



Rush Powder Coatings Inc

Terms & Conditions Effective July 22, 2024

The following terms and conditions also shall apply to the sale of Rush Powder Coatings, Inc goods or coating services ("goods") from Rush Powder Coatings, Inc and/or its affiliates to the purchaser ("Purchaser").

**Payment Terms \$20,001 or Greater:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make a deposit to Rush Powder Coatings, Inc. of forty percent (40%) of the price of the goods to be purchased under this Agreement ("Deposit"). Thirty percent (30%) of the price of the goods to be purchased shall be paid prior to shipping. Payment of the remainder of the price of the goods owed to Rush Powder Coatings Inc hereunder shall be made within thirty (30) days from the date of completion. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Rush Powder Coatings Inc

**Payment Terms \$10,000-\$20,000:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make a deposit to Rush Powder Coatings Inc of fifty percent (50%) of the price of the goods to be purchased under this Agreement ("Deposit"). Payment of the remainder of the price of the goods owed to Rush Powder Coatings Inc hereunder shall be made within thirty (30) days from the date of completion. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Rush Powder Coatings Inc

**Domestic Payment Terms:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make payment of the price of the goods owed to Rush Powder Coatings, Inc hereunder shall be made within thirty (30) days from the date of delivery or upon completion, whichever is sooner. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Rush Powder Coatings, Inc.

**Cancellation:** If Purchaser cancels this order for goods or otherwise breaches this Agreement before the goods are completed or shipped, Rush Powder Coatings, Inc may treat this Agreement as terminated and receive as its remedy a percentage of the total sum, determined at the sole discretion of Rush Powder Coatings, Inc for services and goods rendered. Purchaser and Rush Powder Coatings, Inc agree that the amount of actual damages which Rush Powder Coatings, Inc would suffer as a result of Purchaser's breach would be extremely difficult to ascertain and agree, that a reasonable estimate of Rush Powder Coatings, Inc's damages and is not intended to constitute a penalty.

**Interest:** Purchaser agrees to pay interest in the amount of 1.5% per month compounded monthly, or the highest rate permitted by applicable law, whichever is less, on any amount payable hereunder from the date such amount is due until such amount, together with the interest thereon, is paid in full to Rush Powder Coatings, Inc.

**Rush Powder Coatings, Inc Expenses:** Purchaser shall pay to Rush Powder Coatings, Inc all fees, costs, and expenses (including, without limitation, attorneys' fees, costs, and expenses) that Rush Powder Coatings, Inc incurs in collecting any amounts due from Purchaser or in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions of this Agreement.

**Shipping Terms:** All goods shall be shipped F.O.B. Rush Powder Coatings, Inc's shipping point in accordance with Rush Powder Coatings, Inc's standard freight policy in effect at the time of shipment. Rush

Powder Coatings, Inc shall invoice Purchaser for, and Purchaser agrees to pay all freight and insurance costs incurred by Rush Powder Coatings, Inc in connection with the shipment of goods to Purchaser (or the destination point designated by Purchaser), and risk of loss for such goods shall pass to Purchaser immediately upon delivery of the goods to the carrier.

Notwithstanding anything to the contrary contained herein, title to such goods shall pass to Purchaser only upon payment in full of all amounts owed to Rush Powder Coatings, Inc. Rush Powder Coatings, Inc shall not be responsible for any duties or taxes owed (state, local or otherwise), or freight or transportation expenses unless agreed to in writing by Rush Powder Coatings, Inc.

**Security Interest:** Purchaser hereby assigns, pledges and grants to Rush Powder Coatings, Inc. a continuing, purchase money security interest in the goods and all proceeds thereof to secure payment of the full purchase price of the goods, freight and insurance costs incurred by Rush Powder Coatings, Inc., together with interest and all other amounts due from Purchaser to Rush Powder Coatings, Inc. in connection with the sale and purchase of the goods. Purchaser represents and warrants that all "Purchaser Information" provided below is true and correct in all respects. Purchaser authorizes Rush Powder Coatings, Inc. to file such financing statements covering the goods and containing such language and information as Rush Powder Coatings, Inc. shall deem necessary or desirable to protect Rush Powder Coatings, Inc.'s security interest in the goods. Purchaser shall not file any amendments, correction statements or termination statements concerning the goods without the prior written consent of Rush Powder Coatings, Inc.

