

COMET INDUSTRIES, INC. AND SUBSIDIARIES
GENERAL TERMS AND CONDITIONS

- 1. Application.** These General Terms and Conditions (“Terms and Conditions”) will apply to all quotations and sales for goods, material, equipment and services by Comet Industries, Inc. (“Comet”), notwithstanding any contradictory, modifying or additional terms or conditions that may be contained in Buyer’s purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Buyer to Comet order, and are incorporated by this reference into the quotation, invoice or other document to which they are attached (“Order” and, together with the Terms and Conditions, the “Contract”). All purchases by customer, owner or its agent (“Buyer”) are expressly limited and conditioned upon Buyer’s acceptance of the Terms and Conditions. Comet objects to and rejects any such contradictory, modifying or additional terms or conditions unless Comet has specifically agreed in writing to such provision. For the purposes of these Terms and Conditions, “Goods” refers to the goods, material and equipment listed on, and being sold to Buyer under, the Order, as well as all equipment or other materials that Comet provides in connection with any Services, and “Services” refers to the services listed on the Order as well as all ancillary services Comet provides with any Goods. Capitalized terms that are not defined in these Terms and Conditions have the meanings ascribed to them in the Order.
- 2. Quotations.** Unless otherwise stated in the Order, any quotation from Comet is valid for 30 days from the date of the quotation. The quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of Comet and are provided to Buyer solely for Buyer’s internal purposes. Quotations may not be disclosed to any third party or used in preparation of any request for quotation for goods or services similar to, or as a substitution for, Goods or Services quoted by Comet.
- 3. Price Modification and Other Charges.** Unless otherwise stated in the Order, Comet’s price set forth in the Order does not include transportation, crating or packaging charges, or sales, harmonized sales, goods and services, use or value-added tax or any other tax, excises, duties, tariffs, fees or other governmental charges that Comet may be required to pay or collect under any existing or future law with respect to the import/export, sale, transportation, delivery or storage of any Goods, or the provision of any Services, by Comet, which taxes and charges Buyer will bear. Unless Comet receives a sales tax certificate that exempts the Goods and/or Services from such taxes and charges, Comet will invoice Buyer, and Buyer will reimburse Comet, for such taxes and charges.
- 4. Change Orders.** From time to time Comet may suggest, or Buyer may request, modifications to the Order or the Services or elements thereof. If any such suggested modification would cause an increase or decrease in the agreed upon price, or in the delivery schedule, or affect any other Contract provisions, Comet will submit a proposed adjustment to the price, schedule and/or any other provision affected by the proposed change. Upon reaching a mutual agreement in writing thereto in accordance with Section 21, the Contract will be so modified.
- 5. Payment Terms.** Unless otherwise specified in the Order, Comet must receive Buyer’s payment net 30 days from invoice date. All payments must be made in the currency listed in the Order, or, if not so listed, then in U.S. dollars. If the payment due date is not a business day, Comet must receive such payment on the next business day after such due date. Each shipment of Goods and each provision of Services is a separate transaction and payment must be made accordingly. Interest may be charged on all past due amounts owed by Buyer under this Contract at an interest rate per annum equal to the prime rate of interest quoted in the Wall Street Journal, expressed as an annual percent, plus 5% from the payment due date until paid in full (or the highest interest rate allowed by applicable law, if less).
- 6. Credit Terms.** If, in Comet’s judgment, Buyer’s creditworthiness or future performance is impaired or unsatisfactory, Comet may (a) suspend performance under this Contract, (b) require prepayment by wire transfer at least two business days before a scheduled shipment of Goods or provision of Services, and/or (c) require Performance Assurance at least three business days before a scheduled shipment of Goods or provision of Services. “Performance Assurance” means collateral in the form of either cash or letter(s) of credit in a form, and from an issuing bank, acceptable to Comet.
- 7. Delivery.** Unless otherwise stated in the Order, all Goods will be delivered to Buyer EX Works Comet’s facility (the “Facility”). If Buyer has not issued shipping instructions by the time the Goods are available to Buyer, Comet may either, at its sole discretion, (a) store the Goods at Buyer’s risk and cost, or (b) select any reasonable method of shipment, without liability due to its selection. Shipments or Goods in storage may be insured at Buyer’s expense, and Comet will not place a valuation upon shipments or Goods stored unless specifically requested in writing by Buyer or required for export purposes. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract. Unless otherwise stated in the Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated into this Contract by this reference.
- 8. Title/Risk of Loss.** Title in the Goods will pass to Buyer only upon payment in full. The risk of loss or damage to the Goods will pass to Buyer upon delivery in accordance with the Contract.
- 9. Inspection/Rejection of Goods.** All Goods will be received subject to Buyer’s reasonable inspection. Buyer may reject any Goods that do not comply in any material respect with the specifications contained in the Contract. Buyer will hold rejected Goods at Comet’s risk for a reasonable time, to be returned or disposed of by Buyer at Comet’s written instruction and at Comet’s sole cost and expense. Buyer’s failure

