



Stolle Machinery Company LLC
6949 S. Potomac Street
Centennial CO 80112 USA
Phone: 303-708-9044

Commercial Invoice For Customs Clearance

Invoice Number: 533593
Date: 8/20/2026

Bill To
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

Consignee
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

80800
EXW Centennial Dock CO Inco 2020
90 Days Net

SHIPPING METHOD
NUMBER PCS / WEIGHT
B/L
SEE BELOW
1.00 / 259.00 kg
1 crate 47x31x28 57lbs

INCOTERMS
TERMS
PRO NO
ITN

Order No.	PO Number	HS Classification	Qty. Delivered	Unit Value	Total Value	Net Weight	Net Weight
Line No.	Part Number	Country of Origin	Unit of Measure	USD	USD	Each	Total
Rel No.	Part Number Description		Notes				
C309320	2026000226	4016950000	7.00	195.21	1,366.47	0.661	4.63 kg
1	090161	UNITED STATES	EA				
1	AIR BAG, FRONT H/D PISTON						
		Total HS Code - DOMESTIC	7.00		1,366.47		4.63 kg
		Total HS Code - FOREIGN					
		Total HS Code - TOTAL					
C305224	2026000133	4016950000	7.00				
1	307494	7307290000	80.00	9.66	772.56	0.002	0.12 kg
1	TUBE, AIR/VAC HI-FLO ROTARY TRIP	UNITED STATES	EA				
		Total HS Code - DOMESTIC	80.00		772.56		0.12 kg
		Total HS Code - FOREIGN					
		Total HS Code - TOTAL					
C310691	2026000263	7307290000	80.00				
2	084381	7318240000	20.00	1.48	29.52	0.023	0.45 kg
1	SNAP RING	UNITED STATES	EA				
		Total HS Code - DOMESTIC	20.00		29.52		0.45 kg
		Total HS Code - FOREIGN					
		Total HS Code - TOTAL					
C307004	2026000171	7318240000	20.00				
1	217100	8302600000	6.00	234.00	1,404.00	0.113	0.68 kg
1	LATCH, FOUNTAIN LOCK RMO 8"	UNITED STATES	EA				



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		Total HS Code - DOMESTIC		8302600000	6.00	1,404.00	0.68 kg
		Total HS Code - FOREIGN		8302600000			
		Total HS Code - TOTAL		8302600000	6.00	1,404.00	0.68 kg
C309320	2026000226			8413600030	1.00	1,039.50	7.536
2	093092			CZECH REPUBLIC	EA		7.54 kg
1	PUMP, 17 GPM HYDRAULIC PARKER						
C307009	2026000169			8413600030	1.00	1,039.50	7.536
2	093092			CZECH REPUBLIC	EA		7.54 kg
1	PUMP, 17 GPM HYDRAULIC PARKER						
C302632	2026000050			8413600030	2.00	7,958.79	19,504
2	222324229			UNITED STATES	EA	15,917.58	39.01 kg
1	ASSY, VIKING PUMPO-PRO, IEC						
	MOTOR						
		Total HS Code - DOMESTIC		8413600030	2.00	15,917.58	39.01 kg
		Total HS Code - FOREIGN		8413600030	2.00	2,079.00	15.07 kg
		Total HS Code - TOTAL		8413600030	4.00	17,996.58	54.08 kg
C307453	2026000188			8443913000	2.00	21.47	0.023
1	214043			UNITED STATES	EA	42.93	0.05 kg
1	SLAPPER						
C307004	2026000171			8443913000	12.00	50.44	0.009
2	217109			UNITED STATES	EA	605.23	0.11 kg
1	BLOCK, CAM LOCK RMO 8"						
		Total HS Code - DOMESTIC		8443913000	14.00	648.16	0.15 kg
		Total HS Code - FOREIGN		8443913000			
		Total HS Code - TOTAL		8443913000	14.00	648.16	0.15 kg
C302186	2026000029			8466940002	40.00	97.25	0.130
21	QT450-344-02-KIT			UNITED STATES	EA	3,889.80	5.20 kg
2	KIT, SHAFT & SCREW						
C302186	2026000029			8466940002	20.00	97.25	0.130
21	QT450-344-02-KIT			UNITED STATES	EA	1,944.90	2.60 kg
1	KIT, SHAFT & SCREW						
		Total HS Code - DOMESTIC		8466940002	60.00	5,834.70	7.80 kg
		Total HS Code - FOREIGN		8466940002			
		Total HS Code - TOTAL		8466940002	60.00	5,834.70	7.80 kg



