

GENERAL CONDITIONS OF SALE – SAES Chemicals S.r.l.

1. APPLICABILITY - ALTERATIONS AND ADDITIONS

1. The following General Conditions of Sale (“GCS”) and any other document attached to same or referred to by same, including the technical specifications, the technical data sheets (“TDS”) and the Safety Data Sheets (“SDS”) (collectively the “Contractual Documents”), constitute the entirety of the regulation governing the agreement between the parties, supersede and replace all previous quotes, orders, correspondence and any other communication of any nature, written or spoken, between SAES Chemicals S.r.l. (“SCH”) and the buyer (“BUYER”). SCH and the BUYER are hereinafter also referred to collectively as the “Parties” and individually as the “Party”.

2. Submitting a purchase order (“Order” and/or “Orders”) means acceptance of the General Conditions of Sale hereunder by the BUYER. All purchase Orders shall be deemed accepted by SCH only when the latter expressly accepts them in writing by issuing a specific acceptance (“Order Confirmation”). Any purchasing conditions that conflict with or differ from these General Conditions of Sale or any other terms or conditions set by the BUYER shall be deemed rejected and shall not form part of the sales contract, unless specifically signed by SCH for acceptance.

3. The drawings, tolerances, weight, consumption, performance of SCH products (the “Products”), as well as the function and use specifications of the Products and the suitability of same for their destined use by the BUYER, if and to the extent they are provided by BUYER, are binding for SCH only if they are specifically accepted in writing by the same and are expressly indicated in the Contractual Documents. The references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2020 edition or any subsequent edition in place upon receiving the Order Confirmation by SCH.

4. The BUYER undertakes to carefully read all the information contained in the SDS and TDS and to implement the preventive measures indicated therein in the event of any harmful events occurring. The BUYER undertakes to bring the contents of the SDS and TDS to the attention of employees who may, directly or indirectly, use, work with, handle, or otherwise become involved with the Products.

2. PRICE

1. Unless otherwise agreed and specified, the prices quoted are understood to be FCA our plant (Incoterms 2020). In all cases the prices are net of VAT, customs duties, special packaging costs, insurance policies, taxes and any other additional costs. SCH can prepay freight and insurance charges, as well as packing (whether special or not), as per the Products upon BUYER’s request and will list the concerning expenses on the invoice. Any additional expenses sustained by SCH in the supply of the Products shall be invoiced separately.

3. CONDITIONS OF PAYMENT

1. Payment of the supply shall take place in full, in the specified currency and pursuant to the terms specified in the invoice. Except where otherwise indicated, the payment shall be made at SCH office.

2. The BUYER shall have no right, under any circumstances, to defer payment beyond the term referred to above, even in the event of delays in the delivery of the Products or claims of whatever nature relating to the delivery of the Products.

3. Pursuant to Italian Law no. 231/2002, applying the EU Directive 2000/35, in the event of a delay in payment, if the payment is effected within 20 calendar days as of the date on which payment is due, SCH will not require any penalty interest. If the payment is effected later than 20 calendar days as of the date on which payment is due, the BUYER will have to pay SCH penalty interests at a rate equal to the one applied by the European Central Bank to its most recent main refinancing operation plus at least 3 percentage point, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

4. If the financial conditions of the BUYER degenerate to such a level that doubts are placed upon its solvency, or in the case of non-payment of any previous deliveries by the BUYER, SCH shall have the right to stop the delivery, unless a suitable guarantee is given by the BUYER or same provides total payment of any other outstanding accounts, before the delivery.

4. TERMS OF DELIVERY

1. Unless otherwise agreed and specified, the delivery will take place as soon as the Products are available.

2. Unless otherwise agreed and specified, the Products shall be delivered FCA our plant (Incoterms 2020). In the event of changes to the delivery methods of the Products agreed in writing between the Parties, in the absence of precise instructions from the BUYER, the shipping will take place by the method of transport which SCH considers most appropriate. The Products shall be insured against transport risks only upon request by the BUYER who shall pay the related expenses.

5. FORCE MAJEURE

1. SCH shall not be considered as being in default of the obligations provided for herein if said default is due to a force majeure. Force majeure is understood to be any event beyond the control of SCH such as, by way of example but not limited to, natural disasters, government acts, laws or regulations, epidemic, pandemic, national or corporate strikes, or any other reasons beyond its control such as lack of means of transport, fuel or energy, manpower, spare parts or materials or non performance or delay on the part of the suppliers.

