

TERMS AND CONDITIONS OF SALE

- 1. Applicability; Acceptance:** These Terms and Conditions of Sale (“Terms”) apply to the sale of products (the “Goods”) and/or performance of services (the “Services”), by Graftel, LLC (“Seller”) and the entity purchasing the Goods or Services (“Purchaser”), each of which is specifically identified in the accompanying quotation, credit application, proposal, order acknowledgment, or invoice (the “Sales Confirmation”). Purchaser accepts these Terms by either: signing and returning Seller’s Sales Confirmation; sending a purchase order in response to the Sales Confirmation; or Purchaser’s written instruction (by a duly authorized representative of Purchaser) to ship the Goods or perform the Services purchased. No terms, conditions, or warranties, other than those identified in the Sales Confirmation or these Terms, and no agreement, understanding, oral or written, in any way purporting to modify these Terms, whether contained in Purchaser’s purchase order or shipping release forms, or elsewhere, shall be binding upon the Seller, unless made in writing and signed by the Seller’s authorized representative. These Terms prevail over any of Purchaser’s general terms and conditions of purchase regardless of whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of Purchaser’s order does not constitute acceptance of any of Purchaser’s terms and conditions and does not serve to modify or amend these Terms.
- 2. Governing Law:** All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Colorado. **IN NO EVENT WILL THIS AGREEMENT OR ANY TRANSACTIONS HEREUNDER BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, WHICH IS HEREBY EXPRESSLY DISCLAIMED.** All disputes and claims between the parties which may arise out of or in connection with the Agreement shall be settled by good faith negotiation between an executive level representative of each party. If the parties are nonetheless unable to reach agreement, such dispute shall be resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association according to its rules of Commercial Arbitration then in force. The arbitration shall take place in Colorado, before a panel of three arbitrators. The language to be used in the arbitration shall be English. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction.
- 3. Agreement:** The accompanying Sales Confirmation and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
- 4. Price:** Purchaser shall purchase the Goods and/or Services from Seller at the prices set forth in Sales Confirmation. Seller’s prices do not include sales, use, or similar taxes. Purchaser shall be responsible for all such charges, costs and taxes; provided, that, Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or other assets. Such taxes shall be billed separately to Purchaser, unless Purchaser provides Seller with a valid tax exemption certificate acceptable to taxing authorities. Purchaser agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- 5. Payment:** If the Goods or Services are to be delivered outside of the United States, prepayment is required unless otherwise agreed upon between the Parties in writing. For Goods and Services delivered within the United States, payment terms are NET 30 days from date of invoice unless otherwise specified in writing by Seller. Unless otherwise prohibited by law, Purchaser agrees to pay interest on all past due invoices at a rate of 18 percent per annum or at the highest allowable rate according to the laws of the State of Delaware, as well as all costs of collection, including but not limited to reasonable attorney fees and court costs. Further, Seller may suspend the delivery or provision of any Goods if Purchaser fails to pay any amounts when due and the failure continues for five (5) days following Purchaser’s receipt of notice thereof. Purchaser may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller.
- 6. Changes:** Seller reserves the right to alter, modify, or redesign its Goods without any obligation to replace items previously delivered to Purchaser. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Seller shall, within a reasonable time after such request, provide a written estimate to Purchaser of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of the Sales Confirmation. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the foregoing, Seller may, from time to time change the Services without the consent of Purchaser provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.
- 7. Performance Dates:** Seller shall use reasonable efforts to meet any performance dates specified in the Sales Confirmation, and any such dates shall be estimates only. Scheduling of Services is on a first come, first served basis.
- 8. Purchaser’s Obligations:** Purchaser shall: (i) cooperate with Seller in all matters relating to the Services and provide such access to Purchaser’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of the Sales Confirmation and these Terms; (iii) provide such Purchaser materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such Purchaser materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

