



GENERAL TERMS AND CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 "Building Order" shall mean each contract or transaction between Buyer and Seller for the purchase of parts and material sufficient to allow Buyer or its contractor to construct an entire enclosure, structure or building on Buyer's property, which shall be fabricated in accordance with "Plans" (as defined herein) either prepared by Seller and approved by Buyer or Plans prepared by Buyer's engineers/drafters and approved by Seller.

1.2 "Buyer" shall mean the person or entity represented by the signature on the acceptance page hereof and includes its directors, officers, representatives, agents, successors and assigns.

1.3 "Change Order" shall mean a written document signed by Buyer and accepted in writing by Seller that revises or modifies any "Order" (as defined herein) in any fashion.

1.4 "Component Order" shall mean each contract or transaction between Buyer and Seller under which Buyer agrees to purchase and Seller agrees to fabricate and deliver Goods for a mutually agreed price. Such goods shall not be sufficient to allow Buyer or its Contractor to construct an entire Enclosure, Structure or Building

1.5 "Weld Up Building Order" shall mean each contract or transaction between Buyer and Seller for the purchase of parts and material sufficient to allow Buyer or its contractor to construct an entire enclosure, structure or building on Buyer's property, which shall be fabricated in accordance with "Plans" (as defined herein) prepared by Buyer's engineers/drafters.

1.6 "Delay" shall mean (i) Buyer's failure to approve Plans or take other action required hereunder within the time specified; or (ii) the postponement, delay or extension of the time for fabrication or delivery of an Order as a result of any action or inaction by Buyer.

1.7 "Goods" shall mean the materials, equipment, elements, parts, or chattels comprising the Component Order, Building Order and or Weld Up Building Order.

1.8 "Order" shall mean and include a Component Order or Building Order and or Weld Up Building Order as appropriate to the context.

1.9 "Plans" shall mean plans, drawings and specifications which are either provided by Seller and approved by Buyer, or, in the case of certain Weld Up Building Orders, prepared by Buyer's engineers, shall include all foundation drawings, production drawings, and other written or pictorial descriptions of the Goods.

1.10 "Price" shall mean the amount set forth on any Order, and shall include all additions or supplements thereto, together with amounts shown on any "Change Orders," and shall include all other amounts due, or to become due, to Seller under the terms of any Order or these terms and conditions.

1.11 "Seller" shall mean Royal Metal Building Components Inc., a/k/a, Royal Metal, RMBC.

ARTICLE 2: SALE OF GOODS

Buyer wishes to purchase and Seller wishes to sell Goods on an ongoing basis, all of which sales shall be subject to these terms and conditions which are incorporated by reference into, and shall govern, each purchase order, contract, subcontract, bid, specification, invoice, statement, confirmation or acceptance between Seller and Buyer in the event of any conflicts these Terms and Conditions shall govern.

ARTICLE 3: DOCUMENTS

3.1 Buyer's orders for Goods shall be documented by a written Quote/Order, including attachments. Buyer's signature on the Quote/Order signifies that (1) Buyer has checked and verified the Quote/Order for accuracy, (2) Buyer agrees to complete accurately and to submit Seller's Job Site Information form when requested by Seller, (3) Buyer agrees to accept the Goods timely, as itemized in the Quote/Order when fabrication is complete but in no case later than thirty (30) days following notice from Seller of completion of fabrication, (4) Buyer agrees to pay the agreed price timely as stated on the Quote/Order, and all other amounts which become due to Seller. These Terms and Conditions apply to all Component Orders, Building Orders and/or Weld Up Building Orders.

3.2 These Terms and Conditions together with the documents referred to above, represent the complete and exclusive statement of the agreement between the parties and may not be modified or supplemented by oral representations, Buyer's purchase order, or any other document submitted by Buyer, a course of performance, a course of dealing or in any other way. Any amendment to these Terms and Conditions must be in writing and signed by an authorized officer of Seller. No oral agreements exist between the Seller and Buyer which vary or modify these Terms and Conditions.