to reject the Goods, or assert a claim regarding any shortage, in writing within 10 days after receiving the Goods constitutes an unqualified acceptance of such Goods by Buyer and Buyer's waiver of all claims with respect thereto.

10. Warranty. Subject to the provisions of this Section 10:

(a) Comet warrants that (i) the Goods will be new (or, if so noted on the Order, reconditioned) and in good quality and will conform in all material respects to the specifications specifically set forth in the Order, (ii) title to the Goods will be free from any security interest, lien or encumbrance upon Comet's receipt of full payment for the Goods (other than any security interest, lien or encumbrance created by Buyer or any of its affiliates), and (iii) Comet will perform the Services in a workmanlike manner in accordance with the specifications specifically set forth in the Order. If, within twelve (12) months after the date on which Comet delivers the Goods, or provides the Services (as applicable), to Buyer, Comet determines upon its examination that any Goods or Services do not meet the warranties set forth above, Comet will repair the Goods or supply identical or substantially similar replacement Goods EX Works the Facility, at Comet's sole discretion, or re-perform the Services (as applicable). Any replacement Goods or re-performed Services will be warranted for the unexpired portion of the warranty applicable to the particular Goods or Services being replaced or re-performed. Comet passes to Buyer any manufacturer's warranty, to the extent legally permissible, with respect to the Goods sold to Buyer by Comet. Comet will use commercially reasonable efforts, at Buyer's expense, to assist Buyer with warranty claims Buyer asserts against the manufacturer.

(b) THE FOREGOING EXPRESS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY COMET WITH RESPECT TO THE GOODS AND ITS SERVICES AND THE TRANSACTIONS CONTEMPLATED UNDER THE CONTRACT. SUCH WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE DISCLAIMED), AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES, ALL OF WHICH ARE EXCLUDED AND DISCLAIMED. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY AGENT OR REPRESENTATIVE OF COMET, AND NO STATEMENTS CONTAINED IN COMET'S GENERAL ADVERTISING, PAMPHLETS, BROCHURES OR OTHER PRINTED OR ELECTRONIC PROMOTIONAL MATERIALS WILL CONSTITUTE A WARRANTY OR REPRESENTATION BY COMET OR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF COMET. WITHOUT LIMITING THE FOREGOING, THIS WARRANTY DOES NOT APPLY TO PARTS REQUIRING REPAIR OR REPLACEMENT BECAUSE OF NATURAL WEAR AND TEAR.

(c) BUYER'S REMEDIES ARE SPECIFICALLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS OR THE REPERFORMANCE OF THE SERVICES, AS APPLICABLE AND AS SET FORTH IN THIS SECTION 10, AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. IF THESE REMEDIES ARE FOUND TO BE INADEQUATE OR TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURN OF THE AMOUNT PAID BY BUYER TO COMET UNDER THE CONTRACT FOR THE GOOD OR SERVICE IN QUESTION WILL PREVENT THE REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND WILL CONSTITUTE A FAIR AND ADEQUATE REMEDY.

(d) Comet will not be responsible for costs of removal, installation, re-installation or making of access of any goods or items supplied by Buyer or third parties, where such removal, installation, re-installation or making of access is required to repair or replace any defective Goods or to re-perform Services. Furthermore, Comet will not be responsible for, and assumes no liability for, materials or workmanship or any transportation charges, labor costs or other related expenses for any work performed by Buyer or third parties in the repair or replacement of defective Goods or the re-performance of Services.

