



ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS.

1. **AGREEMENT:** AHEAD, INC. AND ITS AFFILIATES (COLLECTIVELY, "AHEAD") DO NOT ACCEPT AND EXPRESSLY OBJECT TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY DOCUMENTATION OR COMMUNICATION FROM PURCHASER OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY TERMS SET FORTH IN ANY PURCHASE ORDER ("PURCHASE ORDER"), ACKNOWLEDGEMENT, STATEMENT OF TERMS AND CONDITIONS OR ANY OTHER SUCH DOCUMENT OR COMMUNICATION FROM THE PURCHASER ("CUSTOMER") OF ANY PRODUCTS OR SERVICES (EACH AS DEFINED BELOW) FROM AHEAD, WHICH IS DIFFERENT FROM OR ADDITIONAL TO THE TERMS AND CONDITIONS CONTAINED HEREIN (THESE "TERMS"), EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE PRICE QUOTE PROVIDED BY AHEAD (THE "PRICE QUOTE"). NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST AHEAD UNLESS SPECIFIED IN WRITING AND SIGNED BY AHEAD. AHEAD'S RECEIPT OF THE SIGNED PRICE QUOTE OR A PURCHASE ORDER OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER FROM THE CUSTOMER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THESE TERMS INCLUDING ANY ADDITIONAL TERMS IN THE PRICE QUOTE PROVIDED FROM AHEAD.

2. **PRICING:** Prices shall be the fees for Products or Services as agreed to between Customer and Ahead. "Products" shall refer to those software and hardware goods as well as associated services provided by the manufacturer that are listed in the Price Quote. "Services" are those services performed by Ahead (including its subcontractors) that are listed in the Price Quote. All information, prices and specifications shown in Ahead's advertisements, catalogues, brochures, product and price lists, website or otherwise are indicative, subject to change without notice and shall under no circumstances bind Ahead. Ahead reserves the right, by giving notice to Customer at any time before Delivery (as defined below) of the Products or the completion of Services, as applicable, to increase the price of Products or Services to reflect any factor beyond the control of Ahead, including, without limitation, changes in the price charged to Ahead by the Product manufacturer; any foreign exchange fluctuation, currency regulation, tariff, or other market fluctuation; imposition or alteration of taxes, duties, tariffs, other governmental charges, or other fees in the nature of a tax; significant increase in the costs of labor, materials or other costs of manufacture; any change in delivery dates, quantities or specifications for the Products or Services which is requested by Customer or any delay caused by any instructions of Customer or failure of Customer to give Ahead adequate information or instructions. Ahead also reserves the right to make changes to quoted prices for pricing errors, clerical errors, or other errors or omissions. Except as expressly stated in the Price Quote, prices do not include, and Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on Ahead's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The taxes listed on a price quote are an estimate only and may vary from the taxes listed on the invoice, which shall take precedence. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

3. **PAYMENT:** Ahead shall invoice Customer: (i) upon the shipment of Products from the applicable manufacturer; or (ii) unless otherwise set forth in the Price Quote, upon the commencement of the performance of Services. Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice and shall be made in U.S. dollars. Ahead may require prepayment. All payments due to Ahead shall be made in full without any set-off or deduction to the amounts shown on the relevant invoice. Ahead may charge Customer interest on all amounts unpaid after 30 days from the date of the invoice at the annual rate of the lesser of (i) 1.5% per month or (ii) the highest interest rate permitted by law. If any invoice is not paid when due, payment shall be considered late, and Ahead may, at any time, suspend delivery or other performance with respect to any Products and/or Services without liability or penalty and take all other action available to Ahead under applicable law. If Ahead receives partial payment in an amount less than the full amount of any invoice, such receipt shall neither constitute a waiver of Ahead's right to collect the balance nor an accord and satisfaction, notwithstanding Ahead's endorsement of a check or other instrument. If Ahead engages counsel in respect of any late payment or default, Customer will pay, in addition to the balance then due and owing, all collection costs, court costs, administrative costs, investigation costs, reasonable attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Customer of these Terms.