3.3 An electronically transmitted, signed copy of a Component Order, Building Order and/or Weld Up Building Order notice to proceed, these Terms and Conditions, or any other document or attachments shall have the same force and effect as an original. These Terms and Conditions may be signed and delivered in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

ARTICLE 4: PRICES AND PAYMENT

4.1 The Price payable by Buyer for the Goods shall be as set forth on the Order. Unless otherwise noted on the Order, the Price does not include taxes, insurance charges, transportation or storage charges, unloading of Goods at Buyer's job site, building permit costs or fees, charges for performance bonds, bid bonds or payment bonds or any charges arising out of Change Orders, all of which shall be the responsibility of Buyer. All prices are quoted net, F.O.B. Seller's plant, unless otherwise noted, payable in United States Dollars at Seller's offices, without offset or withholding of any kind. Prices advertised by Seller are subject to change without notice until an Order is signed. All quotations are subject to change without notice. All inventory is subject to prior sale. Prices advertised are only valid for inventory in stock, prices are subject to change for backorders. If Seller's fabrication of an Order is delayed for any reason, including, but not limited to, the request of Buyer or Force Majeure, for a continuous period of thirty (30) calendar days or more, the Order shall be subject to re-pricing by Seller to reflect any increases in labor and/or material costs, which Buyer hereby agrees to pay.

4.2 All fabricated material require payment in advance of production, unless other arrangements are made.

4.3 If Buyer fails to make any payment when due and owing; or Buyer is in default under, or commits a material or anticipatory breach of any Order, Seller's credit terms, or this agreement; or if Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership, then Seller shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate the Order, and Buyer shall be obligated to Seller for all costs and expenses of the Order. In addition, Seller shall have the right to seek all remedies available, at law or in equity.

4.4 Using the "Paytrace" payment portal signifies the customer has received, reviewed, and approved the Order in its entirety as presented. If the customer wishes to cancel the order (and the cancellation is approved by Seller), there will be a 3% order cancellation fee charged on the value of the payment and applied to the refund amount.

4.5 All approved cancellations that were paid with a credit card will be subject to a 3% cancellation fee.

ARTICLE 5: TAXES

Buyer shall be responsible for paying any and all taxes that may be imposed on any Orders by any taxing authorities unless, prior to shipment or pickup, Buyer provides Seller with (i) a valid sales or use tax exemption, (ii) a signed copy of their original resale certificate or (iii) written documentation of any other tax exemptions verifying tax exempt status. When invoicing Orders, Seller will use all available information in an attempt to charge the appropriate tax in effect on shipment date as required by the various states. However, should a subsequent audit reveal that a different tax is due than Seller included in its invoice to Buyer, Buyer agrees to pay any additional tax due and Seller agrees to refund any excess tax that was erroneously collected, each within ten (10) days of notice thereof.

ARTICLE 6: CREDIT TERMS

6.1 Seller's Credit Department, at its sole discretion, shall have the right to approve and grant Buyer credit, set credit limits, set payment terms and increase, decrease, modify or terminate Buyer's credit privileges and/or payment terms at any time, within the limits of applicable law. Seller does not intend to charge interest beyond that allowed by applicable law.

6.2 All payments are made in advance of production or delivery. Payment shall be made with cash or Cashier's Check payable to Royal Metal Building Components. In some circumstances, at Seller's sole discretion, prior arrangements can be made through Seller's Credit Department to accept a personal or company check. Orders paid with Personal or Company checks may be subject to a processing delay of up to 6 business days in order to verify funds.

6.3 Specially fabricated Orders require a 100% deposit before

fabrication can begin, at Seller's discretion, unless other arrangements are made.

6.4 Open account terms will be reviewed and established on an individual basis by the Seller's credit department.

6.5 Anything herein or in any Order or other documents to the contrary, notwithstanding, Seller shall have no obligations to fabricate or deliver any Order until its credit department has approved the Buyer's credit (including COD status) and Buyer has provided all information and documents, and complied with all conditions required for such credit approval.

