

**1. APPLICABILITY**

- 1.1. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of tyres ("Goods") by Omnिसource United, Inc, ("Seller") to the customer of the Seller named on the Seller's sales proforma, invoice, quotation, confirmation of sale, or similar document accompanying these terms (the "Buyer"). These terms set out the conditions in which Omnिसource United, Inc (hereinafter referred to as the "Seller") supplies all goods and services to its Buyers. No variation to the Terms will be binding on the Buyers unless set out in writing and accepted in writing by the Seller.
- 1.2. These Terms and the Seller's sales proforma, invoice, quotation, confirmation of sale, or similar document (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms prevail over any of the Buyer's general terms and conditions of purchase regardless whether or when the Buyer has submitted its purchase order or such terms. Fulfilment of the Buyer's order does not constitute acceptance of any of the Buyer's terms and conditions and does not serve to modify or amend these Terms.

**2. QUOTATIONS AND PRICE LISTS**

- 2.1. Unless otherwise indicated on the quote, written quotations by the Seller shall expire automatically thirty (30) days after the date appearing on the quotation unless the Seller receives and accepts the Buyer's order within that period. Prior to the expiration date any quotation is subject to change by the Seller at any time upon written notice to the Buyer.
- 2.2. Price List means the list of prices applicable for the Seller's products and as published by the Seller. Different price lists may apply for each of the Seller's product category. Each Price List is valid from its effective date as indicated on such Price List until its revision by the Seller. The Price List is subject to these Terms and Conditions of Sale. The price includes Federal Excise Tax and the Seller will charge the same, where applicable.
- 2.3. The Goods may be subject to antidumping, countervailing, and other similar duties imposed by applicable law, on the tires imported in USA by Seller for the Buyer. If Seller is required to pay any such duties at or after importation, the amount will be charged to the Buyer. If such duties are imposed on Seller after importation, in addition to any amounts already charged to the Buyer, Seller will send a further invoice to the buyer for reimbursement of such duties/taxes. If Seller receives any refund of these duties, the refunded amount will be returned to the buyer.

**3. ACCEPTANCE OF PURCHASE ORDERS**

Notwithstanding any contrary language in the Buyer's purchase order, each purchase order shall be subject to acceptance by an authorised employee of the Seller and each transaction shall be governed exclusively by these Terms and Conditions of Sale ("Contract"), except if any specific terms have been expressly and mutually agreed by the parties and confirmed in the Seller's sale order acknowledgement of each purchase order. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by the Buyer are automatically rejected unless expressly agreed to in writing by the Seller. No contract shall exist except as hereinabove provided. No contingency contained on any purchase order shall be binding upon the Seller and such additional or conflicting terms are deemed rejected by the Seller.

**4. PRICE CHANGES**

Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of shipment. The Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, the Buyer will be notified and afforded an opportunity to confirm.

**5. PAYMENT TERMS**

- 5.1. Unless otherwise agreed in writing by the Seller and subject to the Buyer's credit status at delivery, payment shall be in accordance with the payment terms schedule specified in the Quotation.
- 5.2. The Seller has the right to insure the Buyer to avoid any default of payment. For this purpose, the Buyer may be notified of assigning the Buyer's Receivable to the Sellers Bank and the Buyer will be asked to make the payment for the due invoices to the Sellers notified bank besides confirming directly to the Seller's bank in writing that the Buyer will comply with the terms of payment.
- 5.3. The Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Seller, whether relating to the Seller's breach, bankruptcy or otherwise.
- 5.4. If at any time, the Buyer is delinquent in any of its payments for the Product or Service under this Contract, the Seller may, in its discretion, and without prejudice to its other rights, suspend shipment (including partial shipments of any Order) of Product or delivery of Service, or require Customer to prepay for further Product shipments or Service delivery, until complete payment has been received. In addition, a breach or default of payment will negatively affect the Buyer's credit record and their business and the Seller has the absolute right to report such default to the Credit Insurance company.
- 5.5. The Seller shall apply late payment interest and a later payment recovery charge from the day following the stipulated date for payment of the invoice until full payment is received by the Seller. The interest rate shall be 1% per month or the maximum rate permitted by the applicable law. Late payment recovery charge of \$100 USD per invoice will be applied. In addition, if at the end of any calendar quarter, the Buyer is delinquent in any of its payments for the Product or Service under this Contract, the Seller may, in its discretion, and without prejudice to its other rights, suspend or cancel any rebates or incentives.
- 5.6. The Buyer shall bear all costs (including without limitation any reasonable attorney's fees, legal costs, collection costs) incurred by the Seller. Upon written request by the Seller, the Buyer shall provide the Seller with all then-current financial information necessary at any time to review and confirm the Buyer's creditworthiness. The Credit insurance company may also require the Buyer's financials for review and for granting higher credit limits and the Buyer shall fully comply with such requests.
- 5.7. The Seller may report information about the Buyer's account to credit bureaus. Late payments, missed payments, or other defaults will be reflected in the Buyer credit report.

