

**Article 1. APPLICABILITY.**

This document contains the complete and exclusive statement of the terms of the contract between King Automation, Inc. ("KING AUTOMATION") and you ("Company, which shall include a Customer to which King Automation Inc. is supplying services or a Supplier from which King Automation Inc. is purchasing, as applicable"). This document governs all sales of goods and services between Company and KING AUTOMATION. It supersedes all previous requests, quotations, or agreements which are hereby merged into these Terms and Conditions. If you accept any Proposal from KING AUTOMATION, whether the terms of such Proposal are subsequently negotiated and/or changed, you will be deemed to have agreed to these Terms and Conditions. Any additional, different, or subsequent terms will not be part of the Proposal unless approved by KING AUTOMATION in writing and signed by a duly authorized representative of KING AUTOMATION. A copy of these Terms and Conditions need not be attached to every Proposal issued to you in order to be effective and to govern that Proposal.

**Article 2. EXCLUSIVITY.**

These Terms and Conditions are exclusive and in lieu of all other terms and conditions appearing on Company's order, or any documents attached or incorporated into the order, or elsewhere and apply to all quotations made and orders accepted by Company unless specifically stated to the contrary in writing and signed by a duly authorized representative of KING AUTOMATION.

**Article 3. PURCHASING LIMITATION AND CONDITION PRECEDENT.**

This section shall govern transactions in which KING AUTOMATION is purchasing goods or services from Company. In such transaction, Company shall only provide the goods or services identified and itemized in the Purchase Order issued and signed by the Purchasing/Financial Department of KING AUTOMATION. Company shall not initiate performance until it has received an executed or official Purchase Order from the Purchasing/Financial Department of KING AUTOMATION. The issuance of the Purchase Order from the Purchasing/Financial Department of KING AUTOMATION shall be condition precedent to Company's performance. Emails or text messages discussing a purchase SHALL NOT evidence a purchase, be treated as a purchase order/purchase order extension or permit Company to initiate performance.

*I. Additional Services or Goods Subsequent to the Initial Purchase.*

In the event, KING AUTOMATION needs to purchase additional goods or services from Company, then KING AUTOMATION shall issue a new purchase order. The same terms and conditions included in this section shall apply in full force and effect to the additional purchase orders.

**Article 4. NONCONFORMING GOODS OR SERVICES.**

KING AUTOMATION shall not be liable or responsible to pay for goods or services that do not strictly conform to the purchase order. Company shall immediately notify KING AUTOMATION's Purchasing/Financial Department upon deciding or discovering that its performance does not strictly conform to the Purchase Order issued by KING AUTOMATION.

**Article 5. RIGHT TO INSPECTION.**

Upon Company's delivery of goods, KING AUTOMATION shall have the right to inspect the goods before the right to payment by Company is realized. Such inspection shall not constitute acceptance of the goods. KING AUTOMATION shall have the right to reject, in whole or in part, any nonconforming delivery. Expenses of inspection, if any, shall be borne by Company if the goods are rejected as nonconforming. KING AUTOMATION shall at its sole discretion elect to purchase conforming cover goods or permit Company to cure the nonconformity in a reasonable time dictated by KING AUTOMATION.

*I. Preserving evidence of goods in dispute.*

Either party on reasonable notification to the other and for the purpose of ascertaining the facts and preserving evidence has the right to inspect, test and sample the goods including such of them as may be in the possession or control of the other. The parties may agree to a third-party inspection or survey to determine the conformity

or condition of the goods and may agree that the findings shall be binding upon them in any subsequent litigation or adjustment.

- II. If Company gives no instructions within a reasonable time after notification of rejection KING AUTOMATION may store the rejected goods for the Company's account or reship them to him or resell them for the Company's account with reimbursement from the seller or out of the proceeds for reasonable expenses of caring for and selling them. Such action is not acceptance or conversion.

**Article 6. RISK OF LOSS.**

The transfer of the risk of loss of goods shall be FOB destination.

**Article 7. SERVICES.**

KING AUTOMATION agrees to provide to Company all Services identified and itemized in the Proposal or Order documents provided to Company by KING AUTOMATION.