**Guaranty:** Each party identified below as a Guarantor ("Guarantor") hereby joins in this Agreement for the purpose of absolutely and unconditionally guaranteeing the payment of all amounts owed by Purchaser hereunder ("Obligations"), together with all costs, reasonable attorneys' fees and expenses paid or incurred by Rush Powder Coatings, Inc in connection with any attempts to collect such Obligations or the enforcement and collection of this Guaranty.

**Force Majeure:** Rush Powder Coatings, Inc shall arrange reasonably prompt shipment of products pursuant to terms hereof provided, however, that Rush Powder Coatings, Inc shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine, restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Rush Powder Coatings, Inc's warehouse, boycott, embargo or any act or regulation of government or governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond the reasonable control of Rush Powder Coatings, Inc.

**Inspection:** Upon receipt of a shipment, Purchaser or its consignee shall be responsible for inspecting the goods and securing written acknowledgment from the carrier for any shortages, loss, or damage. Purchaser shall notify Rush Powder Coatings, Inc within five (5) days of receipt of any shipment of any shortages, defects, or non-conforming goods in that shipment. In the event Purchaser fails to notify Rush Powder Coatings, Inc within such five-day period of any shortages, defects or non-conforming goods, the goods shall be deemed accepted.

**Warranty and Disclaimer of Warranties:** Rush Powder Coatings, Inc (RPC) shall warranty its powder coatings for a period of one year from the date of shipment. RPC warrants that the process of the pretreatment and cure of all parts powder coated meets or exceeds the industry standards set forth by the powder manufacturers.

Due to environment, consumer usage, metal construction and fabrication variances, all of which are out of the control and responsibility of RPC, this warranty is limited. It is RPC's responsibility under this warranty to renew the powder coating on the item that has been determined that powder coating workmanship by RPC or a powder coat material was defective. RPC upon notice and determination of valid claim will re-coat parts at their own expense. RPC is not liable for the cost of take down, re-installation or transport of effected parts. RPC reserves the right to inspect and to determine cause for failure of coating.

**Disclaimer of Warranties:**

- Tubes or pipes that have end caps and do not have a weep hole have a high risk of vapors escaping during the curing process that will damage the powder finish in an oven. Without a weep hole for the gases to escape, RPC, is not responsible for the damage an oven may produce.

- Exterior Products that are not welded solid allow moisture to build up in places that the powder coat cannot penetrate. RPC is not responsible for these areas that MAY rust after installation, discolorations due to weep age.
- Weldments and frames that have overlapping metals trap moisture and will rust if the overlapping metals are not seal welded. RPC is not responsible for the rust that will build up and spread from these areas or discolorations due to weep age.
- Sharp edges must be rounded to be able to hold an appropriate mil thickness of powder. Sharp edges that are not rounded will rust. RPC is not responsible for rust that occurs due to sharp edges.
- Design and/or welding flaws, such as pin holes, overlapping steel placements or non-sealed welds that allow moisture to build up and cause rust are not covered by this warranty.
- RPC does not warranty items damaged by nicks, cuts, scratches or any other normal wear and tear on the item as it is being used
- The following acts and/or omissions will void the warranty:
  - Physical damage due to transport or installation
  - Contact with salt water, magnesium chlorides, ice melt
  - Contact with chlorine, fertilizer pesticides, or industrial chemical agents
  - Contact with sprinkler systems, tree sap, entangled vegetation
  - Alteration of coating by owner or agents of owner
  - Physical damage due to acts of God

RUSH POWDER COATINGS, INC HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, APPLICABLE TO THE GOODS SOLD, INCLUDING WITHOUT LIMITATION, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**EXCLUSIVE REMEDY FOR BREACH OF WARRANTY:** All goods claimed to be defective must be returned to Rush Powder Coatings, Inc for inspection, charges prepaid. All collect shipments will be refused. If, upon inspection, Rush Powder Coatings, Inc determines to its satisfaction that any part of the goods does not conform to the Warranty, Rush Powder Coatings, Inc shall, at its option, correct the defect by repair or replacement. This is the sole and exclusive remedy for breach of the Warranty. If defective goods are replaced by Rush Powder Coatings, Inc, the replaced goods shall become the property of Rush Powder Coatings, Inc. If, upon inspection, the goods are found to conform to the Warranty, the goods will be returned to Purchaser only upon Purchaser's request and at Purchaser's expense.