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C310485	2026000242	9603500000	1.00	24.69	0.113	0.11 kg
1	QT450-185-01	UNITED STATES	EA			
1	BRUSH					
Total HS Code - DOMESTIC		9603500000	1.00	24.69		0.11 kg
Total HS Code - FOREIGN		9603500000				
Total HS Code - TOTAL		9603500000	1.00	24.69		0.11 kg

Grand Total: 28,076.68 68.03 kg

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	28.00	47.00	31.00	in	0.00	259.00	kg
Total					0.00	259.00	kg

Signature


These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
***PRODUCT IS SOLD IN USD AND PAID IN US CURRENCY**

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LC ("Seller"). Acceptance is conditional upon all terms and conditions stated on the face and reverse sides of this document. The Purchaser's assent to these terms and conditions shall be conclusively presumed: (a) if the Purchaser retains this Acknowledgment without objection for ten (10) days after receipt, or (b) if the Purchaser accepts all or any part of the goods.
The Seller expressly rejects any terms or conditions proposed by the Purchaser that differ from or add to those stated herein. Once accepted, this order may only be modified in writing, signed by the Seller.

SEND WIRE TRANSFERS TO:
BANK ADDRESS:
Sumitomo Mitsui Banking Corp Los Angeles
601 S. Figueroa Street, Suite 1800
Los Angeles, CA 90017 USA
ACCOUNT NO.: 4531689170
ABA ROUTE NO.: 122041594 (Wires)
ABA ROUTE NO.: 122041594 (ACH)
When using an ACH payment method, please provide details of payment to your account representative
BENEFICIARY: Stolle Machinery Company, LLC
S.W.I.F.T.: SMBCUS33



Stolle Machinery Company LLC
6949 S. Potomac Street
Centennial CO 80112 USA
Phone: 303-708-9044

Packing List

Packing List Number : 529912
Packing List Date: 08/20/2026

Delivery Address
808
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

Customer Address
808
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
BAGHDAD

SHIPPING METHOD
NUMBER PCS / WEIGHT
SEE BELOW
1.00 / 259.00 kg

Shipment Reference : 533593
Customer Reference : Abbas

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
21	1	C302186	QT450-344-02-KIT	KIT, SHAFT & SCREW	0.1300	2026000029		20.00	EA
21	2	C302186	QT450-344-02-KIT	KIT, SHAFT & SCREW	0.1300	2026000029		40.00	EA
2	1	C302632	222324229	ASSY, VIKING PUMP O-PRO, IEC MOTOR	19.5045	2026000050		2.00	EA
1	1	C305224	307494	TUBE, AIR/VAC HI-FLO ROTARY TRIP	0.0015	2026000133		80.00	EA
2	1	C307009	093092	PUMP, 17 GPM HYDRAULIC PARKER	7.5363	2026000169		1.00	EA
1	1	C307004	217100	LATCH, FOUNTAIN LOCK RMO 8"	0.1134	2026000171		6.00	EA
2	1	C307004	217109	BLOCK, CAM LOCK RMO 8"	0.0091	2026000171		12.00	EA
1	1	C307453	214043	SLAPPER	0.0227	2026000188		2.00	EA
1	1	C309320	090161	AIR BAG, FRONT H/D PISTON	0.6610	2026000226		7.00	EA
2	1	C309320	093092	PUMP, 17 GPM HYDRAULIC PARKER	7.5363	2026000226		1.00	EA
1	1	C310485	QT450-185-01	BRUSH	0.1134	2026000242		1.00	EA
2	1	C310691	084381	SNAP RING	0.0227	2026000263		20.00	EA