**Article 8. INDEPENDENT CONTRACTOR.**

With respect to the Services, KING AUTOMATION shall be an independent contractor. KING AUTOMATION shall be responsible for all the following: providing any wages or other employment-related benefits to Employees of KING AUTOMATION; making all appropriate tax, social security, Medicare and other withholding deductions and payments; providing worker's compensation insurance coverage for Employees of KING AUTOMATION; and making all appropriate unemployment tax payments.

**Article 9. MANAGEMENT FOR CONTRACT INCLUDING SERVICES.**

- I. It shall be the Company's responsibility to control, manage, and supervise the work of the Employees assigned to Company's project or assigned to perform any part of the work included in KING AUTOMATION's proposal or order documents. Employees shall not be required or requested to perform any service that is beyond the scope of their job description or assignment given to them by KING AUTOMATION. In no event shall any Employee be assigned or permitted to perform any other duties or functions for Company without the express written consent of KING AUTOMATION. Furthermore, in no event shall any Employee be permitted to operate a motor vehicle for Company without the prior written consent of a duly authorized representative of KING AUTOMATION.

- II. Should Company require an Employee to perform the duties or functions of a position not explicitly agreed-upon by KING AUTOMATION or not within the Employee's job description, KING AUTOMATION may, in its sole and absolute discretion, deem these Terms and Conditions breached by Company and take whatever action it deems necessary or appropriate. In the event of a breach under this Article, Company shall be liable to KING AUTOMATION for all claims, damages, losses, or expenses relating to such breach. KING AUTOMATION shall not be liable for any claims, costs, expenses, damages, obligations, or losses arising from or in connection with negligent acts or omissions of any Employee(s). Company shall indemnify KING AUTOMATION and hold it harmless against and from such claims made or brought by third parties related to work Company required Employees to complete that are considered duties outside of the Employee's job description. Company will indemnify and defend KING AUTOMATION with respect to any and all claims that Company took action in violation of federal, state, and/or local laws, including costs of suit, settlement, and reasonable attorneys' fees related to work Company required Employees to complete that are considered duties outside of the Employee's job description.

**Article 10. ACCOUNTING FOR SERVICES PROVIDED.**

For contracts in which Company is providing on site services to KING AUTOMATION, Company must require and ensure that all employees or those entities or individuals they hire to perform the contracted services use the onsite time clock every day to clock in and out. The Onsite Project Manager must sign off weekly for all hours submitted. Company acknowledges and agrees that KING AUTOMATION must rely on the Onsite Time Clock to account for all hours expended by Company, and to ensure the performance of the contracted services in a timely manner. Failure to adhere to this term shall constitute forfeiture of payment by Company.

**Article 11. SERVICES DELAYS.**

The time frame for performing the services of KING AUTOMATION shall either be agreed directly with the Company or specified by KING AUTOMATION in the Proposal or Order documents. Only in a situation where time is expressly agreed to be essential in the sense of a fixed date transaction, a delay in delivery shall also constitute fulfillment of KING AUTOMATION's performance obligation.

- I. KING AUTOMATION's observance of delivery deadlines shall be subject to the completion of all requirements that are expected from the Company, in particular the receipt of the necessary arrangements (including documents, archives, digital files, software, etc.) to be provided by the Company, necessary approvals etc., as well as the fulfillment of the payment conditions agreed upon by the Company. If these prerequisites are only partially fulfilled or not fulfilled at all, the respective deadlines will be extended accordingly.
- II. Company's subsequent requests for modifications or additional services shall extend delivery deadline proportionately, as described in the "Additional Work" Article. This shall also apply to Force Majeure contexts, as stated in the "Force Majeure/Delays" Article.