ARTICLE 7: PAINT VARIANCES

7.1 The Galvalume Plus® coating is subject to variances in spangle from coil to coil which may result in noticeable shade variation in installed panels. The Galvalume Plus® coating is also subject to differential weathering after panel installation. Panels may appear to be different shades due to this weathering characteristic. If a consistent appearance is required, Seller recommends that pre-painted panels be used in lieu of Galvalume Plus®. Shade variation in panels manufactured from Galvalume Plus® coated material do not diminish the structural integrity of the product. These shade variations should be anticipated and are not a cause for rejection.

7.2 Structural paint is intended as a primer and is not intended to provide the uniformity of appearance of a finish coat or provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, materials must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to paint performance. Primer coat transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim.

ARTICLE 8: BUILDING ORDERS

The following provisions shall apply to all Building Orders:

8.1 Upon receipt of a request for a Building Order, Seller will submit to Buyer a quotation (the "Quote") specifying the building design, Price, and fabrication terms for the Building Order. Upon the Buyer's signature of the Quote, preliminary drawings, building contract, and the Seller's receipt of the specified down payment, the transaction shall be deemed a Building Order, governed by these terms and conditions:

- (i) Buyer has the right to the immediate use, access or ownership of the real property upon which the building described in the Building Order is to be constructed;
- (ii) Buyer will acquire all permits and other governmental consents necessary for construction of the building described in the Building Order;
- (iii) Buyer has obtained financing, or has actual cash on hand sufficient to pay the full purchase price for the Building Order, and for the construction or erection of the building described therein on the real property, and will, upon request of Seller, provide written confirmation of same as a condition precedent to Seller commencing fabrication;
- (iv) All Anchor Bolt Plans and Building Order Specifications have been approved by Buyer; and
- (v) The foundation or other support structures and related facilities necessary for the construction or erection of the building described in the Building Order are to be designed and constructed to meet all foundation requirements/column reactions shown on Seller's plans as well as any other requirements deemed necessary for end use by Buyer's engineer.
- (vi) Buyer understands and acknowledges that Seller is not the engineer for Buyer's foundation, that Seller offers no foundation engineering services, and that Buyer should consult a foundation engineer for the depth and size of anchor bolts or any other questions or concerns Buyer may have regarding Buyer's foundation.
- (vii) If Buyer's construction project requires an engineered foundation, Buyer understands and acknowledges that it is Buyer's responsibility to

retain the services of a third-party foundation engineer, to obtain anchor bolt specifications as per the requirements of Buyer's foundation engineer, and that Seller can only communicate to Buyer the diameter and overall length of anchor bolts in the anchor bolt plan. Due to Seller's limited inventory, Seller may not be able to supply the anchor bolts required by Buyer's foundation design and Buyer may need to source the anchor bolts from a third party.

8.2 Once the Building Order has been fabricated, Seller will provide notice of that fact to Buyer which shall constitute a tender of delivery to Buyer. If Buyer does not accept delivery of the Building Order within ten (10) days after such notice, such failure shall constitute a Delay as defined herein, unless other arrangements are made with Seller.

8.3 If Buyer does not accept delivery of the Building Order within thirty (30) days after Seller's notice that it is ready for delivery, Buyer shall be deemed to be in default hereunder and Seller shall have all the rights and remedies prescribed herein.

8.4 Seller is not liable or responsible for any alterations to the design of the building sold by Seller. This includes, but is not limited to, the removal of bracing components, the addition or relocation of framed openings, the attachment of lean-to structures, or the addition of any extra loads such as A/C units, cranes, signage, etc. If the Buyer chooses to modify or alter the final building design in any way after purchase, the Buyer assumes full responsibility for the structural integrity of the modified building.