(e) This warranty will be void (i) to the extent the defect in the Goods or the subject of the Services arises from or in connection with the Goods or the subject of the Services having been (A) damaged (from misapplication, environmental contaminant, corrosion, damage, debris, improper passivation, abuse or misuse, peripheral power sources or equipment not delivered and installed with the original system, or otherwise); (B) installed, maintained, used or stored in a manner that is inconsistent with applicable law, accepted industrial practice or any specific instructions or recommendations provided by Comet; (C) modified, altered or repaired without compliance with applicable law and Comet's written instructions and recommendations; (D) subjected to any act of God, accident, war, riot, insurrection or other force majeure event; or (E) used or repaired by Buyer or any third party after discovery of the defect, without Comet's prior written consent; or (ii) if Buyer (A) refuses to permit Comet to examine the Goods or the subject of the Services and operating data to determine the nature of the claimed defect; or (B) fails to meet its obligations under the Contract.

11. Limitation of Liability. (a) COMET'S LIABILITY UNDER THE CONTRACT OR OTHERWISE IS LIMITED TO THE PRICE ALLOCABLE TO THE GOODS OR SERVICES DETERMINED TO BE DEFECTIVE, AND IN NO EVENT WILL COMET'S CUMULATIVE LIABILITY UNDER THE CONTRACT OR OTHERWISE BE IN EXCESS OF THE TOTAL PAYMENTS RECEIVED FROM BUYER UNDER THE CONTRACT, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. (b) NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, SALES, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR OTHERWISE, INCLUDING ANY

THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE. (c) THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER'S REMEDIES ARE LIMITED TO THOSE REMEDIES STATED IN THESE TERMS AND CONDITIONS AND THESE REMEDIES WILL NOT FAIL THEIR ESSENTIAL PURPOSE BECAUSE BUYER IS LIMITED TO THE EXCLUSIVE REMEDIES AS STATED IN THESE TERMS AND CONDITIONS. THIS SECTION 11 WILL APPLY TO ANY ADDITIONAL PURCHASES OF EQUIPMENT (INCLUDING SPARE PARTS AND AFTER MARKET PARTS) BY BUYER FROM COMET AFTER THE DATE OF THE ORDER.

12. Default. (a) Comet, in its sole discretion and without prior notice (other than as provided above) to Buyer, may (x) suspend performance under the Contract; or (y) terminate the Contract (upon which all of Buyer's obligations, including payments due, will, at Comet's option, become immediately due and payable) (i) if Comet does not receive a payment due from Buyer under this Contract when such payment is due; (ii) if Buyer fails to perform any other of its obligation under the Contract (excluding Section 6 ("Credit Terms")), which is subject to clause (a)(iv) below and such failure is not excused or cured within 30 days after written notice thereof; (iii) upon the occurrence of a Bankruptcy Event with respect to Buyer; or (iv) if Buyer fails to timely provide prepayment or Performance Assurance as set forth in Section 6 ("Credit Terms"). (b) Buyer, in its sole discretion and with at least 10 days' prior written notice to Comet, may (x) suspend performance under the Contract; or (y) terminate the Contract (upon which all of Comet's obligations, including deliveries due, will, at Buyer's option, become immediately deliverable, as applicable) (i) if Comet fails to perform any of its obligation under this Contract and such failure is not excused or cured within 30 days after written notice thereof; or (ii) upon the occurrence of a Bankruptcy Event with respect to Comet. (c) "**Bankruptcy Event**" means the occurrence of any of the following events with respect to either Buyer or Comet : (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due. (d) If, as a result of Buyer's default, Comet suspends performance and withholds delivery of the Goods as permitted above, it may sell the Goods to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default, including all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage and sale of the Goods. (e) The respective rights of the parties under this Section 12 are cumulative and alternative and in addition to any other rights or remedies to which the parties are entitled at law or in equity. In addition, the non-defaulting party will be entitled to recover from the defaulting party all court costs, reasonable attorneys' fees and expenses incurred by the non-defaulting party in connection with the defaulting party's default, and interest on past due amounts as set forth in Section 5 ("Payment Terms").