**Article 12. ADDITIONAL WORK.**

If Company needs or requests KING AUTOMATION to perform work that will alter the scope of work identified or itemized in KING AUTOMATION's proposal or Order documents for the project identified in such Proposal or Order documents, then KING AUTOMATION shall be entitled to an adjustment in the Contract Price, Contract Schedule, and Scope of Work. KING AUTOMATION shall not be required to begin working on the additional or different work, until it has received a confirmation in writing, known as a Change Order, from Company that the Contract Price, Contract Schedule, and Scope of Work have been accordingly adjusted. KING AUTOMATION shall not be liable for any consequential, incidental, or actual damages, including liquidated damages, attorneys' fees, and costs, or penalties assessed against Company by any person or entity related to any delay in getting a Change Order signed or KING AUTOMATION's refusal to begin the additional or different work until such Change Order has been signed. To reiterate, no change will be made to the scope of Services unless KING AUTOMATION and Company agree in writing to the change and any resulting price, schedule, or other contractual modifications. If any change to any law, rule, regulation, or code, standard, or requirement impacts KING AUTOMATION's obligations or performance under this Agreement, KING AUTOMATION shall be entitled to a change order for an equitable adjustment in the price and time for performance.

**Article 13. WORK ENVIRONMENT.**

Company shall provide a safe and clean work environment that complies with all applicable local, state, and federal laws. Company agrees to train, certify, evaluate, and orient all Employees in all safety (IIPP, etc.), hazardous communication (MSDS Information, etc.), and operational instructions in the same manner as Company employees and as required by policy or by law, including but not limited to all federal OSHA and equivalent state agency requirements, guidelines, and standards. To the extent an Employee is obligated by law or regulation to meet site-specific training requirements, the Company shall provide the Employee with all necessary training before allowing the Employee to commence the specific assignment. Company will provide and require all Employees to wear all appropriate safety equipment. Company will notify KING AUTOMATION immediately in the event of an accident or medical treatment of any Employee and will provide KING AUTOMATION with a completed supervisor's report of any injury. In the event of an accident or other incident involving an Employee, KING AUTOMATION shall have the right to conduct an on-site investigation. Company shall cooperate with KING AUTOMATION in the conduct of its investigation.

**Article 14. COMPANY PROPERTY.**

Company agrees that in the event it supplies, provides, or otherwise allows Employees to use or have access to any property of Company (including but not limited to cell phones, laptop computers, tools, etc.), Company shall be solely responsible for any damage, repair, or loss associated with this property, and Company shall indemnify, hold harmless, and defend KING AUTOMATION against any claims made or brought for any damages or lost property of Company.

**Article 15. CONFIDENTIALITY.**

- I. On and after the term of this Agreement, KING AUTOMATION and the Consumer shall consider confidential all information received from KING AUTOMATION and/or the Consumer and all information compiled or generated by KING AUTOMATION and/or the Consumer under this Agreement, including but not limited to the quotation, the proposal documents, processes and procedures, know-how, methods and techniques used by KING AUTOMATION regarding the services performed, technical data, drawings, software code, plans and projections.
- II. Company shall not record or photograph/film any employee of KING AUTOMATION during their work activities. Surveillance for security reasons is exempted with the express authorization of KING AUTOMATION.
- III. KING AUTOMATION has a strong commitment to confidentiality, and it is strictly against the company code to unlawfully receive or utilize confidential information – e.g., trade secrets. This prevents KING AUTOMATION also from obtaining confidential information from other companies where Employees have previously worked that they are under an obligation not to disclose. When accepting to be in business with KING AUTOMATION, Company agrees to act in accordance with this policy.

**Article 16. OFFER, TERMS OF PAYMENT AND DEFAULT OF PAYMENT.**

- I. Any offer, agreement or amending agreement made in a verbal manner is non-binding and subject to confirmation in writing, signed by a duly authorized representative of KING AUTOMATION.
- II. The binding period for written and duly signed offers will be 2 weeks (14 days) from the issue date, unless differently stated in the offer itself, in which case the validity stated in the offer will be prevailing.
- III. Invoices from KING AUTOMATION will be considered accepted if the Company has not objected to them in writing within 2 days of receipt. Receipt shall be effective upon email of invoice to Company.
- IV. Payments should be made according to the deadlines stated in the Purchase Order accepted by KING AUTOMATION.
- V. Upon expiration of the Payment deadlines, the Company will be considered in default of payment without need for a warning, notice, or presentment, KING AUTOMATION shall be entitled to charge interest from the date of default until payment at the statutory default rate.
- VI. In case of default of payment, KING AUTOMATION reserves the right to pause work until the default is cured or terminate the contract.