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	28.00	47.00	31.00	in		259.00	kg
Total					68.03	259.00	kg



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ALL DISCREPANCIES MUST BE REPORTED TO STOLLE MACHINERY COMPANY, LLC ("SELLER") IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE ORDER. FAILURE TO REPORT DISCREPANCIES WITHIN THIS PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE ORDER AS RECEIVED.

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LLC ("Seller"). Acceptance is expressly conditioned on Purchaser's agreement to all terms and conditions set forth on the face and reverse side of this document. Purchaser's assent to these terms and conditions shall be conclusively presumed upon Purchaser's receipt of this document without objection. After acceptance, this order may only be modified by a written instrument signed by Seller.

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations (EAR). Diversion contrary to U.S. law is prohibited.

STOLLE MACHINERY COMPANY, LLC GENERAL TERMS AND CONDITIONS

In Seller's opinion, either the financial condition of Purchaser or Purchaser's Affiliates or other grounds warrant such action. Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable to Seller at the time of termination. In either event, Seller shall retain all rights in and to the Goods, including the right to repossess the Goods, and shall be entitled to collect any amount owed by Purchaser or any of Purchaser's Affiliates to Seller or to any of Seller's Affiliates against any amount payable by Seller in connection with the Order.

5. RISK OF LOSS, OWNERSHIP, AND TITLE.

Unless otherwise agreed in writing signed by Purchaser and Seller, title, ownership, right of possession and risk of loss with respect to the Goods shall remain with Seller until the Goods are placed at the disposal of Purchaser at the point of shipment. Until such time as Seller has received full payment for the Goods sold hereunder, Seller shall have available all rights at law or equity to a secured seller, including the right to enter upon the premises where such Goods shall be located for purposes of removing same, or reentering, impounding, and all such rights shall be cumulative.

6. DELAYS; FORCE MAJEURE.

Any shipping schedules set forth in Seller's quotation are based on information available to Seller at the time of quotation and are subject to change based upon information (i) subsequently disclosed in the Order or otherwise by Purchaser, or (ii) which is complete and which contains necessary specific data on Seller to proceed with design and manufacture, is true and not accepted by Seller. If a specific shipping (d) schedule is required by Purchaser, Seller shall be responsible for the performance of the Order not later than the date of receipt by Seller of a copy of the Order not later than the date of receipt by Seller of a copy of the Order. If a specific shipping date is designated other than the date hereof or subsequently by Seller, Seller shall use reasonable efforts to meet such shipping date, but shall have no liability to Purchaser if Seller is unable to do so, including without limitation liability for incidental and consequential damages for delays in delivery. Notwithstanding anything to the contrary in the Agreement, Seller will not be liable for delays in filling the Order or failure in the performance of any of its obligations.

herein if caused by any acts or circumstances beyond the reasonable control of Seller,

including, without limitation, accidents, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), shortages of labor, materials, fuel, or power, fires, hurricanes, tornadoes, high winds, earthquakes or other Acts of God, acts or omissions of Purchaser, governmental actions or restraint of war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic or other public health crisis, strikes or other delays affecting carriers, telecommunications, breakdown or power outage.