13. Intellectual Property. (a) Comet will defend and indemnify Buyer from any claim, suit or proceeding brought against Buyer based on a claim that the Goods as manufactured and furnished by Comet and used in the manner for which they were intended and sold to Buyer constitutes an infringement of any United States patent, if Comet is notified promptly in writing and given authority, information and assistance for the defense of such claim, suit or proceeding. All aspects of the defense and settlement of any such claim, suit or proceeding must be within Comet's sole discretion. Buyer remains solely responsible for its own costs, including all fees and expenses of its own counsel, if any, or its personnel, that are incurred in conjunction with the defense of such claim, suit or proceeding. If a court of competent jurisdiction holds that the Goods constitute infringement and enjoins the use of the Goods, then Comet will, at its sole discretion and at its own expense, either procure for Buyer the right to continue using the Goods, replace the Goods with noninfringing goods, modify the Goods to become noninfringing or refund the purchase price for the infringing Goods. This indemnification does not apply to any liability for infringement (i) of any method patent where the Goods are used with other apparatus for carrying out a process resulting in a combination of steps that is deemed to infringe a method patent or patent directed to a combination of steps, (ii) the Goods are modified by Buyer, (iii) the Goods are used by Buyer in a manner different than the use communicated to and understood by Comet at the time the Goods were sold to Buyer and such use constitutes infringement, or (iv) with respect to claims of infringement where the Goods were designed and manufactured in accordance with the design or specifications furnished or required by Buyer. Comet's obligations under this indemnity, including all of its costs associated with the defense of any such suit or proceeding, in no event will exceed the purchase price paid to Comet by Buyer for the infringing Goods. (b) Buyer will indemnify and hold harmless Comet from any suit or proceeding brought against Comet by any third party based on claims resulting from exceptions (i), (ii), (iii) or (iv) as stated in clause (a) above. (c) Comet retains all intellectual property rights, whether registered or un-registered, including trademarks, patents, and copyright of all documents, drawing rights, design rights, developed programs, software, models and other data provided or developed in the course of the Contract. Buyer represents and warrants to Comet that Buyer has all necessary rights and permissions to provide all information provided by or on behalf of Buyer to Comet and will indemnify, defend and hold harmless Comet from any third party with respect to Comet's use of such information in connection with the Contract.

14. Delivery Date. Comet will use reasonable efforts to meet Buyer's requested delivery date, but Comet does not guarantee a specific delivery date.

15. Backcharges. Comet will not pay or allow any backcharges unless both (a) Buyer notifies Comet in writing of any defect claim or omission under Section 10 ("Warranty"), and (b) Comet approves of such backcharges in writing, in advance.

16. Cancellation Fee. Buyer may not cancel any part of the Contract except upon written notice and payment to Comet of all reasonable costs arising from the cancellation, plus a cancellation fee. Unless otherwise specified in the Order, the cancellation fee will be Comet's anticipated profit on the Order, but in any event not less than the greater of (i) 25% of the total price of the Contract and (ii) \$250.00. Comet will be entitled to the cancellation fee if Comet terminates the Contract under Section 12 ("Default"). Comet's damages following Buyer's termination of any part of the Contract are difficult to determine and that the cancellation fee provided by this provision is a genuine pre-estimate of loss and not a penalty and is reasonable in light of the circumstances.

17. Force Majeure. Neither party will be liable for any failure of or delay in performance of its obligations (except for payment obligations) under the Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God; acts of a public enemy; fires; floods; power outages; wars; contagious illness or disease provoking government-imposed quarantines; prohibitions on travel or restrictions on commerce; civil disturbances; sabotage; terrorism; accidents; insurrections; blockades; embargoes; storms; explosions; labor disputes; failures of common carriers, Internet Service Providers or other communication devices; acts of cyber criminals, acts of any governmental body whether civil or military, foreign or domestic; failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits; and/or inability to obtain labor, materials, equipment or transportation. Any such delays will not be a breach of or failure to perform the Agreement or any part thereof and the date on which the obligations under the Contract are due to be fulfilled will be extended for a period equal to the time lost as a result of such delays.

18. Assignability. Buyer may not assign or transfer its rights and duties under the Contract, in whole or in part, by operation of law or otherwise, without Comet's prior written consent, which it may grant or withhold in its sole discretion. Any assignment or attempted assignment in contravention of the foregoing will be null and void, will be considered a breach of the Contract and will permit Comet, in addition to any other rights it may have, to terminate the Contract. Comet may assign any of its rights or obligations under the Contract to any third party.

19. Governing Law. The Contract and its execution, performance, interpretation, construction and enforcement will be governed exclusively by the law, both procedural and substantive, of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri. Any action or proceeding between Buyer and Comet relating to the Contract must be commenced and maintained exclusively in the state or federal courts in Kansas City, Missouri, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND COMET EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE CONTRACT.