6. TRANSFER OF RISK AND OWNERSHIP

1. Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold, together with the ownership of such Products, shall pass to BUYER at the time of delivery of the Products as defined in Article 4 above.

7. CONFORMITY DELIVERED - ORDERED

1. Any discrepancy in quantity and/or type between the Products delivered, and those specified in the Order Confirmation shall be contested by the BUYER no later than 7 days from the receipt of the Products. When said term has elapsed without notice from the BUYER, the Products delivered shall be deemed conforming to the purchase order as confirmed by SCH.

8. WARRANTY

1. SCH guarantees that the Products delivered shall be free from operational and material defects and shall comply with the data and specifications indicated in the Contractual Documents.

2. The Products comply with the criteria of Regulation (EC) No. 1907/2006 – Reach.

Where local regulations in the country in which the BUYER uses the Products require specific regulations/registration, this shall be the responsibility and expense of the BUYER itself. SCH shall not be liable for any distribution/resale of the Products by the BUYER or for any damages, expenses, costs, and losses of any kind arising from the BUYER’s activities relating to the Products. It is also the BUYER’s responsibility to ensure that its distribution/resale complies with the local laws in force in the country of destination.

3. The Products will maintain their specific characteristics for a period equal to the expiry date indicated in the technical specifications, if stored in accordance with the instructions.

4. Any action for alleged breaches of this warranty must be taken by the BUYER no later than 15 days after discovery of the defect. This warranty is valid only for the BUYER and cannot be transferred.

5. During the term of the warranty, SCH will either (i) replace those Products or (ii) refund the purchase price to BUYER, less the reasonable pro-rated rental value of the Products.

6. SCH will replace the Products which do not conform to the specifications, and which BUYER returns to SCH at the address provided. Unless otherwise agreed, all transportation charges incurred in returning Products to SCH shall be on the BUYER, which shall, in any case, have priorly obtained a Returned Material Authorization (“RMA”) number and specific shipping instructions from SCH before shipment of the Products to SCH. SCH shall not unreasonably deny BUYER authorization to ship Products to SCH. SCH shall send to the BUYER the replaced Products with transportation charges prepaid by SCH, unless otherwise agreed.

7. The warranty set forth above shall not apply to defects of the Products that are not directly attributable to the manufacturing. By way of example and without limitation, the warranty shall not apply: (i) to Products not used in accordance with the Contractual Documents; (ii) to Products used for applications for which they were

not designed (iii) in the event of loss or damage during transit; (iv) in the event of defects and/or non-conformities in the properties and characteristics of the Products due to the BUYER's failure to exercise ordinary diligence in relation to the storage, preservation, or maintenance of the Products (v) in the event of an accident; (vi) in the event of BUYER's attempt to make or cause to be made any alterations on the Products and parts covered during the warranty period without the prior permission of SCH; (vii) BUYER's acts or omissions which subject the Products to different environments than are set forth in the applicable specifications; (viii) BUYER's negligence, mishandling, misuse, abuse or use which is not in accordance with SCH's specifications and instructions; or (ix) in case of defects in the purchased Products which BUYER has detected after the end of the term of the warranty herein or that has not claimed within the terms herein established.

The BUYER must demonstrate that the Products have been stored and/or transported correctly and appropriately, in strict compliance with the storage instructions provided by SCH and the TDS.

SCH reserves the right to examine the Products returned to determine if the warranty is applicable.

THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY IS MADE HEREUNDER BY SAES AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. SAES MAKES NO WARRANTY THAT THE PRODUCTS DO NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR SIMILAR RIGHTS OF THIRD PARTIES AND SAES DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

9. LIMITATION OF LIABILITY

1. The sole and exclusive remedy for breach of warranty concerning the Products shall be repair, where feasible, or replacement or refund as per Article 8 above and they exclude any further liability on SCH. SCH shall not be held liable for any damage, loss or increased expense deriving, directly or indirectly, from the defective Products, except where the BUYER proves that the said defects are the result of wilful misconduct or gross negligence on the part of SCH.

The maximum liability of SCH, including attorney's fees, for any and all damages arising out of, or in connection with, the sale of Products shall be limited to the price of the Products.

2. SCH shall have no liability to BUYER resulting from any use of the Products in modified form, as adapted for use in other products, and/or in combination with other products or components not provided by SCH.

3. UNDER NO CIRCUMSTANCES SHALL SCH BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, EXCESS REPROCUREMENT COSTS OR SPECIFIC INTERRUPTION IN USE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

4. Notwithstanding any implication to the contrary, SCH shall have no liability whatsoever unless and until BUYER shall have paid the full purchase price of all Products delivered.