**6. SHIPMENT & DELIVERY**

- 6.1. Delivery shall be made as per the Proforma/ Commercial Invoice given by the Buyer to the Seller.
- 6.2. The goods will be delivered within a reasonable time after the receipt of the Buyer's purchase order, subject to availability of finished goods. The Seller shall not be liable for any delays, loss or damage in transit.
- 6.3. Unless otherwise agreed in writing by the parties, the Seller shall deliver the Goods to the Buyer's location listed on the purchase order (the "Delivery Point") using the Seller's standard methods for packaging and shipping such Goods. The Buyer shall be responsible for all unloading costs and provide equipment and labour reasonably suited for receipt of the Goods at the Delivery Point.
- 6.4. The Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to the Buyer. Each shipment will constitute a separate sale, and the Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfilment of the Buyer's purchase order.

- 6.5. If for any reason the Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to the Seller's notice that the Goods have been delivered at the Delivery Point, or if the Seller is unable to deliver the Goods at the Delivery Point on such date because the Buyer has not provided appropriate instructions, documents, licenses or authorisations: the Goods shall be deemed to have been delivered; and (ii) the Seller, at its option, may store the Goods until the Buyer picks them up, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

- 6.6. The quantity of any instalment of Goods as recorded by the Seller on dispatch from the Seller's place of business is conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

- 6.7. The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.

- 6.8. Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

- 6.9. If the Seller delivers to the Buyer a quantity of Goods of up to 20% more or less than the quantity set forth in the Sales Confirmation, the Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

- 6.10. The Buyer agrees to provide all information requested by the Seller or the Seller's agent(s) to comply with all applicable laws, regulations, and any related legal reporting, notification, or other types of approval obligations in the country of origin and destination, including, without limitation, permits, authorisation, licensing, reporting, disclosure, or certification information.

- 6.11. The Buyer agrees to provide all documentation and/or electronic transaction records to allow the Seller to meet all customs or export-related obligations, any local-content/origin/labelling requirements, and to obtain all tariff and trade programme duty avoidance(s), deferral and/or refund benefits, where applicable. The Buyer warrants that all such information supplied to the Seller by the Buyer is true and correct.

- 6.12. In the event of a "custom order" if the Buyer cancels a confirmed order (for which products have been specifically produced), the Seller will make a claim on the Buyer for loss of business including the cost of products produced but not able to sell.

**7. TITLE AND RISK OF LOSS**

- 7.1. Transfer of risk: Risk of loss or damage shall pass from the Seller to the Buyer and delivery shall be deemed to occur upon transfer of possession to the first common carrier or the Buyer's representative at the delivery point per the applicable shipping term (per ICC Incoterms 2020).

- 7.2. Legal and beneficial ownership of any consignment of the Products shall pass to the Buyer only when all amounts due from the Buyer to the Seller in respect of such Products and all other products and services supplied by the Seller to the Buyer have been received in full. Until such time, the Buyer shall hold the Products as bailee for the Seller and in such a way as to be clearly identifiable as the Seller's property, and the Buyer shall keep the Products separate and identifiable from any other products held by the Buyer. The Buyer shall also ensure that the Products are covered by insurance for an amount equal to the Price against all normal commercial risks and shall provide the Seller on demand with evidence of such insurance.

- 7.3. If any Default occurs then, any right of sale that the Buyer may have in respect of the Products shall automatically cease; (i) the Seller shall be entitled to enter upon the premises of the Buyer and to reclaim the Products; and (ii) upon the Seller reclaiming the Products or part of them the Contract shall be deemed to have been cancelled in respect of the reclaimed Products only and the Seller shall repay to the Buyer the purchase price for such Products less (a) all amounts due from the Buyer to the Seller on any account whatsoever and (b) the cost of reclaiming such Products. (iii) the Seller may at any time serve a written notice on the Buyer stating that legal and beneficial ownership of all or part of the Products shall pass to the Seller. Ownership of such Products shall thereupon immediately pass to the Seller without prejudice to the Buyer's obligation to pay for such Products.