#### **LIMITATION OF LIABILITY.**

RUSH POWDER COATINGS, INC'S LIABILITY ARISING OUT OF OR RELATED TO THE GOODS OR THE SALE OF ANY GOODS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF SUCH GOODS PAID BY PURCHASER TO RUSH POWDER COATINGS, INC. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RUSH POWDER COATINGS, INC BE LIABLE, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, FOR PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, LIABILITY FOR DELAY CAUSED BY RUSH POWDER COATINGS, INC, INCLUDING DELAY CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP. PURCHASER AGREES TO INDEMNIFY AND HOLD RUSH POWDER COATINGS, INC HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS OR CAUSES OF ACTION, RELATED TO OR ARISING IN WHOLE OR IN PART FROM THE GOODS OR THE SALE OF GOODS TO PURCHASER, AND TO REIMBURSE RUSH POWDER COATINGS, INC FOR ALL COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS AND EXPENSES) THAT RUSH POWDER COATINGS, INC INCURS IN CONNECTION WITH ANY SUCH CLAIMS, DEMAND OR CAUSES OF ACTION.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of laws or rules.

**Forum:** Any civil action based upon, arising out of, or in any manner connected with this Agreement, its breach, or any of the transactions contemplated by this Agreement shall be commenced in and determined by one of the federal or state courts in Marion County, Indiana, U.S.A. Each of the parties to this Agreement, including Guarantor: (a) irrevocably and unconditionally consents and submits to the in personam jurisdiction

of such courts in any such action; (b) consents to service of process in accordance with the rules governing proceedings in any such court; and (c) irrevocably waives and covenants not to assert any objection to the laying of venue in any such court in any such action.

**Notices:** All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered or two days after mailing by U.S. certified or registered first-class mail, prepaid and addressed to the parties at their principal place of business or at such other addresses as the parties may designate by written notice.

**General:** (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of all parties (including the Guarantor). (b) The failure of Rush Powder Coatings, Inc to insist, in any instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any terms, covenant or condition or the future exercise of such right. (c) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result. (d) The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein. (e) This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may not assign this Agreement without the prior written consent of Rush Powder Coatings, Inc, which Rush Powder Coatings, Inc may withhold or grant in its sole and absolute discretion, and any purported assignment made without such consent shall be null and void.



Dependable Blasting, LLC

Terms & Conditions Effective July 22, 2024

The following terms and conditions also shall apply to the sale of Dependable Blasting, LLC goods blasting or coating services ("goods") from Dependable Blasting, LLC and/or its affiliates to the purchaser ("Purchaser").

**Payment Terms \$20,001 or Greater:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make a deposit to Dependable Blasting, LLC of forty percent (40%) of the price of the goods to be purchased under this Agreement ("Deposit"). Thirty percent (30%) of the price of the goods to be purchased shall be paid prior to shipping. Payment of the remainder of the price of the goods owed to Dependable Blasting, LLC hereunder shall be made within thirty (30) days from the date of completion. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Dependable Blasting, LLC

**Payment Terms \$10,000-\$20,000:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make a deposit to Dependable Blasting, LLC of fifty percent (50%) of the price of the goods to be purchased under this Agreement ("Deposit"). Payment of the remainder of the price of the goods owed to Dependable Blasting, LLC hereunder shall be made within thirty (30) days from the date of completion. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Dependable Blasting, LLC

**Domestic Payment Terms:** Notwithstanding anything to the contrary contained herein, upon acceptance of this Agreement, the Purchaser agrees to make payment of the price of the goods owed to Dependable Blasting, LLC hereunder shall be made within thirty (30) days from the date of delivery or upon completion, whichever is sooner. Payment shall be in United States currency by ACH or wire transfer of immediately available funds, or by check made payable to Dependable Blasting, LLC .

**Cancellation:** If Purchaser cancels this order for goods or otherwise breaches this Agreement before the goods are completed or shipped, Dependable Blasting, LLC may treat this Agreement as terminated and receive as its remedy a percentage of the total sum, determined at the sole discretion of Dependable Blasting, LLC for services and goods rendered. Purchaser and Dependable Blasting, LLC agree that the amount of actual damages which Dependable Blasting, LLC would suffer as a result of Purchaser's breach would be extremely difficult to ascertain and agree, that a reasonable estimate of Dependable Blasting, LLC 's damages and is not intended to constitute a penalty.

**Interest:** Purchaser agrees to pay interest in the amount of 1.5% per month compounded monthly, or the highest rate permitted by applicable law, whichever is less, on any amount payable hereunder from the date such amount is due until such amount, together with the interest thereon, is paid in full to Dependable Blasting, LLC .