4. CANCELLATION:

(a) Customer shall have no right to cancel, modify, reduce, or suspend delivery of, a signed Price Quote or Purchase Order once received by Ahead without Ahead's prior written consent. (b) Ahead reserves the right to cancel any Price Quotes and/or Purchase Orders placed by Customer or to refuse or delay shipment thereof, with no liability to Ahead, if Customer (i) fails to make any payment as provided under these Terms or under the terms of payment set forth in any invoice or otherwise agreed to by Ahead and Customer, (ii) fails to meet reasonable credit or financial requirements established by Ahead, including any limitations on allowable credit, (iii) otherwise fails to comply with these Terms, (iv) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors or (v) violates or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption or anti-money laundering or privacy laws. Ahead also reserves the right, with no liability to Ahead, to cancel any Price Quotes and/or any Purchase Orders, or any portion thereof, placed by Customer if the applicable Product manufacturer declines to sell Product under such Price Quote or Purchase Order for any reason whatsoever.

5. **ACCEPTANCE.** A Price Quote or Purchase Order is binding only after acceptance by an authorized officer of Ahead. Use by Ahead of any payments made by Customer prior to shipment shall not constitute acceptance by Ahead. Notwithstanding the foregoing, Ahead shall be entitled to revoke its acceptance hereof without any liability whatsoever to Customer if, at any time prior to the shipment of the Products covered hereby if Ahead becomes aware of a change in the financial position of Customer which would, in Ahead's opinion, affect Customer's ability to perform its obligations hereunder or if the applicable Product manufacturer declines to sell Product to Customer, for any reason whatsoever. In such instance, Ahead's sole obligation in such event shall be to return to Customer any down payment which Ahead is holding hereunder.

6. DELIVERY:

(a) All quoted delivery dates for Products and Services are estimates only and Ahead shall not be liable for any failure to deliver the Products or perform the Services, as applicable, at the specified time or on the specified date unless agreed in writing between the parties. Delivery dates for Services are based on standard working days and may be subject to change based on availability of personnel and Customer's timely completion of its obligations (including obtaining any necessary approvals) hereunder. Ahead reserves the right to make delivery in installments and all such installments, when separately invoiced, shall be paid for when due per Ahead's invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries. Ahead will attempt to comply with reasonable requests by Customer for changes in delivery dates, but Ahead shall be under no obligation to do so. Additional charges may apply for changes in delivery dates or times, at Ahead's discretion.

(b) Unless otherwise agreed in writing by Ahead, all Products shall be delivered FCA Ahead's or the applicable manufacturer's facility or another location designated by Ahead, Incoterms 2020.

(c) Products that are shipped by Ahead will be packaged in accordance with Ahead's standard packaging specifications applicable at the time of shipment, unless otherwise agreed in writing by Ahead. Unless otherwise stated by Ahead, the price includes standard bulk packaging for domestic shipment. Upon Customer's request, Ahead may agree to provide special packaging, marking or forms, in each case, subject to additional charges and Ahead's prior written consent. Products that are shipped by the applicable Product manufacturer will be packaged in accordance with the manufacturer's standard packaging specifications applicable at the time of shipment.

7. TITLE AND RISK OF LOSS:

(a) Unless otherwise specified in the Price Quote or agreed in writing by Ahead, title to, and all risk of loss of or damage to, all Products will pass to Customer upon delivery to the carrier at the third-party Product manufacturer's facility ("Delivery"). Customer will be responsible for any claims relating to or arising from shipment and/or storage. Customer is responsible for all shipping and handling charges including inspection fees, assessments, import duties, V.A.T. and similar taxes. Such costs will be paid by Customer. Ahead reserves, and Customer hereby grants to Ahead, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

(b) Risk of loss in connection with any work performed by Ahead as part of any Services shall pass to Customer proportionately as Ahead completes the work under the applicable Price Quote. Title to any finished goods delivered or installed as a result of any Services will not pass to Customer until such time as Ahead has been paid all sums due for the Services pursuant to these Terms.

8. **SHORTAGE CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to Ahead within such 48-hour period or shall be waived. Upon rejection by Customer and Ahead's receipt of written notice thereof, Ahead may, at Ahead's option, require Customer to (a) provide photographs or other documentation of such claim and (b) make the Products (including packaging, wrappings and/or carton) subject to the claim available for inspection by Ahead or its authorized representative in order to substantiate the grounds for rejection of the Products. All rejected Products must be returned to Ahead, at Customer's expense, prior to replacement by Ahead. All returns shall be at Customer's risk and expense and must be sent to Ahead under DDP (Incoterms 2020) at the place of destination indicated by Ahead.

9. **RETURNS:** Customer acknowledges that Ahead shall have no obligation to accept returns of any Products or Services ordered by and sold to Customer. Ahead, at its sole discretion, may authorize the return of unused Products or Services. Such returns cannot be made without a return authorization in writing issued by Ahead. Any Products returned to Ahead without a return authorization will be refused and returned to Customer at Customer's expense. All prepaid Services expire 18 months from the order date and are non-refundable.