10. TERMINATION

1. In the event of BUYER's bankruptcy, judicial liquidation, or any other insolvency proceedings, as well as the seizure or attachment of its assets or the imposition of a measure by the Judicial or Administrative Authority that prevents it, in any way, from continuing its business constitutes a material breach pursuant to Article 1456 of the Italian Civil Code, entitling SCH to terminate the sale by written notice (certified email or registered letter with return receipt).

2. SCH reserves the right to terminate the sale agreement in the event that (i) there is a breach by the BUYER of the provisions contained herein which is not cured within 15 days from the notice sent by SCH; or (ii) the ordered Products are not collected by the BUYER within 2 months after the date of the agreed delivery.

3. In case of refusal and/or export ban decisions or any other kind of measures that could limit or forbid the exportation of the Products, issued from the competent Italian and/or European Union Authority, against SCH, the latter could first suspend and eventually totally cancel and/or annul the Order, without being responsible of such events and thus being exempted from any liability, even in terms of damages.

With the cancellation and/or annulment of the order, SCH shall return to the BUYER any down payment which should have been paid by the latter, without any interests nor revaluation obligation.

11. LAW & DISPUTES

1. The validity, performance and construction of the present GCS and any sale made hereunder shall be governed by the laws of Italy.

2. Any dispute arising from, or in relation to, dealings specified herein shall be subject to the exclusive jurisdiction of the Court of Milan.

12. CONFIDENTIALITY and INTELLECTUAL PROPERTY

1. The BUYER undertakes not to disclose the terms and conditions of supply of SCH. The BUYER undertakes not to use, either directly or indirectly, any confidential information relating to SCH and/or the Products, which comes to its knowledge during the course of the contractual relationship ("Confidential Information"). The confidentiality obligations shall remain in force for a period of three (3) years from the date of the Order Confirmation. For any information described as a trade secret or clearly and visibly identified by SCH as a trade secret, the confidentiality obligation shall continue to apply for as long as such Confidential Information is considered a trade secret under applicable law.

2. The BUYER acknowledges and accepts the prohibition on the use of SCH's Confidential Information in artificial intelligence systems to carry out any activity, including those governed by these GCS.

Even if SCH expressly approves the use of artificial intelligence systems for the activities covered by this agreement, the BUYER: (i) guarantees that it will use artificial intelligence systems in compliance with applicable regulations and without prejudice to the principles of diligence and good faith; (ii) acknowledges that it must not provide artificial intelligence systems with data, information and documents containing any personal data, Confidential Information and intellectual property rights not yet made public by SCH and/or third parties.

13. PRIVACY

1. Pursuant to the regulations on the protection of personal data in force, we hereby inform that any personal data provided by BUYER in order to fulfil all the contractual obligations, including the personal data of the BUYER's employees, consultants and contractors and parties involved, in any event, in the execution of this agreement ("Data"), shall be processed in compliance with the applicable personal data protection regulations and the confidentiality obligations pertaining to SCH' business.

In the event of doubts on the characteristics of the processing of the Data, the BUYER may contact SCH at privacy@saes-group.com or contact the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

Data Controller

The Data Controller is **SAES Chemicals S.r.l.**, with registered office in Viale Italia 77, Lainate (MI), Italy, Tax Code and VAT no. 14499540962.

Data collected and processed

SCH collects and processes only data that is pertinent and does not go beyond the purposes of the processing, specifically biographical and contact data (such as, but not limited to, contact information, name, job title, address, telephone number, and/or e-mail address). SCH, therefore, only collects data necessary to perform the contract to which this information pursuant to the Data Protection Law is an integral part: the BUYER is asked not to provide unnecessary data, which will, in any event, be immediately deleted.

The BUYER is also asked not to communicate to SCH personal data of third parties unless this is strictly necessary to achieve the purposes of the processing: in this case, the BUYER shall fulfil the legal obligations regarding the protection of personal data and in particular, to inform the third parties of the communication of their data and obtain their consent, if necessary.

With regard to the personal data of the BUYER's employees, consultants and contractors and parties that involved by the BUYER, in any event, in the execution of the Contract, the BUYER is hereby reminded to provide the data subjects with a copy of this information

pursuant to the Data Protection Law at the latest at the time that the data in question is communicated to SCH.

Purposes of processing and legal basis

a) Execution of the sale contract

The Data shall be processed to perform the sale contract concluded by the BUYER and SCH; such data processing includes, among others: the sending of information and service communications pertaining to the execution and management of orders and the shipping of products purchased; the execution of administrative-accounting activities, the fulfilment of tax obligations and the management of any disputes.