**8. DELAYS OR DEFAULT IN DELIVERY, LIMITATION OF LIABILITY**

- 8.1. If the Seller is unable to obtain any raw materials or components required for the Products or Services without incurring significant additional expense or delay, it may give written notice to that effect to the Buyer. Upon receipt of such notice by the Buyer the Contract shall cease to have effect except as regards any consignment of Products already manufactured by the Seller or any Services already performed by the Seller, which shall be paid for in full at the price stated in the Contract. Where relevant, the Price shall be apportioned in such manner as the Seller may reasonably determine in respect of such Products or Services.

- 8.2. The Seller shall have the right at any time prior to delivery or collection of the Products to change their specification where, in the opinion of the Seller, such change constitutes an improvement to the Products, does not in any way adversely affect the performance of the Products and constitutes proper performance of the Contract. Any such change shall not affect the Price.

**9. INCENTIVE PROGRAMMES**

- 9.1. The Seller reserves the right to cancel any incentive and/or rebate programme if there are any overdue, unposted, voided, cancelled, disputed and/or reversed transactions including those arising from returned goods or services, billing disputes.

- 9.2. Rebates and discounts must be claimed by the Buyer in writing, specifying the type of rebate, the amount claimed, the monthly information used and basis for calculation of the rebate.

- 9.3. In the case of Marketing expenses, the Buyer shall give advance written notice to the Seller's Marketing Department for each promotional activity and/or advertising and copies of the original invoices will be required for the claim. Any marketing expense claim that is not pre-approved by the Seller may be denied or will be reimbursed at Omni's sole discretion.

- 9.4. The Seller will issue a credit note for all approved Rebate claims and discounts within 3 months of completion of the qualifying period.

- 9.5. Credit notes are not redeemable for cash. All Omni United credit notes are valid for 12 months from the issue date. It is the receiver's responsibility to redeem the value placed on the credit note within that time frame. Omni United is unable to extend credit notes beyond the expiry date. Expired credit notes cannot be used for purchases or otherwise redeemed.

- 9.6. The Company may at any time withdraw or modify the bonus/rebate schemes. It is expressly agreed that the fact that the Buyer may have received a bonus at any time does not give rise to any expectation or entitlement to receive any bonus in the future, or as to the size of any future bonus.

- 9.7. The Omni United Marketing Rewards Programme and its benefits are offered at the sole discretion of Omni United. The rewards earned from these programmes are set to expire after 24 months from the date that they are earned, if they have not been redeemed or on the termination or suspension of the Buyer's account.

- 9.8. The Incentive Programmes have no predetermined termination date and may continue until such time as Omni United decides to terminate the Programmes, at any time, with or without notice.

- 9.9. Whilst all information is believed to be correct at the time of publishing, Omni United makes no representation or warranty whether expressed or implied and accepts no responsibility or liability for its completeness or accuracy.

- 9.10. Rebates & marketing incentives (if any) applicable to the Buyers will be settled only if the Buyer has no past due.

## 10. CREDIT NOTE TERMS AND CONDITIONS

- 10.1. These terms and conditions are applicable to all valid credit notes provided by Seller.
- 10.2. Amounts shown on a credit note are in American dollars (USD) and can be redeemed through the future purchase of goods. In the case of credit notes relating to sales incentives, these are redeemable on new purchases after the completion of incentive qualifying period. If upon redeeming the credit note, the cost payable for the purchased goods exceeds the credit note value, the Buyer will need to pay the difference.
- 10.3. All credit notes are valid for 12 months from the issue date as noted on the provided receipt. It is the Buyer's responsibility to redeem the value placed on the credit note within that time frame. The Seller is unable to extend credit notes beyond the expiry date. Expired Seller credit notes cannot be used for purchases or otherwise redeemed.

## 11. INTELLECTUAL PROPERTY (IP)

- 11.1. The fact that the Seller supplies Products and/or Services to the Buyer, even if pursuant to an ongoing or periodic contractual relationship, shall not confer upon the Buyer any right to use in any form the Seller's trade marks (including without limitation the Omnisource name or logo) nor any other trade marks nor any trade marks which are similar to or could be confused with the trade marks or with the name "Omnisource" or other names of companies within the Omni United Group, unless in any such case the Seller has given a specific written authorisation.
- 11.2. The Buyer shall give in advance written notice to the Seller's Marketing Department of (i) each sales campaign, promotional activity and/or advertising, specifying the Products identified with the trade mark in relation to which the Buyer is requesting the authorisation, as well as of (ii) any other proposed use of the trade mark (including without limitation on signs). The Seller shall be free to determine in its sole and unfettered discretion its response to any such requests and shall be free - directly and/or indirectly through the owner of the trade mark or the trade mark licensee - to give the authorisation requested. If no response is given, such lack of a response shall be interpreted as a denial to the use of the trade mark and shall not be interpreted as any sort of tacit consent to the requested use.
- 11.3. The Buyer hereby grants to the Seller the right to carry out controls and inspections in the Buyer's premises at any time to verify the compliance by the Buyer with the provisions set out in this Condition.