10. **SERVICES:** Unless otherwise provided in a separate agreement between Ahead and Customer, where Ahead provides Services, the manner and means used to perform the Services are at the sole discretion and control of Ahead. Ahead reserves the right to subcontract the installation of Products or the performance of any Services. To enable Ahead to provide the Services, Customer will, as applicable: (a) make all necessary preparation to the site by such date as may be specified in the Purchase Order or is reasonably required by Ahead, (b) obtain all permits, licenses, and authorizations required by state, local, or other authorities to enable Ahead to provide the Services, (c) provide Ahead with reasonable access to Customer's facilities, equipment and personnel, (d) promptly respond to any request for information, approvals, authorizations or decisions necessary to provide the Services, (e) promptly notify Ahead of any dangerous, operational or special conditions that may affect the provision of the Services and (f) perform any other obligations designated as Customer's responsibility as set forth in the Purchase Order or as otherwise mutually agreed by the parties in writing. Any failure by Customer to timely perform any of its obligations hereunder or under the Purchase Order shall extend Ahead's time of performance to the extent of the delay.

11. **CONFIDENTIALITY:** Customer shall keep confidential and not disclose to any persons any confidential and/or proprietary knowledge, information or materials, relating to Ahead's business, including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, software, customer names, customer supplied information, pricing, quantities, business and marketing plans and strategy, processes and trade secrets (collectively, "Confidential Information"). Customer shall not use the Confidential Information for any purpose other than performance of its obligations under these Terms. Customer shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the

degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. Upon Ahead's request, Customer shall promptly return or destroy all documents and other materials containing any of Ahead's Confidential Information, including all copies thereof, and Customer shall certify in writing its compliance with the foregoing obligations. Ahead shall be entitled to injunctive relief for any violation by the receiving party of this Section, without the requirement of posting a bond or other security or proving actual damages. The obligations of this Section will survive for five (5) years following the expiration or termination of this Agreement; provided, however, that, with respect to Confidential Information that constitutes (i) personal information, such obligations will survive indefinitely, and (ii) a trade secret under applicable law, such obligations will survive for so long as such trade secret status is maintained. Additionally, the use of Ahead's name or logo or other proprietary marks or those of Product manufacturers or other Ahead suppliers in any advertisement or other publication by Customer must be preapproved in writing by Ahead.

12. WARRANTIES AND REMEDIES: All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Ahead or the applicable Product manufacturer. Ahead represents, warrants and covenants that (i) Ahead shall perform all Services, if any, in material accordance with the specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for thirty (30) days from the completion thereof. Customer's exclusive remedy, if any, under these warranties is limited, at Ahead's election, to any one of: (a) refund of Customer's purchase price; (b) repair by Ahead or the manufacturer of any Products found to be defective; or (c) replacement of any such Product. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by Ahead or such manufacturer in order for a warranty to be valid, neither Ahead nor the Product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by Ahead or the Product manufacturer. EXCEPT AS SET FORTH HEREIN, AHEAD MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING UPON AHEAD'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE OR UPON ANY AFFIRMATIONS OF FACT OR PROMISES OF AHEAD EXCEPT AS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY AHEAD AND CUSTOMER. BEFORE USING OR PERMITTING THE USE OF THE PRODUCTS AND SERVICES, CUSTOMER SHALL DETERMINE THE SUITABILITY OF THE PRODUCTS AND SERVICES FOR THE INTENDED USE AND UNDER CUSTOMER'S OPERATING CONDITIONS, AND CUSTOMER SHALL ASSUME ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. IN THAT REGARD, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CUSTOMER AGREES AND ACKNOWLEDGES THAT IT IS ACCEPTING ANY PRODUCTS AND/OR SERVICES HEREUNDER ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS. AHEAD WILL HAVE NO LIABILITY OF ANY NATURE HEREUNDER FOR ANY DEFECTS, DELAYS, OR FAILURE TO DELIVER CAUSED BY ANY CUSTOMER-DESIGNATED SUPPLIER OF ANY COMPONENTS OR RAW MATERIALS. CUSTOMER ACKNOWLEDGES THAT IT DOES NOT RELY ON, AND WAIVES ANY CLAIM FOR BREACH OF, ANY REPRESENTATIONS AND WARRANTIES WHICH ARE NOT CONFIRMED IN WRITING BY AHEAD. AHEAD SHALL, AFTER PRODUCTS ARE TENDERED TO CUSTOMER, HAVE NO LIABILITY IN RESPECT OF ANY CHANGES IN QUALITY OF THE PRODUCTS ARISING FROM STORAGE OR TRANSPORTATION OF THE PRODUCTS OR FROM WILLFUL DAMAGES, NEGLIGENCE, ABNORMAL WORKING CONDITIONS, MISUSE OR ALTERATION OF THE PRODUCTS.

13. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE TOTAL LIABILITY OF AHEAD (BEYOND ANY EXPRESS WARRANTY OBLIGATION) TO CUSTOMER FROM ANY CAUSE WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY WILL BE LIMITED TO THE LESSER OF (I) CUSTOMER'S ACTUAL DAMAGES OR (II) THE PURCHASE PRICE PAID TO AHEAD FOR THE PRODUCT(S) OR SERVICE(S) THAT IS THE SUBJECT OF CUSTOMER'S CLAIM. EXCEPT AS EXPLICITLY PROVIDED HEREIN, AHEAD SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS OR SERVICES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT OR SERVICE (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES OR BY ANY FAILURE OR DELAY IN AHEAD'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED AHEAD OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. All claims hereunder against AHEAD must be brought within 12 months after the cause of action arises and Customer expressly agrees to this 12-month period and waives any other statute of limitations which might apply by operation of law or otherwise including under the Uniform Commercial Code.

14. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Ahead by its manufacturers, and Ahead does not warrant its accuracy and will not be liable for any error with regard to same.

15. INTELLECTUAL PROPERTY: All intellectual property rights in or relating to, the Products or Services, including, but not limited to, all technical data, processes, designs, drawings, engineering data, patent rights, trademarks, works of authorship, copyrights and copyrightable works (including those in computer programs, drawings, designs, documentation and specifications), trade secrets, proprietary rights in information (including in data, inventions, discoveries, know-how, formulas, processes, technical information and business information), license rights under the intellectual property rights of third parties and all other intellectual property rights whether or not subject to statutory registration or protection (collectively, "Intellectual Property Rights"), are owned by or licensed to Ahead or the applicable Product manufacturer, as applicable. The sale of any Products or Services to Customer in no way conveys to Customer, either expressly or by implication, any ownership or license whatsoever to any Intellectual Property Rights, except as may be expressly granted by Ahead or the applicable Product manufacturer in any materials which accompany the Products or Services upon delivery. Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to ascertain any algorithms, software source code, or other trade secrets underlying any of the Products or Services. Ahead, or the Product manufacturer, as applicable, expressly reserves its ownership rights in and to its Products and Services and all Intellectual Property Rights therein, and asserts that additional restrictions may apply to the use of the Products or Services, as set forth in the applicable Products or Services documentation and other materials which accompany the Products or Services. Any unauthorized use of Intellectual Property Rights, including, but not limited to its trademarks, is expressly prohibited. If Customer provides Ahead with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Ahead against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of this Section.

16. THIRD PARTY SOFTWARE AND INTELLECTUAL PROPERTY LICENSING: Any software, Product, and intellectual property included in or relating to software or Products is supplied by its manufacturer or licensor (not Ahead). Ahead makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all third party requirements including with regard to proprietary and similar rights in and to any Intellectual Property Rights (and shall comply with any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Ahead has broken the seal on any "shrink wrapped" software.

17. COMPLIANCE. Customer agrees: (a) to maintain true, accurate, and complete accounting records concerning the sale, use, and licensing of the Products; (b) to adhere to and comply with both U.S. and global trade laws, including but not limited to the U.S. International Traffic in Arms Regulations, Export Administration Regulations, and Foreign Assets Control Regulations (collectively, "Export Laws"), regardless of the respective countries in which they do business and shall screen end users against restricted U.S. party lists; and ensure business is not carried out by individuals, entities, countries, or territories sanctioned by the U.S. government; (c) to abide by all relevant anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, regardless of the respective countries in which they do business and maintain, monitor, and enforce anti-corruption policies, procedures, and internal controls and provide copies of such documents upon request; and (d) to ensure compliance with global competition laws which generally prohibit (i) price fixing; (ii) market and customer allocation; (iii) limiting production or supply of products/services; (iv) group boycott, or (v) bid rigging. Customer shall not export, re-export or release any Products that are subject to Export Laws, directly or indirectly, to any jurisdiction to which or person to whom, such export, re-export or release is prohibited by any applicable Export Laws. It is Customer's responsibility to obtain any license or other approvals and Customer will complete any documents requested by Ahead prior to exporting, re-exporting or releasing any Products that are subject to Export Laws. Ahead will have no obligation to make any shipment to Customer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. Customer shall indemnify, defend and hold Ahead, including its equity holders, directors, officers, employees, affiliates, successors and permitted assigns, harmless from and against any breach of this Section by Customer or any of its equity holders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers or vendors.