**Article 17. NON-SOLICITATION.**

- I. Company shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Employee to leave the employ of KING AUTOMATION or hire or engage such Employee at any time during the period of Employee's service to Company or during the two (2) years immediately following such period. If Company breaches this non-solicitation provision, Company will pay as liquidated damages to KING AUTOMATION an amount equal to either (a) fifty percent (50%) of the Employee's first-year gross salary with Company, including guaranteed bonuses, or (b) fifty percent (50%) of the Employee's last year gross salary with KING AUTOMATION, including bonuses; whichever is greater. Further, in the event of Company's breach under this paragraph, KING AUTOMATION will be entitled to such injunctive relief described in paragraph (III) of this section.
- II. Company agrees that if prospective Employees are submitted to Company by KING AUTOMATION and Company subsequently, within two (2) years of submittal, hires such prospective Employee directly or through some other intermediary, Company will pay as liquidated damages to KING AUTOMATION an amount equal to either (a) not less than fifty percent (50%) of the Employee's first-year gross salary with Company, including guaranteed bonuses, or (b) not less than fifty percent (50%) of the Employee's last year gross salary with KING

AUTOMATION, including bonuses; whichever is greater. Further, in the event of Company's breach under this paragraph, KING AUTOMATION will be entitled to such injunctive relief described in paragraph III of this section.

III. Company acknowledges and agrees that the services KING AUTOMATION has or will render to Company are extraordinary and unique and that, accordingly, the injury KING AUTOMATION would suffer in the event of a breach or threatened breach by Company of the terms in paragraphs I and II of this section would be irreparable injury, not adequately compensated by monetary damages alone. Company therefore agrees that in the event of any breach or threatened or intended breach of the terms in paragraphs I and II of this section by Company, in addition to any other remedies at law or equity available to KING AUTOMATION (which in no way are hereby limited), KING AUTOMATION shall be entitled to injunctions, both temporary and final, enjoining and restraining such breach or threatened or intended breach, and Company hereby consents to the issuance thereof by any court of competent jurisdiction without bond. KING AUTOMATION may further assert such claims as it might have against Company for actual, incidental, consequential, punitive, and/or other damages resulting from the breach of the terms in paragraphs I and II of this section. Company shall be liable to KING AUTOMATION for all reasonable costs, expert witness fees, and attorney's fees that KING AUTOMATION incurs in connection with seeking such legal or equitable relief.

**Article 18. TRIAL PERIOD.**

If Company is not satisfied with the job performance of any Employee and notifies KING AUTOMATION in writing within the first four (4) working hours, Company will not be required to pay for those services. Once the Employee begins his/her next hour of work, Company agrees to pay for all hours charged for that Employee from the first hour of work.

**Article 19. NOTICES.**

Any notice or other communication ("Notice") required or permitted under these Terms and Conditions shall be in writing (e.g., letter, email, fax, etc.) and shall be addressed as follows: for physical letters or other documents. They should be addressed to KING Automation, Inc., ATTN: Legal Department, at 4300 Stone Station Rd, Roebuck, SC, 29376. For email and digital documents: [king.us@king-automation.com](mailto:king.us@king-automation.com). For facsimile: (864) 877-8872.

**Article 20. ATTORNEYS FEES.**

If any action shall be brought to enforce any term or for breach of any term of this Agreement, then Company shall be liable to KING AUTOMATION for all reasonable costs, expert witness fees, and attorney's fees that KING AUTOMATION incurs in connection with seeking such legal or equitable relief.

**Article 21. CHOICE OF LAW.**

These Terms and Conditions and any contract or agreement between Company and KING AUTOMATION shall be governed and construed in accordance with the laws of the State of South Carolina, without giving effect to the conflict of law provisions thereof. All parties agree that claims or disputes arising out of these Terms and Conditions must be decided exclusively and the parties agree and submit to the personal jurisdiction of the state or federal courts in Spartanburg County, South Carolina. All parties agree that venue in such court is proper.

**Article 22. EQUAL OPPORTUNITY.**

KING AUTOMATION is an equal opportunity employer and refers Employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, or other protected class status pursuant to applicable law. Company agrees and warrants that it will not reject Employees, or otherwise deem Employees unacceptable, or take any other action for any reason prohibited by federal, state, or local laws including but not limited to laws pertaining to employment discrimination or employee safety.

