conflict Minerals. Supplier shall provide Company with supply chain data as and when Company reasonably requests to enable Company and its customers to fulfill their legal obligations under the Dodd Frank Wall Street Reform and Consumer Protection Act. Specifically, Company may request data from Supplier concerning "conflict minerals" used in Supplier's Goods, the origin of such minerals in Supplier's supply chains, and whether trade in these minerals may support conflict in the Democratic Republic of the Congo (DRC) and its adjoining countries. Company may require Supplier, to perform due diligence on the chain of custody of conflict minerals in the supply chain. In addition, Supplier may be required to make certifications to Company with respect to the use of conflict minerals. Company will evaluate and may terminate the Contract with Supplier if Supplier's supply chain is determined to include the purchase of minerals that support conflict in this region, or if Supplier fails to timely provide relevant data or certifications upon Company's request.

20. Records; Inspection; Audit. Supplier shall maintain complete books and records, including inspection and chain of custody records, with respect to all Purchases, which records shall be in English and be available to Company during performance of this Contract and until the later of (i) four (4) years after final payment; (ii) final resolution of any dispute involving the Purchases delivered hereunder; or (iii) the latest time required by applicable Laws. After reasonable notice by Company, Supplier shall at any time (x) grant to Company, Company's customers or any applicable regulatory authority, unrestricted access to (or if Company so requests, provide Company copies of) such books and records, wherever such books and records may be located (including third-party repositories), and (y) provide Company, Company's customers or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at Supplier's premises, including manufacturing and test locations, for the purpose of enabling Company to verify compliance with the requirements of the Contract or for any other purpose indicated by Company's customers or said authority in certification, manufacture, use or connection with the design, development or support of the Purchases. Supplier and its Subcontractors shall grant access to all facilities and all reasonable assistance for the safe performance of the inspection, test, audit and/or investigation.

21. Miscellaneous. This Contract is duly authorized by Supplier and shall be binding upon and shall inure to the benefit of Company and its successors and assigns. The Contract shall be governed, interpreted and construed in English and under the laws of New York without regard to its conflict of laws principles. Notwithstanding, where (i) the Parties' performance under the Contract occurs wholly within any one country outside of the USA, and (ii) the Parties are both incorporated in that country, the Contract shall be governed by, construed, and enforced in accordance with the laws of that country. Venue for any dispute or action arising out of or related to an Order will lie solely in courts located in Wyoming, provided Company may, at its sole option, elect to bring any dispute or action in any other jurisdiction. Supplier hereby waives any objection that such venue is an inconvenient forum or improper. Whenever the word "or" is used in these T&Cs, it shall not be deemed to be exclusive. In any dispute proceeding between the parties in connection with this Contract, the majority prevailing Party will be entitled to recover its reasonable attorney's fees and costs in such proceeding from the other Party or parties. Except as otherwise provided herein, in the event of a dispute between the Parties, Supplier shall continue performing its obligations under the Contract unabated unless otherwise instructed by Company. The Contract sets forth the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all prior and contemporaneous understandings, negotiations, and dealings between them. If any provision of the Contract shall be held invalid or unenforceable, the remaining provisions shall not be affected. The relationship of the Parties is that of independent contractors. Nothing in this Contract shall be construed to constitute, create, give effect or otherwise imply a joint venture, agency, partnership or other formal business organization or any employer/employee relationship of any kind between the Parties or their respective Subcontractors, nor shall it create any third-party beneficiaries. Any assignment, transfer, or delegation of all or part of the Contract without Company's prior written consent shall be null and void. Any waiver by Company must be made in an express writing, and Company's failure to insist on Supplier's strict or timely performance shall not be deemed a waiver by Company. Notices required hereunder must be in writing and effective when delivered or mailed certified to the address listed in the Order. This Contract may not be amended without a writing signed by an authorized employee of Company.