20. Notices. All notices, consents, communications or transmittals required or permitted under the Contract must be in writing and will be deemed to have been received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within two business days if mailed as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Contract.

21. Entire Agreement; Amendment; Waivers. The Contract supersedes all prior negotiations, discussions, and dealings concerning the subject matter of the Contract, and constitutes the entire agreement between Comet and Buyer concerning such subject matter. There are no understandings, inducements, commitments, conditions, representations or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, from either party to the other, other than as contained in this Agreement. Neither party will claim any amendment, modification or release of any provisions of the Contract unless it is in writing and signed by both parties. No waiver by Buyer of any breach of any terms, conditions or obligations under the Contract will be deemed to be a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations under this Contract.

22. Electronic Transactions. The Contract may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party will object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

23. Compliance. (a) Buyer and Comet will comply fully with all applicable laws and regulations in their respective performances of the Contract and will neither take nor refrain from taking any action that could result in liability for either Buyer or Comet under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Neither Buyer nor Comet will be required to take or refrain from taking any action impermissible or penalized under United States or other applicable laws. (b) Without restricting the generality of the foregoing: (i) Buyer acknowledges that any distribution, sale, transfer or re-export of the Goods is governed by and subject to the trade control laws of the United States; (ii) Buyer will not distribute, sell, transfer or re-export the Goods, except in conformance with United States law; and (iii) if Buyer knows or has reason to know that any of its customers intends to distribute, sell, transfer or re-export the Goods, either directly or through incorporation into other products, then Buyer will inform the customer that it must obtain any licenses or other approvals from the U.S. Government before such distribution, sale, transfer or re-export, by including the following language in Buyer's

purchase order acknowledgement or other appropriate documentation to its customer: *NOTICE: The products, technical data, and/or software included in this Order were provided in compliance with the laws and regulations of the United States. Customer is responsible for obtaining all licenses, permits or other approvals that may be necessary under the laws of the United States before any distribution, sale, transfer or re-export of such items and for ensuring that the end-user and end use of these products are permitted under U.S. law. Re-export, diversion, transshipment, or use contrary to U.S. law is prohibited and is cause for cancellation of this Order.*” (c) Buyer’s breach of this Section will constitute cause for Comet’s immediate termination of the Contract.

24. Independent Contractors. Comet and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved in this Contract as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability will exist between the parties under the Contract or otherwise at law.

25. Binding Effect; No Third Party Beneficiaries. The Contract represents the final agreement between Comet and Buyer and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract. The Contract is solely for the benefit of, and will inure to the benefit of, Buyer and Comet, and will not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest in this Contract.

26. Severability. The invalidity or unenforceability of any provision of the Contract will not affect the validity or enforceability of its other provisions and the remaining provisions will remain in full force and effect.

27. Confidentiality. All information that Buyer acquires from Comet under this Contract, directly or indirectly, and all information that arises out of the sale of the Goods or Services under this Contract, concerning such Goods, Services, and/or proprietary processes involved, including information concerning Comet’s current and future business plans, information relating to Comet’s operations, know-how, and other Comet-furnished information will be deemed to be Comet’s “Proprietary Information”. Buyer will (a) hold Comet’s Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Comet’s request, either promptly deliver to Comet all such Proprietary Information that is in written, electronic or other form (including copies and summaries) or, at Comet’s option, destroy such Proprietary Information and provide Comet with certification of such destruction. The obligations under this Section will survive the expiration or termination of the Contract.

28. Miscellaneous. The captions and section headings set forth in the Contract are used for convenience only and will not be used in defining or construing any of the terms and conditions set forth in the Contract. The term “days”, as used in these Terms and Conditions, means actual days occurring, including, Saturdays, Sundays and holidays where banks are authorized to be closed in Kansas City, Missouri. The term “business days” means days other than Saturdays, Sundays and holidays where banks are authorized to be closed in Kansas City, Missouri. The term “including” or any variation thereof means “including, without limitation” and is not intended to be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicates otherwise, words importing the singular number are intended to include the plural and vice versa, and words importing person are intended to include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender are intended to be deemed to include correlative words of the feminine gender and vice versa as the circumstances require. The word “will” will not be deemed to be a mere statement of future intention by the party to whom it refers, but will instead be deemed to indicate a material obligation of such party.

[End of General Terms and Conditions of Sale]