**Article 23. RATE ADJUSTMENTS.**

Within the first sixty (60) days of every calendar year, KING AUTOMATION reserves the right to adjust established billing rates with Company. This billing rate adjustment will include any statutory, employee benefit, or Employee compensation increases. KING AUTOMATION will submit a

revised Proposal reflecting the billing rate adjustment at the effective date of change. Any rate adjustment will be applicable on a forward basis only.

**Article 24. BENCHMARK OBJECTIVES.**

Company and KING AUTOMATION agree that establishing measurable benchmark objectives are important for the success of our Company's and/or Customer's project(s). Both parties agree to act in good faith in creating these mutually agreed upon benchmarks. Company agrees and acknowledges that other contractors may be hired by Company and that KING AUTOMATION is not responsible for any delays or actions of these other contractors hired by Company. In the event the other contractors hired by Company do not complete any task which is a prerequisite to KING AUTOMATION performing its benchmarked tasks, then the benchmarked tasks dates shall be automatically adjusted for the delay caused by the Company's other contractors. In the event KING AUTOMATION determines that the Company's other contractor is not on schedule to complete any prerequisite work necessary for KING AUTOMATION to perform its benchmarked task, then KING AUTOMATION may inform the Company that the Company's other contractor(s) are behind schedule and that the benchmarked tasks should be adjusted to account for the delay of the Company's other contractors. In the event the Company demands that KING AUTOMATION comply with the original benchmarked tasks after notice has been given to Company by KING AUTOMATION, then the Company shall immediately issue a change order for the new work at 1.5 times the original price for services. In any and all cases, Company shall give KING AUTOMATION written notice that Company is concerned about KING AUTOMATION not meeting its benchmarked tasks outlining in specific detail what the concerns are, and KING AUTOMATION shall have at least 5 business days to rectify or cure the concerns of Company. KING AUTOMATION may cure the Company's concerns by giving the Company within 5 business days a detailed schedule outlining how KING AUTOMATION will complete the benchmarked tasks as scheduled. In the event Company demands additional and/or replacement personnel without the notice and right to cure, then the demand for additional and/or replacement personnel shall immediately result in an automatic change order for new work at 1.5 times the original price for services. KING AUTOMATION shall be sole and exclusive determiner as to whether the benchmarked tasks are on schedule or not on schedule and whether additional or replacement personnel are necessary to accomplish the benchmarked tasks.

**Article 25. RIGHT TO SUBCONTRACT.**

Except when differently agreed and stated in the Offer prepared by KING AUTOMATION for Company or in the Purchase Order accepted by KING AUTOMATION from Company, KING AUTOMATION will not be obliged to perform its services in person; KING AUTOMATION may partially subcontract or commission its performance obligations.

**Article 26. INDEMNIFICATION, LIMITATION OF LIABILITY, AND WAIVER OF DAMAGES.**

I. *Limitations of Remedies.*

Company waives all claims against King for any cause of action accrued under, governed by, or any way related to these Terms and Conditions. Including claims based on or for a loss of business or profits or other consequential damages or for punitive or special damages of any kind, regardless of the cause. KING AUTOMATION shall be liable ONLY for any actual damage for breach of any contractual obligation of KING AUTOMATION.

II. *Indemnification.*

The Company agrees to indemnify, defend and hold KING AUTOMATION, and its employees, agents, harmless from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Company's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

**Article 27. REGULATORY MATTERS.**

**I. Prevailing Wage; Government Requirements.**

Company represents and warrants that the services to be provided by the Employees are not subject to any federal, state, or local prevailing wages requirements and that Company has not provided to KING AUTOMATION any applicable prevailing wage determinations and flow-down provisions. Company agrees that Company is responsible for the accuracy of any such wage determinations and agrees to indemnify KING AUTOMATION for any claims or costs which result from the inaccuracy of the Company provided wage determination including the failure to notify KING AUTOMATION that the services provided by the Employees are or were required to be paid at a prevailing wage. In addition, Company represents and warrants that the services to be provided by the Employees are not supporting a contract for the United States, local, or state government. Company agrees that Company is responsible for prior notification to KING AUTOMATION of any and all projects that support a contract with the United States, local, or state government.