For the same purposes, the Data may be communicated to public authorities and to third party providers of services that are accessory and necessary to the execution of the sale contract (e.g. shippers and couriers to manage shipments and deliveries, banks and credit institutes to manage payments, advisors and independent professionals assigned to oversee administrative-accounting obligations). Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SCH.

The Data may also be disseminated in execution of legal obligations.

The legal basis for that processing lies in the need to perform the sale contract and to fulfil the related legal obligations.

Processing the Data described above is necessary, as it is connected with and instrumental to establishing, continuing, and correctly managing the contractual relationship: therefore, any refusal to provide the Data may make it impossible to establish or perform the sale contract.

b) Sending of gifts, commercial communications, invitations to events, surveys and market research

The Data will be processed in order to implement, develop and/or strengthen current business relationships with a view to offering services and/or products that are similar and better than those already purchased or that you might purchase.

As part of this processing, it is envisaged, by way of example:

- sending gifts by post (e.g. branded pens and diaries);
- sending, via email, information communications with commercial or promotional content relating to the business of SCH and the other companies in the SAES Group, to which SCH belongs;
- sending, via email, invitations to events organised by SCH and the other companies in the SAES Group;
- sending, via email, invitations to participate in surveys and market research, whose results will be managed in anonymous, aggregated form, for the sole purpose of improving the business of SCH and the SAES Group, and the products and services offered.

For the same purposes, the Data may be communicated to third party providers of accessory services (e.g. communications agencies for the drafting and sending of commercial and promotional communications, communications agencies and travel agencies assigned to organise events and any travel, statistical analysis companies to conduct surveys and market research) as well as to SAES Getters S.p.A... Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SCH. The list of such data processors is available by simply making a request to SCH.

The legal basis for such processing lies in the legitimate interest of SCH to promote and improve its business and that of the SAES Group, and to develop commercial relationships and, therefore, it is compatible with the BUYER's position, as it is reasonable to believe that the BUYER has the same interest in remaining informed on the developments of the business and on any additional activities of SCH and the SAES Group and that, by communicating the BUYER's data to SCH, the BUYER expects to receive those communications. The BUYER may always, at any time, object to the receipt of those communications or the use of one or more of the addresses provided by following the procedure at the bottom of the communications, or by contacting SCH at privacy@saes-group.com, or contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

Processing the Data described above is not necessary to perform the sale contract, and the BUYER's objection, if any, to the receipt of those communications shall not hinder the execution of the sale contract in any way.

Communication and transfer of the Data abroad

The Data shall also be communicated to SAES Getters S.p.A, as well as the other companies of the SAES Group (acting, unless otherwise

provided, as independent data controllers) if necessary to perform the sale contract and to fulfil legal obligations, in addition to administrative-accounting purposes (thus, by virtue of the legitimate interest of SCH) and, in that context, may be transferred outside the European Union.

Any transfer shall be made to the extent that is necessary to perform the sale contract.

Processing methods

In relation to the purposes indicated, the Data shall be processed using manual and automated means that ensure the protection of the Data by design and by default, appropriate to guarantee its security and confidentiality, with logics strictly linked to the specific purposes, by staff to which SCH has provided suitable operating instructions, with specific regard to the purposes of processing and processing methods, as well as to the security measures adopted.

Data storage periods

The Data shall be stored in a form that allows for the identification of the BUYER for a period of time no longer than that necessary to achieve the purposes of the processing and, in particular:

- as regard the purposes of execution of the sale contract, for the entire period of the duration of the relationship and for the subsequent period necessary to fulfil the related tax, accounting and labour law obligations, and to ensure the legal protection of the rights of SCH;
- with regards to the purposes of sending gifts, commercial communications, invitations to events, surveys and market research, up to 18 months following the expiry of the sale contract, which may be extended by subsequent periods of 18 months where the data subject, following contacts with SCH and the continued interest shown in SCH's products and services, does not object to the processing, in the manner indicated in this notice or at the foot of each communication sent.

Buyer's rights

At any time, the BUYER may exercise the other rights granted to the same pursuant to the regulations on the protection of personal data in force and, in particular, the right to ask the data controller where appropriate for confirmation as to whether or not personal data concerning the BUYER is being processed, access to data and the rectification or erasure of said data or restriction of processing the Data; the right to object to such processing; the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, the right to portability of the Data; the right to bring action before the legal authorities, or to lodge a complaint with the competent supervisory authority for protection of personal data.