ARTICLE 9: CHANGES, CANCELLATIONS, DELAY OR ABANDONMENT

9.1 All Orders are fabricated in accordance with Buyer's signed Order based on Seller's understanding of the specifications and data submitted by Buyer, or based on drawings and specifications prepared by Seller and furnished to Buyer in the case of a Building Order. Buyer bears the responsibility for any ambiguity in such specifications and data submitted by Buyer. Buyer shall send any requests for additions, deletions or other revisions to any Order to Seller, promptly and in writing, referencing the number of the Order to be changed. No Change Order shall be valid until it has been accepted by Seller's authorized agent in writing. If the requested changes result in pricing changes to the Order, Seller will produce a Change Order documenting such changes. The Buyer must sign and return the Change Order to the Seller for the change(s) to become a valid part of any Order. Buyer agrees to pay for any Goods fabricated by Seller on the Order prior to Seller signing the Change Order. Seller will not be responsible for any delay in fabrication or shipment caused by Change Orders.

9.2 Buyer may cancel any Order upon written notice to Seller and upon the payment of Seller's cancellation charges, which shall include (i) all costs incurred but unpaid at the time of cancellation, including, but not limited to, payment for any Goods fabricated prior to Seller processing the cancellation, and (ii) costs of preparation of details and drawings and (iii) the accumulated total selling price(s) of products that have been fabricated and/or sourced that are not approved for cancellation. No cancellation is valid until approved and accepted in writing by Seller's authorized representative.

9.3 If Buyer delays delivery or fails to take possession of the Order by more than thirty (30) days, Order will be considered abandoned. In the event of Order abandonment, Seller has right to dispose of product in abandoned Order. Buyer has no recourse on abandoned Order nor does Seller have any future liability regarding abandoned Order.

9.4 If Buyer delays delivery or fails to take possession of the Order by the agreed upon date, Buyer agrees that material stored at Seller's location is subject to weather-related deterioration, which shall not be considered cause for rejection.

ARTICLE 10: EXCHANGES AND RETURNS

10.1 All exchanges and returns must be made within 30 days of the Order purchase date and the items must be in the same, new condition as when sold. Original packaging must be intact. Manufactured panels & trim, walk doors, roll-up doors, window accessories, vents, and special-order items are not eligible for return or exchange. Any return or exchange must receive prior approval from the Seller. Approval for returns or exchanges is not guaranteed and will be subject to the Seller's discretion. If approved, all returns or exchanges are subject to a 10% restocking fee.

ARTICLE 11: DEFAULT

11.1 If Buyer fails to pay when due any amounts due under any Order or these Terms and Conditions, Seller may, at its option, defer additional order acceptance, shipment or pickup; put Buyer's account on "Credit Hold" status; cancel any uncompleted balance of the Order; revoke or re-evaluate any open account credit

approval previously granted to Buyer; and/or require 100% prepayment of any current or future Order. Seller shall not incur any liability for any effect on Buyer's credit rating or reputation if any of these steps are taken. A Buyer on Credit Hold will not be allowed to place, pick up, or ship any Order(s) until Credit Hold status has been removed by the Seller. Any Order in progress at the time an account is placed on Credit Hold status shall be delayed until this status is removed by the Seller. If any such delay continues beyond the period provided herein, Buyer shall be deemed to be in default hereunder. Seller will make a reasonable attempt to notify any Buyer who is placed on Credit Hold status, but Seller's failure to send, or Buyer's failure to receive, such notice shall not create liability upon Seller, nor waive any of Seller's rights. Seller shall not be responsible for any delays, losses or consequential damages to Buyer or any other person or entity resulting from an account status change to Credit Hold.

11.2 All amounts not paid when due hereunder shall bear interest from the date they are due until paid at the highest rate permitted by law, and if collection of the account requires any legal counsel or procedures, Buyer agrees to pay reasonable attorneys' fees, plus interest, costs, and any damages as may be allowed by law. No failure of the Seller to exercise any right or remedy it may have to waive any of Seller's rights in case of any subsequent default.

11.3 Buyer grants and Seller retains a security interest in the Goods to secure payment of the purchase price therefore and all other charges due and owing to Seller. This security interest constitutes a 'purchase money security interest' pursuant to the Uniform Commercial Code and this document is a contract, security agreement and financing statement between Buyer and Seller. Upon Seller's request, Buyer will execute within 5 days, financing statements evidencing the security interest granted herein.