## 12. DESIGN AND TECHNICAL INFORMATION

- 12.1. All catalogues, brochures, specifications or other technical characteristics, data or other descriptive matter included in any sales promotional material or in the Seller's tender are intended to give a general description of the Products offered and shall not form part of the Contract unless the Seller expressly agrees otherwise in writing.
- 12.2. The Seller claims proprietary rights in the items and information associated with the Products and/or Services. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by the Buyer without the Seller's prior written consent and shall be returned immediately upon the Seller's request.

## 13. CONFIDENTIALITY

The parties agree to keep confidential and not to disclose to any third party all commercial and technical information of the other party, which comes to their knowledge in the course of the supply of the Products and/or Services, unless such information is or becomes public knowledge without fault of the receiving party. Affiliated companies of the Seller are not deemed to be third parties for the purpose of this clause. The terms of this provision shall survive for a period of five (5) years after the last supply of the Products and/or Services.

## 14. WARRANTY

- 14.1. The Seller's warranty is set forth in the Seller's Warranty Policy which can be accessed on the Omni United Product website [www.omni-united.com](http://www.omni-united.com)
- 14.2. The Seller will have no other obligation whatsoever with regard to the goods except as stated in the warranty. The warranty is exclusive, and Seller hereby expressly disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall Seller be responsible for incidental, consequential, punitive or liquidated damages.

## 15. CHANGES & CANCELLATION

- 15.1. Changes to existing schedules or orders are subject to the Seller's acceptance and may result in an increase in per piece price due to any reschedule and/or order changes. Upon the Buyer's written request, the Seller may accept temporary holds on orders for rescheduling purposes for a cumulative period not to exceed seven (7) days. Upon the expiration of this 7-day period, if the Buyer has not communicated its rescheduled date, the Seller reserves the right to recommence shipments in accordance with the original schedule or cancel the order without prejudice to the Seller's rights to its cost reimbursement set forth hereunder.
- 15.2. Cancellations to existing schedules or orders are subject to the Seller's prior written acceptance and reimbursement by the Buyer of the Seller's incurred costs, including all labour costs and expenses and costs of materials that are not usable by Omni United. Such incurred costs will be determined by the Seller and communicated in writing to the Buyer.

## 16. RETURNS

No products shall be returned to the Seller, whether for inspection, repair, replacement, or any other reason, without prior approval from the Seller. Products and parts must be returned in new or like new condition with complete identification in accordance with our instruction or the shipment may not be accepted. All returns must be sent to the Seller DDP to the Seller's designated location (per Incoterms ICC 2020) unless otherwise instructed. The Buyer cannot seek compensation from Seller for the products the Buyer is not able to sell or seek compensation for the depreciation in the inventory value.

## 17. REMEDIES

Any lawsuit or legal claim for breach of this Contract must be brought within one (1) year after the breach occurs. This does not affect the Buyer's obligation to inspect the condition of the purchased object as soon as feasible in the normal course of business and, if he discovers defects for which the Seller is liable under Warranty, to notify the Seller without delay (Art. 201 para. 1 of the Swiss Code of Obligations).

## 18. CURRENCY

Unless otherwise indicated on the Quotation, order acknowledgement or invoice, all payments are to be made in US Dollars currency.

## 19. COMPLIANCE WITH LAWS

- 19.1. The Seller shall comply with all laws and regulations to which the Seller is subject pertaining to the manufacture of the Products. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organisations. The Seller shall not be responsible for noncompliance with laws arising out of combination, operation or use of the Products with products not supplied by the Seller where use of the Products without such combination, operation or use would be in compliance with such laws.
- 19.2. The Buyer shall obtain all licenses, permits and approvals required by any government or applicable authority, including any recycling or take-back programmes applicable to packaging of Products, and shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the use, sale, loan, purchase, destruction and distribution

of Products under any laws and regulations, of any government or other competent authority where the Products are to be used or deployed (collectively, "Applicable Laws"). In the event of any third-party claim against the Seller relating to the foregoing, the Buyer shall provide all necessary information and assistance in the resolution of the claim and the Buyer shall indemnify and hold the Seller harmless against any such third-party's claim. The Buyer warrants that it shall not take any action or permit or authorise any action that will render the Seller liable for a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act and any applicable local law, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or the Seller in obtaining or retaining business. The Seller strives to maintain the highest standards of business integrity. If the Buyer has any cause for concern regarding any business practices these should be reported to the Seller.