18. GOVERNING LAW AND CONSENT TO JURISDICTION: The Price Quote and these Terms shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws principles. Any court action which may be brought by any party pertaining to the Price Quote or these Terms shall be brought in federal or state courts having situs in Cook County, Illinois. The parties consent to personal jurisdiction and venue by state and federal courts in Illinois for any action pertaining to the Price Quote and these Terms by personal service of process within or without the State of Illinois. Ahead and Customer agree that the United Nations Convention on International Sale of Goods shall have no force or effect on transactions relating to the Price Quote or these Terms.

19. INDEPENDENT CONTRACTORS: Nothing contained in the Price Quote or these Terms shall be construed as creating a partnership or joint venture between Ahead and Customer, and Customer shall at all times be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Price Quote.

20. STATUTE OF LIMITATIONS: Except as otherwise expressly provided herein, any action that Customer may have against Ahead alleging Ahead's breach of any provision of these Terms must be commenced within one (1) year following Customer's discovery of the alleged breach or such claim shall be forever barred.

21. MODIFICATION; WAIVER: No modifications to these Terms will be enforceable except when in writing and signed by authorized representatives of both parties, unless otherwise expressly stated herein. Ahead will not be deemed to have waived any of its rights, powers or remedies under these Terms or at law or in equity unless such waiver is in writing and is executed by an authorized representative of Ahead. No delay or omission by Ahead in exercising any right, power or remedy will operate as a waiver thereof or of any other right, power or remedy. No waiver by Ahead of any default will operate as a waiver of any other default or of the same default or another occasion.

22. ASSIGNMENT: These Terms may not be transferred or assigned in whole or in part by Customer without the prior written consent of Ahead. Such consent shall not relieve Customer of its obligations and liabilities hereunder. Any transfer or assignment in violation of this Section will be null and void.

23. **MISCELLANEOUS PROVISIONS:** These Terms, together with the Price Quote and all schedules, attachments and documents incorporated herein and therein, shall constitute the entire agreement between the parties. The failure of either party at any time to require performance by the other party of any provision of these Terms shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this agreement constitute a waiver of any succeeding breach of the same or other provision.

24. **SEVERABILITY:** The invalidity or unenforceability of any provision contained herein shall not affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from the Price Quote and these Terms to the extent of its invalidity or unenforceability, and the Price Quote and these Terms shall be construed and enforced as if such documents did not contain that particular provision to the extent of its invalidity or unenforceability.

25. **EEO.** Both parties agree to comply with all applicable federal, state, and local laws regarding equal employment opportunity and will not discriminate against any employee or applicant for employment on race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance in any aspect of employment, including hiring, promotion, compensation, training, termination, or other terms and conditions of employment.

26. **LITIGATION COSTS.** The prevailing party shall be entitled to its reasonable costs and expenses, including, but not limited to all attorneys' fees and court costs incurred in the litigation of these Terms.

27. **FORCE MAJEURE.** Ahead will not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, pandemic, fire, flood, accident, explosion, insurrection, riots, national emergencies, war, armed conflict, acts of public enemies, acts of God, mechanical breakdown, strike or other labor trouble, plant shutdown, acts or omissions of Customer, unavailability of or interference with the usual means of transporting the Products, any law, regulation order, recommendation or request of any governmental authority having or claiming to have jurisdiction over Ahead, its subcontractors and/or its suppliers, or any supplier delays or supplier failures to deliver necessary materials or components. In addition, Ahead will be so excused in the event it is unable to acquire from its usual sources, and on terms it deems to be reasonable, any labor or material necessary for manufacturing the Products or performing the Services. In the event that there should be a shortage of any Product, Ahead may apportion its available Product among itself, its affiliates, and all of its customers in such equitable manner as it deems fair and reasonable. Upon giving prompt written notice to Customer of any such causes of a delay or failure in its performance of any obligation under these Terms, the time of performance by Ahead will be extended, at Ahead's option, to the extent of any delay resulting from any force majeure event.