ARTICLE 12: FORCE MAJEURE

Seller shall not be liable to Buyer or to any third parties for whose use any of Buyer's Orders are intended, or for any penalties, damages (whether liquidated or unliquidated), claims or any other losses occasioned by Seller's failure or delay in preparing Plans, making tender of a fabrication or any Order if such failure or delay results from causes or events beyond Seller's reasonable control (a "Force Majeure Event"), including, but not limited to, fires, floods, storms, hurricanes, casualty losses, accidents, or other acts of God, strikes, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, terrorism, sabotage, embargo, machinery break down, truck shortage or any transportation delay or difficulty, inability to obtain labor or raw materials, delayed direct shipment of Goods or Plans by third parties, Plan approvals which are not timely returned by Buyer, or any other act or omission of Buyer.

ARTICLE 13: INDEMNITY AND LIMITATION

13.1 Buyer hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective agents and employees from all claims, suits or proceedings based on a claim of personal injuries or death, property damage, product liability or any other liability of any kind under any legal theory of liability arising out of or attributable to the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of the Goods, including without limitation for Seller's sole negligence.

13.2 Notwithstanding anything stated to the contrary herein, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES of any kind or character, including, but not limited to, loss of use, loss of profit, loss of property, or loss of revenue, whenever relating to or in connection with any Component Order, Weld Up Building Order, and/or Building Order.

13.3 The total liability of Seller on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold hereunder will not exceed the price allocable to the Goods or any part thereof which give rise to the claim. To the extent that Buyer's assets allow, or to the extent that any other provision of law allows it to do so, Buyer waives all provisions of the Texas Deceptive Trade Practices – Consumer Protection Act to the extent which such waiver is effective pursuant to Section 17.42 of the Texas Business and Commerce Code.

ARTICLE 14: INSTALLATION, ERECTION, & FABRICATION SERVICES

14.1 Seller expressly disclaims any and all responsibility or liability for the erection, installation, and/or fabrication of any metal building components, metal roofing, metal buildings, or any other materials sold by Seller. Seller does not provide installation, erection, or fabrication services, and nothing in its business operations should be construed as offering or implying such services.

14.2 Buyer acknowledges and agrees that any and all dealings, agreements, contracts, or transactions between them and any Third-Party Contractors are conducted solely at the Buyer's own risk and expense. Seller shall

have no involvement in, or liability for, any agreements made between the customer and the Third-Party Contractors, including but not limited to any disputes, claims, damages, delays, or defects in workmanship, materials, or services provided by such contractors.

14.3 Seller shall have no liability for any direct, indirect, incidental, consequential, or special damages arising out of, or related to, the performance, non-performance, or actions of any Third-Party Contractor. This includes, but is not limited to, damages related to personal injury, property damage, financial loss, delay, or failure to meet expected performance standards.

ARTICLE 15: DELIVERY

15.1 On certain occasions, Seller will deliver purchased materials to the Buyer's location using Seller's trucks. Delivery will be scheduled at Seller's discretion, and Seller does not guarantee specific delivery times or dates. The Buyer acknowledges that delivery times are approximate and subject to change due to various factors beyond Seller's control, including weather conditions, traffic, equipment availability, and other unforeseen circumstances.

15.2 Upon arrival at the Buyer's location, the unloading of materials from Seller's truck shall be at the sole discretion of the delivery driver. The driver will assess the safety and accessibility of the unloading site and make the final decision as to whether unloading is safe and feasible. Factors that may influence the driver's decision include, but are not limited to, site conditions, terrain, weather, obstructions, and the presence of proper unloading equipment. If the driver determines that unloading is unsafe or otherwise impractical, delivery will be cancelled or re-scheduled for a different time and/or location. In instances where Seller personnel agree to assist with unloading, Seller will utilize appropriate equipment, such as a piggyback forklift or crane, when available. However, Seller personnel will only place the materials in an area immediately adjacent to the delivery trailer. Seller is not responsible for moving materials beyond the area surrounding the trailer, nor for placing materials in specific locations at the Buyer's site. The Buyer assumes full responsibility for relocating and securing the materials once they have been unloaded from the trailer.