9. **Purchaser's Acts or Omissions:** If Seller's performance of its obligations under the Sales Confirmation and these Terms is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under Sales Confirmation and these Terms or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.
10. **Outbound Delivery:** The Goods will be delivered within a reasonable time after the receipt of Purchaser's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods FOB Origin ("Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Purchaser shall take delivery of the Goods within three (3) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Purchaser shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order. If for any reason Purchaser fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Purchaser; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Any Repaired Products (as defined below) not picked up within 60 days following the completion of the work shall become the sole property of Seller. Purchaser is responsible for any and all licenses and consents associated with shipment of goods or export of technical information and will provide any such required approvals/licenses to the Seller, prior to shipment/export. Title and risk of loss of all shipments passes to Purchaser upon delivery of the Goods at the Delivery Point.
11. **Inbound Delivery:** The Purchaser shall deliver at its own expenses any products or equipment to be repaired or maintained (the "Repaired Products") to the Seller's facility where such repair or maintenance is agreed to take place. The Repaired Products shall be redelivered by Seller FOB Origin in accordance with Section 10. Title and risk of loss passes to Seller upon receipt of the Repaired Goods at Seller's facility and title and risk of loss passes back to Purchaser upon delivery of the Repaired Goods at the Delivery Point.
12. **Inspection; Rejection of Goods:** "Non-Conforming Goods" as used herein means only the following: (i) the items shipped differ from those identified in Purchaser's purchase order, or (ii) a product's label or packaging incorrectly identifies its contents. Purchaser will inspect the goods within five (5) days following receipt thereof (the "Inspection Period"). Purchaser will be deemed to have accepted the Goods unless it notifies Seller in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. If Purchaser timely and properly notifies Seller of any Non-Conforming Goods, Seller will, in its sole discretion, (i) replace the Non-Conforming Goods with conforming Goods, or (ii) credit or refund the purchase price for the Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. At Seller's request, Purchaser will dispose of the Non-Conforming Goods, or return them to the Seller at Seller's expense. Promptly upon receipt by the Seller of the Non-Conforming Goods, Seller will ship the replacement Goods to the Purchaser's established delivery address, at the Seller's expense, or return the monies paid for those Non-Conforming Goods. Purchaser acknowledges and agrees that the remedies set forth in this Section 12 are Purchaser's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided in this Section 12, all sales of Goods to Purchaser are made on a one-way basis and Purchaser has no right to return Goods purchased under the Sales Confirmation and these Terms to Seller.
13. **Force Majeure:** Seller shall not be liable for any failure to perform obligations under the Sales Confirmation and these Terms if prevented to do so by a cause beyond Seller's reasonable control and without the fault or negligence of Seller. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, epidemics, earthquakes, riots, civil disobedience, war or war operations, or restraint of government. Both parties have an obligation to immediately notify the other in writing of an event of force majeure, which would prevent or delay its performance of the Sales Confirmation and these Terms, including a description of the force majeure and the expected period of delay.
14. **Limited Warranty:**
- (a) Subject to the limitations in this Section 14, Seller warrants to Purchaser that for a period of 60 days from the date of shipment of the Goods ("Warranty Period"), that such Goods will conform to the specifications set forth in the Sales Confirmation or Seller's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship,
 - (b) Seller represents and warrants to Purchaser that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Sales Confirmation and these Terms.
 - (c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 14(a) AND 14(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
 - (d) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 14(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD

PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- (e) The Seller shall not be liable for a breach of the warranties set forth in Section 14(a) and Section 14(b) unless: (i) Purchaser gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within 10 days of the time when Purchaser discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 14(a) to examine such Goods and Purchaser (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Purchaser's claim that the Goods or Services are defective.
- (f) The Seller shall not be liable for a breach of the warranty set forth in Section 14(a) or Section 14(b) if: (i) Purchaser makes any further use of such Goods after giving such notice; (ii) the defect arises because Purchaser failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Purchaser alters or repairs such Goods without the prior written consent of Seller.
- (g) Subject to Section 14(e) and Section 14(f) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Purchaser shall, at Seller's expense, return such Goods to Seller.
- (h) Subject to Section 14(e) and Section 14(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 14(b), Seller shall, in its sole discretion, (i) re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- (i) THE REMEDIES SET FORTH IN SECTION 14(g) AND 14(h) SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR SERVICES AND GOODS THAT FAIL TO CONFORM TO THESE TERMS.

15. **LIMITATION ON LIABILITY:**

- (a) **IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR GOODS PROVIDED UNDER THE SALES CONFIRMATION AND THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.**
- (c) The limitation of liability set forth in Section 15(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct.
- (d) To the extent Seller's negligent acts or omissions causes death or bodily injury, Seller's liability shall be strictly limited to the insurance coverage and amounts set forth on Seller's then-current Certificate of Insurance.
- (e) *Timing of Actions.* Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of the Agreement by Seller will be barred unless commenced by Purchaser within one (1) year from the date of the alleged breach.

16. **Indemnification:** Purchaser will indemnify, defend and hold harmless Seller and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) arising out of or occurring in connection with: (i) Purchaser's use of the Goods and Services and (ii) any negligence or willful misconduct of Purchaser.

17. **Cancellation:** Any order made hereunder may not be cancelled in whole or in part by Purchaser without the Seller's written consent and payment of reasonable cancellation charges.