7. INFRINGEMENT.

Subject to the limitations set forth in the Section of the Agreement, Seller agrees to indemnify Purchaser and hold Purchaser harmless from and against any and all claims, damages, losses, costs, expenses, attorney's fees and other intellectual property rights that at the time of Purchaser's acceptance of the Order, Acknowledgment or receipt of the Goods, are owned by or claimed by a third party, including without limitation, claims by third parties, provided that said Goods are in the condition furnished to the Purchaser by Seller and are being used for the purposes contemplated by the Agreement. Seller's liability respecting infringement shall be limited to the purchase price of the particular Goods raising the infringement charge, adjusted by straight line depreciation based on a ten-year life. Where the infringement arises from a severable component of an assembly, such as a tool part which is severable from an assembly such as a press, Seller's liability shall be limited to the ten-year straight line depreciated price or replacement price or cost of said component. Purchaser agrees to indemnify Seller, its successors and assigns, against all court assessed damages and costs resulting from infringement of any United States Letters Patent or other intellectual property right to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Purchaser. Neither party shall be entitled to indemnification as to any claim for which it does not give prompt notice to the other party including notice respecting indemnification hereunder, and full opportunity to defend itself against the claim. Seller shall not be liable for infringement of intellectual property rights owned or controlled by Seller, but the foregoing shall not be understood to limit in any way the right of Purchaser to use and sell such Goods in the event that such Goods as sold hereunder are covered by a patent or other intellectual property right owned or controlled by Seller.

8. AFFILIATES.

Part or all of the Order may be performed and part or all of the rights hereunder against Purchaser may be enforced by Seller or by one or more of Seller's Affiliates.

9. INSTALLATION.

Unless otherwise indicated, the quoted prices do not include installation or other services which may be provided by Seller. If such services are provided by Seller upon Purchaser's request, Purchaser shall be charged in accordance with Seller's prevailing schedule of charges for the applicable services. If Seller's personnel will be working in an area of Purchaser's plant with union personnel, Purchaser must make all necessary arrangements for Seller's personnel to perform installation work in harmony with applicable laws. Purchaser acknowledges (a) that Seller may elect to perform services remotely using audiovisual equipment or other technology where Seller determines that such remote provision of services is safe and (b) that such remote provision of services may be subject to additional terms and conditions not set forth in this Agreement, including without limitation, the requirement that Seller obtain all applicable permits and pay all applicable fees and charges prior to Seller performing any installation work.

10. CONFIDENTIALITY.

All nonpublic, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller or any of its affiliates or representatives to Purchaser, whether disclosed orally or released, disclosed or accessed in written, electronic or other form or media, and whether or not marked

Purchaser, by accepting the material as goods associated with the Order Acknowledgment, by any performance hereunder and/or by written acknowledgment, accepts the order contained herein and such acceptance of this offer is expressly limited to the terms. The Order Acknowledgment, as so accepted, and the terms are sometimes collectively referred to here as the "Agreement." Purchaser acknowledges receiving or having access to these terms, including all items incorporated here in by reference, whether by electronic or written means or otherwise.

2. WARRANTY.

(a) Seller warrants that the Goods are of its own manufacture, at the time of shipment, materially conform to the description provided by Seller that accompanies the Order Acknowledgment and be conveyed with good title free from security interests, liens and encumbrances unknown to Purchaser. Seller also warrants Goods manufactured by Seller to be free from material defects in material and workmanship for a period of.

For equipment manufactured by Seller that is properly installed, maintained and operated under normal conditions, fifteen (15) months from the date of shipment.

For decorator color kits manufactured by Seller that are the date of shipment;

For other kits manufactured by Seller that are properly installed, maintained and operated under normal conditions, nine (9) months from the date of shipment; or For spare parts manufactured by Seller that are properly installed, maintained and operated under normal conditions, thirty (30) days from the date of shipment.

SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE

OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTY.

EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. Seller

makes no warranty whatsoever with respect to goods manufactured by independent suppliers, manufacturers or other third parties. Warranties with respect to such goods are limited to those which are offered by such suppliers and which are transferable. Seller's warranty does not cover damage and this warranty is null and void with regard to damage caused in whole or in part by abuse, alteration of the Goods, casualty, failure to adhere to Seller's specifications, modification of the Goods, ordinary wear and tear, use of the Goods in a manner not designed for the Goods, and use of non-specified parts in the Goods. This warranty is contingent upon Seller's receipt of notice in writing from Purchaser of the defect prior to expiration of the applicable warranty period, and evidence that the Goods were properly installed and not subject to any of the above excluded conditions. Any suggestions made by the Seller concerning use of applications for such Goods reflect Seller's opinion only and Seller makes no warranty of results to be obtained from the Goods. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. LIMITATION OF REMEDY.

(a) Seller's sole remedy for any breach of its warranty is expressly limited to Seller's choice of (i) repair or replacement of defective Goods, (ii) the replacement thereof with conforming Goods at the trade term no not conforming or defective Goods, or (iii) the replacement of that portion of the purchase price, excluding out of pocket expenses, for the defective Goods, which may be returned at the cost of Seller only after representation by nonconforming or defective Goods, such may be returned at the cost of Seller only after upon receipt of nonconforming or defective Goods. Seller may be required to refund the purchase price of the Goods to the extent of the defect in the Goods, but the refund shall not be required to exceed the purchase price of the Goods. Seller shall have fifteen (15) days from receipt of any Goods provided hereunder to inspect such Goods and determine if the Goods are nonconforming or defective Goods, or for any shortages, omissions, or damages. If Purchaser wishes to make a claim for nonconforming or defective Goods, or for any shortages, omissions, or damages, Seller must notify Seller in writing prior to the expiration of the fifteen (15)-day inspection period and permit inspection by Seller of such Goods. No Goods may be returned without prior written authorization from Seller.

(b) Purchaser shall have fifteen (15) days from receipt of any Goods provided hereunder to inspect such Goods and determine if the Goods are nonconforming or defective Goods, or for any shortages, omissions, or damages. If Purchaser wishes to make a claim for nonconforming or defective Goods, or for any shortages, omissions, or damages, Seller must notify Seller in writing prior to the expiration of the fifteen (15)-day inspection period and permit inspection by Seller of such Goods. No Goods may be returned without prior written authorization from Seller.

(c) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA OR DIMINUTION IN VALUE OR FOR ANY CONSEQUENT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT

THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN NO EVENT

SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT,

WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH

LIABILITY IS BASED.

4. PAYMENT.

Unless otherwise stated herein, prices are FCA Seller's location on Incoterms 2020, as defined by Seller, and Purchaser shall reimburse Seller for all taxes, duties, fees or other charges which Seller may be required to pay to any federal, state, local, or provincial government or other governmental entity upon the production, sale, documentation, delivery and/or transportation of the Goods sold hereunder. Payment terms are net thirty (30) days from the date of Seller's invoice, and Seller shall invoice Purchaser within thirty (30) days of receipt of the Goods. Payment shall be made by Seller to Seller, including but not limited to, bank transfers, checks, or otherwise. Time is of the essence with respect to all payments. Purchaser shall incur interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law on amounts not paid in accordance with the Agreement. Foreign shipments will be paid for in United States dollars based on a confirmed irrevocable letter of credit to be opened no later than thirty (30) days before shipment, or by special terms agreed upon in writing. Such amounts shall be paid upon presentation of documents, if Purchaser fails to make timely payments or fails.

described or otherwise identified as confidential in connection with the Agreement, is confidential, solely for the use of the Goods as contemplated by the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to inquire into or copy or otherwise use any information contained in or derived from any documents, records, or information that Seller obtains from any source, in connection with the Agreement, that may be confidential or non-disclosure. This Section of these terms does not apply to information that is (a) in the public domain, (b) known to Purchaser at the time of disclosure, or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

11. CANCELLATION; CHARGES BY PURCHASER.

Seller, plus 15% markup incurred under the Order through the effective date of such cancellation. Seller shall submit an invoice for cancellation charges to Purchaser within thirty (30) days of Seller's written acceptance of cancellation notice. Purchaser shall pay such invoice in full within thirty (30) days of invoice date. In the event delivery postponement is accepted by Seller's written consent, Purchaser shall be responsible for all transportation and storage costs incurred as a result of delivery postponement.