15.3 In the event that the materials cannot be unloaded due to safety concerns, lack of suitable unloading equipment, or other issues determined by the driver, and the materials are returned to Seller's facility, the Buyer will be charged a restocking fee. The amount of the restocking fee will be determined at Seller's discretion. The Buyer will also be responsible for arranging pick-up of the returned materials from Seller's facility, at the Buyer's expense. Delivery rescheduling will only occur upon mutual agreement between Seller and Buyer, subject to the availability of Seller's trucks and personnel. Delivery rescheduling will incur an additional delivery charge.

15.4 On other occasions, Seller may contract with third-party carriers ("Contract Carriers") to deliver materials to the Buyer's location. In such cases, the Buyer assumes full responsibility for unloading the materials delivered by the Contract Carrier. Seller will schedule a delivery time with the Buyer and the Contract Carrier, but the Buyer acknowledges that Seller cannot guarantee the exact time of delivery. Upon arrival of the Contract Carrier, the Buyer must be prepared to immediately unload the materials. If the Buyer is not ready or able to unload the materials at the time the Contract Carrier arrives, the Buyer may be subject to additional charges, including but not limited to demurrage fees, which are imposed by the Contract Carrier for delays in unloading.

15.5 Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage.

15.6 Unloading of Building Order at delivery site is the responsibility of Buyer.

ARTICLE 16: PICKUP OF GOODS

16.1 Seller will load orders for pickup only under the conditions and limitations set forth herein. Buyers are responsible for sending suitable vehicles, capable of hauling the size and weight of the Buyer's Goods. Since Seller loads Goods with forklifts, a flatbed trailer without side boards is most suitable. Buyer assumes all responsibility when Seller is asked to load inappropriate vehicles such as open end, closed trailers, horse trailers or export containers. Seller is not responsible or financially liable for any delays or damage caused by others at Seller's plant.

16.2 Buyer shall be responsible for providing an appropriate method and materials for securing the Goods to the vehicle, and Buyer shall secure the loaded Goods. Seller shall not be responsible or liable for any damage or loss to Goods, vehicles, other property, or persons caused from unsecured or improperly secured Goods shifting or falling from Buyer's vehicle during transport, or caused from Buyer rearranging or loading of additional materials not purchased from Seller.

Seller will not rearrange any preexisting materials on Buyer's vehicle, and will not allow Buyer to offload or rearrange materials on Seller's premises. Seller will not block over any preexisting Buyer materials in order to load Buyer's Goods on top of such preexisting Buyer materials.

ARTICLE 17: ARBITRATION

Any controversy, dispute or claim arising in connection with any Goods, any Order, or any Plans, invoice or other documents or transactions to which these terms and conditions apply, or any other dispute of any kind or character arising between Seller and Buyer, or any other owner, user or purchaser of any of the Goods, including disputes as to the validity and interpretation of this arbitration clause, shall be submitted to binding arbitration before the American Arbitration Association in accordance with its rules for commercial arbitration. Any such arbitration shall occur in San Benito, Texas.

ARTICLE 18: NOTICES

18.1 Notices to Seller in connection with the fabrication of an order or the approval of Plans may be sent by phone or email provided, however, that such notices shall only be effective when, and if, receipt thereof is acknowledged by Seller in the form of a call, text, or email.

18.2 All other notices, demands, and other communications permitted or required hereunder shall be in writing, shall be given either by personal delivery, email, or by registered or certified mail, return receipt requested, and shall be deemed to have been given or made when personally delivered, or the next business day after received as evidenced by return receipt or confirmation of email transmission addressed to the respective parties at the addresses shown on the front of the Order. This agreement and the rights and obligations hereunder shall not be assignable by any party hereto without the prior written consent of all other parties.

ARTICLE 19: MISCELLANEOUS

THE LAWS OF THE STATE OF TEXAS SHALL CONTROL THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THIS CONTRACT EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION TO APPLY. All of the obligations performable, and all amounts payable, in connection with any Order, or under these Terms and Conditions, shall be payable and performable at Seller's offices in San Benito, Cameron County, Texas