The BUYER may exercise these rights by contacting SCH at privacy@saes-group.com or by contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

The BUYER may also request the complete list of recipients of the Data, at any time. For information or clarifications on its rights, the BUYER may contact SCH at the same addresses.

Additions

In the event of substantial amendments to this information pursuant to the Data Protection Law, SCH shall send the BUYER an email to notify it of the changes and obtain any request to exercise the rights described above.

14. COMPLIANCE WITH LAW & REGULATION

1. BUYER hereby acknowledges the provisions of Italian Legislative Decree no. 231 of 8th June 2001 (the "Decree") and subsequent amendments and additions, undertaking to comply with all the provisions and obligations set forth therein, also stating that it has never incurred sanctions provided for by the Decree. The BUYER also undertakes, in its relations with third parties - including, but not limited to, commercial counterparties (customers and/or suppliers), employees, and public authorities - to observe the principle of legality with respect to applicable regulations and to behave in an ethically correct manner. In particular, the BUYER undertakes and agrees, also for the purposes of the provisions of the Decree:

- (i) to observe the principle of free competition and antitrust regulations;
- (ii) not to disrupt and/or alter, in any way, the procedures for selecting the contractor and, by way of example and without limitation, to refrain from promising money or other gifts, or from making payments of money or other gifts in any form, either directly or indirectly, to commercial counterparties or persons in

any way connected with them, or in favor of individuals, associations, foundations, or other entities that may in any way have facilitated or guaranteed—or promised to facilitate or guarantee—the conclusion of contracts;

(iii) to comply with regulations relating to environmental protection and workplace safety.

2. BUYER also: (i) acknowledges that SCH is a company belonging to the SAES Group which has adopted a Code of Ethics and Conduct (the "Code of Ethics"), an anti-corruption code (the "Anti-corruption Code") and a code of business conduct (the "Code of Business Conduct"); (ii) declares to have read and accept the Code of Ethics, (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2023/06/SAES_Code-of-Ethics-SAES-2014.pdf), the Anti-corruption Code (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2024/02/Anti-Corruption-Code-SAES-Group_07.06.22.pdf) and the Code of Business Conduct (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2023/06/Code-of-business-conduct-SAES-Group_07.06.22.pdf), undertaking (also for its employees, representatives, consultants, shareholders and/or directors pursuant to art. 1381 of the Italian Civil Code) to have a behavior compliant with the provisions, principles and standards set forth in the Decree itself, in the Code of Ethics, in the Anti-corruption Code and in Code of Business Conduct.

BUYER' non-compliance to the provisions contained in this Article is deemed to be a material breach of the sale contract and will provide SCH with the right to terminate it immediately according to art. 1456 of the Italian Civil Code and without prejudice to the right to compensation for damage.

15. EXPORT

1. BUYER understands that certain transactions of SCH might be subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export, re-export or transfer of certain products and technology to certain countries or certain subjects. Any and all obligations of SCH to export, re-export or transfer Products as well as any technical assistance and training, will be subject in all respects to such Export Regulations. BUYER assures and guarantees that it will not re-export and/or otherwise transfer the Products to entities or individuals subject to export/import restrictions, embargoes or similar. BUYER warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to BUYER. BUYER shall take all actions that may be reasonably necessary to ensure that neither BUYER nor any end users contravene such Export Regulations. BUYER shall indemnify SCH against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from BUYER's or its customers' breach or non-compliance with this section.

2. BUYER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 where applicable ("No Russia Clause").

3. BUYER shall undertake its best efforts to ensure that the purpose of the No Russia Clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

4. BUYER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the No Russia Clause.

5. Any violation of paragraphs (2), (3) or (4) of the No Russia Clause shall constitute a material breach of an essential element of this agreement, and SCH shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of this agreement pursuant to art. 1456 of the Italian Civil Code and (ii) a penalty of 80% of the total value of this agreement or price of the Products exported, whichever is higher.

BUYER shall immediately inform SCH about any problems in applying paragraphs (2), (3) or (4) of the No Russia Clause including any relevant activities by third parties that could frustrate the purpose of the same. BUYER shall make available to SCH information concerning compliance with the obligations under paragraphs (2), (3) and (4) within two weeks of the simple request of such information.

16. MISCELLANEOUS

1. The BUYER shall not assign all or part of the sale agreement referred to in these GCS.

2. If any term of this Agreement is held to be illegal or unenforceable, such term shall be severed from this agreement and the remaining terms shall remain in force.