12. TRADE TERMS.

The trade terms used herein (for example, FCA Seller's location, etc.) shall have the meaning defined by "Incoterms 2020" published by the International Chamber of Commerce, except as modified herein.

13. ARBITRATION: Any controversy or claim arising out of or relating to the present contract, including the Order and the Agreement, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Rules. The place of arbitration shall be Denver, Colorado. Any arbitration may be entered in any court having jurisdiction thereof. The place of arbitration shall be Denver, Colorado.

14. SAFEGUARDING.

Purchaser assumes and shall bear all responsibility to order, install and use adequate and sufficient safeguards, work handling tools and safety devices to fully protect the operator and any other user of the Goods sold hereunder at all times in accordance with legal requirements under applicable federal, state, local, provincial and other laws and codes and industry accepted standards. Seller shall have no liability to Purchaser whatsoever for the failure of Purchaser to order, install or use such safeguards, work handling tools or safety devices and Purchaser agrees to indemnify, defend, and save Seller harmless from all liabilities, claims, demands, losses and expenses (including reasonable attorneys' fees) resulting from failure to order, install and use such safeguards, work handling tools or safety devices.

15. INDEMNITY.

Other indemnity provisions notwithstanding, Purchaser shall release, hold harmless, indemnify and defend Seller from and against any liabilities (including, without limitation, liability for negligence or strict liability), losses, claims, suits and costs on account of personal injuries (including death), or property loss, or damage to persons or property, arising out of or from the design or use of the Goods, or the design or use of the containers as made in material compliance with the Purchaser's designs or specifications or arising out of or relating to any misuse, modifications, alterations or changes by Purchaser of or to the Goods supplied hereunder or any software or other intellectual property embodied in or otherwise used in connection with the Goods.

16. OTHER:

(a) All technical advice or assistance furnished by Seller to Purchaser with regard to use of Goods sold hereunder is provided gratis, and Seller assumes no obligation or liability for such advice or assistance given or results obtained.

(b) Purchaser's inability to accept Goods on schedule and requests postponement of delivery. Purchaser shall pay Seller for all storage and handling charges for the Goods after the first scheduled delivery date, plus a service charge of one and one-half percent (1.5%) per month of the purchase price of such Goods.

(c) The Agreement and any right or interest hereunder may not be assigned by Purchaser without Seller's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation releases Purchaser of any of its obligations under these terms.

17. GOVERNMENT: Seller shall be governed by and construed under the laws of the State of Colorado, excepting those provisions relating to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

18. COMPLIANCE WITH LAWS.

Purchaser shall comply with all applicable laws, regulations and permits that it needs to carry out its obligations with respect to the Agreement. Without limiting the generality of the foregoing:

(a) Purchaser shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of the Goods requiring any government import clearance. Seller may terminate the Agreement if any governmental authority imposes countervailing duties or any penalties on the Goods. Seller will have no liability to Purchaser in the event that an export license is delayed, not approved or is later withdrawn or suspended. Purchaser's obligation to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract obligations. Purchaser shall immediately notify Seller in the event that Purchaser, or in the case of resale, the Goods by Purchaser, any of Purchaser's Affiliates, or any person acting on behalf of any of the foregoing, is subject to any investigation or sanction of any governmental authority or is being debarred from any such entity during the performance of the Agreement, in which case Purchaser may immediately terminate the Agreement without liability to Purchaser.

(b) Purchaser shall comply with the U.S. Foreign Corrupt Practices Act and all other applicable and corrupt on laws and regulations in the United States or any other jurisdiction in that may be applicable to the Goods or Purchaser's purchaser thereof, including, without limitation, the European Union.