**II. Aviation Regulations.**

Company represents that none of the services to be performed by any Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Company agrees to be solely responsible for making such determination(s), and Company agrees to indemnify KING AUTOMATION and hold KING AUTOMATION harmless for any claims, costs, or damages that may result from the Company's breach of its obligations contained herein.

**Article 28. TRAVEL.**

Employee(s) are not authorized to travel internationally without KING AUTOMATION's prior written permission. Company shall not request or require Employees to perform tasks that require international travel without KING AUTOMATION's prior written permission.

**Article 29. SEVERABILITY.**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provision shall not in any way be affected or impaired. A court may modify the invalid, illegal, or unenforceable provision to reflect the parties' original intent as closely as possible.

**Article 30. NON-WAIVER**

The waiver by KING AUTOMATION of any term or breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regards to any breach of the Agreement shall be construed to be a waiver of the breach.

**Article 31. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable law and regulations.

- I. The Company agrees to comply with legal requirements and provisions against corruption and unfair acts of competition.
- II. If KING AUTOMATION becomes aware of violations of the Company against anti-corruption legal provisions, KING AUTOMATION shall be entitled to terminate all contractual obligations, without prejudice to any available legal or equitable remedies.
- III. The Company shall provide compensation against all fines, sanctions and other claims which arise against KING AUTOMATION due to violations of anti-corruption and anti-bribery laws by the Company, in connection with KING AUTOMATION's services.

**Article 32. MODIFICATION OF TERMS.**

These Terms may only be modified by a written instrument signed by an authorized representative of both Parties.

**Article 33. ASSIGNMENTS.**

Company shall not assign its rights or obligations hereunder, in whole or in part, without the express written consent of KING AUTOMATION.

**Article 34. FORCE MAJEURE/DELAYS.**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or

results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

**Article 35. IMPOSSIBILITY OF PERFORMANCE**

In a case when it is impossible for KING AUTOMATION or Company to perform any of their obligations of delivery or service, the following legal principles should apply:

- I. If impossibility of performance is attributable to be KING AUTOMATION's negligence in whole or if KING AUTOMATION refuses performance because its expenditure is grossly disproportionate to KING AUTOMATION's interest in performance, the Company shall have the right to claim damages in lieu of performance. Nonetheless, such damages should be restricted to 10% of the value of the part of the service which cannot be properly used or installed due to the impossibility of performance. The remedy set forth herein shall be Company's sole and exclusive remedy and Company shall not be entitled to any further recovery or remedy against KING AUTOMATION.
- II. Other claims for damages should be excluded unless KING AUTOMATION is held liable for willful conduct and gross negligence. The Company's right to revoke the contract remains unaffected.
- III. If according to the "Additional Work" Article of these Terms and Conditions, the service is substantially altered or KING AUTOMATION's operations are materially affected by unforeseen/unavoidable events (as stated in the "Force Majeure/Delays" Article of this Agreement), contract and deadlines for performance shall be modified accordingly. If this cannot be reasonably expected due to business considerations, or even if KING AUTOMATION and Company had agreed on an extension of delivery deadlines, KING AUTOMATION will have the right to terminate the contract. Company shall be notified without delay after assessment of the importance of event.

**Article 36. REVOCATION AND TERMINATION**

- I. Except for the cases mentioned above in these Terms and Conditions, the Company shall not be entitled to terminate the contract if the reason for the impossibility for completion is not due to the negligence of KING AUTOMATION.
- II. If Company terminates the contract, KING AUTOMATION will be entitled to all damages including actual damages, lost profits, consequential, incidental damages, as well as attorneys' fees and costs.

**Article 37. MISCELLANEOUS.**

The headings, captions, and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision of this Agreement. This Agreement contains all agreements, promises, and understandings between the parties, and no verbal or oral agreements, promises, statements, assertions, or representations by the Parties or any employees, agents, contractors, or other representatives of either, shall be binding upon either.

**Article 38. ACKNOWLEDGED AND AGREED BY ORDERING.**

Company acknowledges and agrees by initiating performance of the purchase documents.