**Dependable Blasting, LLC Expenses:** Purchaser shall pay to Dependable Blasting, LLC all fees, costs, and expenses (including, without limitation, attorneys' fees, costs, and expenses) that Dependable Blasting, LLC incurs in collecting any amounts due from Purchaser or in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions of this Agreement.

**Shipping Terms:** All goods shall be shipped F.O.B. Dependable Blasting, LLC 's shipping point in

accordance with Dependable Blasting, LLC 's standard freight policy in effect at the time of shipment. Dependable Blasting, LLC shall invoice Purchaser for, and Purchaser agrees to pay all freight and insurance costs incurred by Dependable Blasting, LLC in connection with the shipment of goods to Purchaser (or the destination point designated by Purchaser), and risk of loss for such goods shall pass to Purchaser immediately upon delivery of the goods to the carrier.

Notwithstanding anything to the contrary contained herein, title to such goods shall pass to Purchaser only upon payment in full of all amounts owed to Dependable Blasting, LLC. Dependable Blasting, LLC shall not be responsible for any duties or taxes owed (state, local or otherwise), or freight or transportation expenses unless agreed to in writing by Dependable Blasting, LLC.

**Security Interest:** Purchaser hereby assigns, pledges and grants to Dependable Blasting, LLC a continuing, purchase money security interest in the goods and all proceeds thereof to secure payment of the full purchase price of the goods, freight and insurance costs incurred by Dependable Blasting, LLC, together with interest and all other amounts due from Purchaser to Dependable Blasting, LLC in connection with the sale and purchase of the goods. Purchaser represents and warrants that all "Purchaser Information" provided below is true and correct in all respects. Purchaser authorizes Dependable Blasting, LLC. to file such financing statements covering the goods and containing such language and information as Dependable Blasting, LLC. shall deem necessary or desirable to protect Dependable Blasting, LLC's security interest in the goods. Purchaser shall not file any amendments, correction statements or termination statements concerning the goods without the prior written consent of Dependable Blasting, LLC.

**Guaranty:** Each party identified below as a Guarantor ("Guarantor") hereby joins in this Agreement for the purpose of absolutely and unconditionally guaranteeing the payment of all amounts owed by Purchaser hereunder ("Obligations"), together with all costs, reasonable attorneys' fees and expenses paid or incurred by Dependable Blasting, LLC in connection with any attempts to collect such Obligations or the enforcement and collection of this Guaranty.

**Force Majeure:** Dependable Blasting, LLC shall arrange reasonably prompt shipment of products pursuant to terms hereof provided, however, that Dependable Blasting, LLC shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine, restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Dependable Blasting, LLC 's warehouse, boycott, embargo or any act or regulation of government or governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond the reasonable control of Dependable Blasting, LLC.

**Inspection:** Upon receipt of a shipment, Purchaser or its consignee shall be responsible for inspecting the goods and securing written acknowledgment from the carrier for any shortages, loss, or damage. Purchaser shall notify Dependable Blasting, LLC within five (5) days of receipt of any shipment of any shortages, defects, or non-conforming goods in that shipment. In the event Purchaser fails to notify Dependable Blasting, LLC within such five-day period of any shortages, defects or non-conforming goods, the goods shall be deemed accepted.

**Warranty and Disclaimer of Warranties:** Dependable Blasting LLC(DBLLC) shall warranty its blasting services for a period of 24 hours from the date of completion. DBLLC warrants that the process of the treatment of all parts meet or exceeds the industry standards set forth by NACE/AAMP.

Due to environment, consumer usage, metal construction and fabrication variances, all of which are out of the control and responsibility of DBLLC, this warranty is limited. It is DBLLC's responsibility under this warranty to renew the surface on the item that has been determined that the workmanship by DBLLC was insufficient. DBLLC upon notice and determination of valid claim will re-blast parts at their own expense. DBLLC is not liable for the cost of take down, re-installation or transport of effected parts. DBLLC reserves the right to inspect and to determine the cause for insufficient blasting or corrosion.