- 19.3. The Buyer acknowledges that the failure to comply with all such Applicable Laws and/or the Seller's policies will be deemed a material breach of this Contract and shall entitle the Seller to terminate this Contract (in addition to any other remedies the Seller may have at law or equity). The Buyer agrees to indemnify, defend and hold the Seller harmless from any breach of the Buyer's obligation under this clause.

## 20. EXPORT, RE-EXPORT, TRANSFER AND USE CONTROLS

The Products (or Services) supplied by the Seller under this Contract may be subject to export controls under the laws and regulations of the United States (U.S.), the United Nations, the European Union or the country of export pursuant to applicable law. Such regulations include but are not limited to the U.S. Export Administration Act and Trading with Enemy Act and the International Traffic in Arms Regulation (ITAR). The Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of the Seller Products and will obtain all required U.S., UN, EU and local authorisations, permits, or licenses. The Seller and the Buyer each agree to provide the other party with information, support documents, and assistance as may reasonably be required by the other in connection with securing authorisations or licenses. The Buyer's obligations under this clause shall survive the expiration or termination of this Contract. The Buyer shall not take any action in connection with the Seller's Products and Services deemed to support a boycott of any country un-authorised by the Government of the United States, the United Nations, the European Union or any government and pursuant to applicable law, or otherwise take any action which will place the Seller or any other associated company of Omni United in jeopardy of breaching or violating any such laws or regulations or interpretations thereof.

## 21. CYBERCRIME

- 21.1. Due to increasing risk posed by cyber fraud, specifically affecting email accounts and bank account details. Please note that the Seller's bank account details will not change during the course of a transaction.
- 21.2. The Seller will not change bank details via email, the Buyer will be responsible for checking account details with the Seller in person if in any doubt, the Seller will not accept responsibility if you transfer money into an incorrect account.
- 21.3. Any change in the Seller's bank details will be communicated either through: (i) a LETTER (not email) sent to you as an attachment to an email on the Seller's company letter head duly signed and followed by a personal telephone call to confirm the same or (ii) a COMMUNICATION from one of our US Bank on the bank's letter head (hard copy) to make the wire payment to them with the beneficiary name of the Seller and its corresponding bank account number by way of notification for assignment of debt to that particular bank. This letter will be counter signed by an Omnisource's executive and followed up by a phone call to confirm the same.

## 22. TERMINATION

If a party breaches any of the provisions of this Contract, the non-breaching party may terminate this Contract as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) day period. The termination of the Contract in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.

## 23. BANKRUPTCY

If bankruptcy proceedings are instituted against any contracting party or an application for bankruptcy proceedings against that party is not granted for insufficiency of assets, the other party may terminate the contract with a prior written notice subject to any applicable mandatory law. Notwithstanding the foregoing, the Seller's title to the delivered goods shall not be affected by the bankruptcy and/or insolvency proceedings. At its discretion and at any time, the Seller shall be entitled to enter the Buyer's premises and re-take possession of any goods that have been delivered but remained unpaid by the Buyer.

## 24. ASSIGNMENT

The Seller shall be entitled to delegate, transfer or assign its rights and obligations arising from the Contract, in whole or in part, to any affiliated company of the Seller. The Seller may, without the Buyer's consent, assign the right to receive any amount due to Seller's designated bank.

## 25. PERSONAL DATA PROCESSING

In performing the Contract as defined, the parties may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"). Such individuals may include employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Each party acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertake to treat Personal Data strictly confidential and to use them only within the limits authorised by the Seller. If necessary and upon request of the Seller, the Buyer shall procure from its employees, agents or sub-contractor that they sign the Seller standard individual forms regarding the protection of Personal Data. The parties' consent to the processing of their respective Personal Data. In particular each party agrees expressly that the other party communicates the received Personal Data to any service provider for accounting, financing, contract management purposes.

## 26. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations under this Agreement, to the extent causes beyond its reasonable control make performance impossible or impractical, including but not limited to acts of God, riots, war, accidents, fires, floods, explosions, vandalism, strikes or labour disputes, government and competent authorities orders, embargoes and trade limitations, changes in law or regulation, or any other force majeure event or circumstance, whether or not foreseeable.

## 27. GOVERNING LAW

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Texas e without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any dispute, controversy or claim arising out of or in connection with any Contract as defined, including governing law, validity, invalidity, breach or termination, that cannot be settled amicably within sixty (60) days shall fall within the exclusive jurisdiction of the competent court in the State of Texas.