18. **Termination:** Seller may terminate the Sales Confirmation and/or purchase order with immediate effect, upon written notice to Purchaser, in which event Purchaser shall, within 30 days, pay Seller for all Goods and Services provided up to the date of Termination. If Purchaser: (i) fails to pay any amount when due under these Terms and the failure continues for five (5) days after Purchaser's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences (or has commenced against it) proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then in addition to any other remedies available at law, Seller shall be entitled to immediate payment of all Goods and Services performed to date, in addition to all reasonable costs of termination.

19. **Compliance with Law:** Purchaser shall comply with all applicable laws, regulations and ordinances including but not limited to all anticorruption, bribery and similar laws or regulatory or legal compliance requirements. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms. Purchaser

shall comply with all export and import laws of all countries involved in the sale of the Goods or Services under these Terms or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate the Sales Confirmation and/or purchase order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods or Services.

20. **Disputes:** All disputes and claims between the parties which may arise out of or in connection with this Contract shall be settled by good faith negotiation between an executive level representative of each party. If the parties are nonetheless unable to reach agreement, such dispute shall be resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association according to its rules of Commercial Arbitration then in force. The arbitration shall take place in Illinois, before one arbitrator. The language to be used in the arbitration shall be English. The law of the State of Delaware shall govern. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction.
21. **Non-Solicitation of Employees:** During the term of the Agreement and for a period of one (1) year following the Agreement's termination, unless otherwise agreed to in writing by Seller, Purchaser agrees not to solicit for employment or engagement as an independent contractor Seller's employees who were introduced to Purchaser as part of the provision of Services; provided that any public recruitment, announcement or solicitation not targeted at such employee(s) resulting in the hire of any such employee will not constitute a breach of this provision.
22. **Waiver:** No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
23. **Confidential Information:** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the use of performing under these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section 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.
24. **Assignment:** Purchaser shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No purported assignment or delegation relieves Purchaser of any of its obligations under these Terms. In the event of permitted assignment, the terms and provisions of the Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the respective successors and assigns of the parties.
25. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
26. **No Third-Party Beneficiaries:** These Terms and the Sales Confirmation are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
27. **Notices:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. **Designs and Tools:** Any design work performed by Seller, and any dies, molds, jigs or other tools that Seller manufactures or acquires, in connection with its performance hereunder will be and remain the sole property of Seller, notwithstanding any charges to Purchaser therefor. Any such charges convey to Purchaser the right to have the designs, dies, molds, jigs and/or other tools used by Seller for performance hereunder, but do not convey title or right of possession or any other right.
29. **Severability:** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Sales Confirmation and/or purchase order including, but not limited to, the following provisions: Outbound Delivery, Inbound Delivery, Inspection, Rejection of Goods, Limited Warranty, Limitation on Liability, Compliance with Law, Confidential Information, Disputes and Survival.
31. **Amendment and Modification:** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

32. **Export Control**: Purchaser certifies its compliance with U.S. export laws and regulations, including but not limited to the Arms Export Control Act of 1976, the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees that any export-controlled information provided to Seller shall be marked in accordance with the appropriate distribution statements, and will contain the appropriate destruction notices and export control warnings as required.
33. **OFAC Certification**: Purchaser represents that (i) neither Purchaser nor any person or entity that directly owns 10% or greater equity interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. Persons or entities are restricted from doing business under regulations of the office of Foreign Asset Control ("OFAC") of the Department of the U.S. Treasury (including those named on OFAC's Specifically Designated and Blocked Person List) or under Executive Order 13224 (the "Executive Order") signed on September 23, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit Threaten to Commit, or Support Terrorism", or other governmental action, and (ii) that throughout the term of this Contract, Purchaser shall comply with the Executive Order.
34. **Anti-Bribery**: Purchaser agrees it is in compliance with all applicable Anti-Corruption Laws. No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving Purchaser or its employees, directors, or representatives with respect to applicable anti-corruption laws is pending or threatened. Purchaser shall promptly notify Company in writing if it becomes aware of facts or information which suggest a breach of the foregoing Anti-Corruption covenants or the Anti-Corruption Laws.
35. **Related Entities**: TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER WAIVES AND RELEASES ANY AND ALL RIGHTS, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY OR GRANTED BY STATUTE TO AVOID OR DISREGARD THE ENTITY FORM OF SELLER OR OTHERWISE IMPOSE LIABILITY ON ANY PARENT OR AFFILIATE OF SELLER, WHETHER GRANTED BY STATUTE OR BASED ON THEORIES OF EQUITY, AGENCY, CONTROL, INSTRUMENTALITY, ALTER EGO, DOMINATION, SHAM, SINGLE BUSINESS ENTERPRISE, PIERCING THE CORPORATE VEIL, UNFAIRNESS OR UNDERCAPITALIZATION.