**Disclaimer of Warranties:**

- Media blasting cleans surfaces to such a high degree, that it can commonly uncover hidden cracks, weaknesses & structural issues, that may have been hidden by dirt, corrosion, rust or paint and are not covered by this warranty

- Material warpage, broken welds, unsecured bent pieces/brackets, cracks, or failures in the structure itself due to exposed or hidden corrosion, prior damage are not covered by this warranty.
- Dependable Blasting LLC will not be held accountable for any damage found during or after the blasting process.
- Exterior Products that are not welded solid allow moisture to build up in places that the blast media cannot penetrate. DBLLC is not responsible for these areas that MAY contain rust upon completion of blasting and discolorations due to weep age.
- Weldments and frames that have overlapping metals trap moisture and will rust if the overlapping metals are not seal welded. DBLLC is not responsible for the rust that will build up and spread from these areas or discolorations due to weep age.
- Design and/or welding flaws, such as pin holes, overlapping steel placements or non-sealed welds that allow moisture to build up and cause rust are not covered by this warranty.
- DBLLC does not warranty items damaged by nicks, cuts, scratches or any other normal wear and tear on the item as it is being handled, loaded or used.
- The following acts and/or omissions will void the warranty:
  - Physical damage due to transport or installation
  - Contact with water, salt water, magnesium chlorides, ice melt
  - Contact with chlorine, fertilizer pesticides, or industrial chemical agents
  - Contact with sprinkler systems, tree sap, entangled vegetation
  - Alteration of coating by owner or agents of owner
  - Physical damage due to acts of God

DEPENDABLE BLASTING LLC HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, APPLICABLE TO THE GOODS SOLD, INCLUDING WITHOUT LIMITATION, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**EXCLUSIVE REMEDY FOR BREACH OF WARRANTY:** All goods claimed to be defective must be returned to Dependable Blasting, LLC for inspection, charges prepaid. All collect shipments will be refused. If, upon inspection, Dependable Blasting, LLC determines to its satisfaction that any part of the goods does not conform to the Warranty, Dependable Blasting, LLC shall, at its option, correct the defect by repair or replacement. This is the sole and exclusive remedy for breach of the Warranty. If defective goods are replaced by Dependable Blasting, LLC, the replaced goods shall become the property of Dependable Blasting, LLC. If, upon inspection, the goods are found to conform to the Warranty, the goods will be returned to Purchaser only upon Purchaser's request and at Purchaser's expense.

#### **LIMITATION OF LIABILITY.**

DEPENDABLE BLASTING, LLC'S LIABILITY ARISING OUT OF OR RELATED TO THE GOODS OR THE SALE OF ANY GOODS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF SUCH GOODS PAID BY PURCHASER TO DEPENDABLE BLASTING, LLC. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL DEPENDABLE BLASTING LLC BE LIABLE, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, FOR PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, LIABILITY FOR DELAY CAUSED BY DEPENDABLE BLASTING, LLC, INCLUDING DELAY CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP. PURCHASER AGREES TO INDEMNIFY AND HOLD DEPENDABLE BLASTING LLC HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS OR CAUSES OF ACTION, RELATED TO OR ARISING IN WHOLE OR IN PART FROM THE GOODS OR THE SALE OF GOODS TO PURCHASER, AND TO REIMBURSE DEPENDABLE BLASTING LLC FOR ALL COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS AND EXPENSES) THAT DEPENDABLE BLASTING LLC INCURS IN CONNECTION WITH ANY SUCH CLAIMS, DEMAND OR CAUSES OF ACTION.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of laws or rules.

**Forum:** Any civil action based upon, arising out of, or in any manner connected with this Agreement, its breach, or any of the transactions contemplated by this Agreement shall be commenced in and determined

by one of the federal or state courts in Marion County, Indiana, U.S.A. Each of the parties to this Agreement, including Guarantor: (a) irrevocably and unconditionally consents and submits to the in personam jurisdiction of such courts in any such action; (b) consents to service of process in accordance with the rules governing proceedings in any such court; and (c) irrevocably waives and covenants not to assert any objection to the laying of venue in any such court in any such action.

**Notices:** All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered or two days after mailing by U.S. certified or registered first-class mail, prepaid and addressed to the parties at their principal place of business or at such other addresses as the parties may designate by written notice.

**General:** (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of all parties (including the Guarantor). (b) The failure of Dependable Blasting, LLC to insist, in any instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any terms, covenant or condition or the future exercise of such right. (c) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result. (d) The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein. (e) This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may not assign this Agreement without the prior written consent of Dependable Blasting, LLC, which Dependable Blasting, LLC may withhold or grant in its sole and absolute discretion, and any purported assignment made without such consent shall be null and void.