

VALUE ADDED RESELLER-AGREEMENT TERMS

1. APPOINTMENT

- 1.1 The Supplier and VAR (as defined on the signing pages) has entered into a value-added reseller agreement (The Agreement) to which these terms (Terms) shall be an integrated part as Attachment 1.
- 1.2 Any regulation in the Agreement shall take precedence over the regulation in these Terms.
- 1.3 The definitions in the Agreement are also applied in these Terms.
- 1.4 The Supplier hereby assigns to the VAR the right to purchase the Suppliers products as defined below in clause 3.
- 1.5 The VAR shall sell the Products to end-customers in the defined Segment within the Territory (both detailed on the signing pages) and the VAR shall undertake to actively promote the sale and marketing of these Products.
- 1.6 The VAR shall not be allowed to assign any resale rights in the Territory without prior written permission from the Supplier.
- 1.7 The Agreement automatically cancels all and any previous signed reseller or Distributor Agreement between the VAR or any of its affiliates and the Supplier.
- 2.3 The VAR is not entitled to actively market the Products to customers outside the Territory or in other segments but shall be allowed to respond to unsolicited request.
- 2.4 The VAR is not entitled to sell the Products to distributors, resellers or dealers contemplating re-export of the Products to end-users outside the Territory.
- 2.5 Irrespective of the selling rights granted to VAR in these terms, Supplier shall be entitled to enter into OEM contracts with manufactures in the Territory
- 2.6 The VAR shall thus not be entitled to sell to OEM suppliers without prior written permission from Supplier but shall be obliged to delivery support in accordance with 11.4.
- 2.7 An "OEM supplier" is a manufacturer who has included limited parts of the Products in the OEM supplier's product lines under the OEM suppliers own name. The product line may be marked with "Powered By Mouldflo".

2. TERRITORY

- 2.1 The Territory of the reseller rights granted to the VAR is restricted to the Territory described on the signing pages.
- 2.2 The VAR shall be entitled to sell to end-customers with their headquarters located in the Territory even

3. PRODUCTS AND ENHANCEMENTS

- 3.1 The right to sell the Products shall cover the Suppliers products listed on the Suppliers website from time to time market and sold under the brand name MOULDFLO. ("the Products").
- 3.2 If the VAR has developed or at some later point develops any enhancement/component to the Products the VAR may only sell it as an authorized enhancement/component, if it has be approved by the Supplier and no subsequent changes are made without the prior written approval of the Supplier.

- 3.3 Regardless of the approval the Supplier does not resume any kind of responsibility for the approved enhancement/component.
- 3.4 Any approval may be subject to a charge to be paid by the VAR.
- 3.5 The Products shall be manufactured in accordance with Supplier's technical specifications as to materials, dimensions, tolerances and finishes.
- 3.6 Supplier will supply the VAR with a copy of pertinent assurance compliance of delivered goods with said specifications on a confidential basis for the purpose of enabling the VAR to ascertain quality assurance compliance of delivered goods with said specifications.
- 3.7 The VAR has the right to provide potential customers with applicable general specification information in catalogues or by other means.
- 3.8 Supplier represents and warrants that it owns all right, title, and interest in and to the Products, which are the subject of this Agreement, and that Supplier does not know of any claim or obligation which would prevent the transfer to the VAR of the license granted. Supplier represents and warrants that there are no claims or lawsuits pending against Supplier asserting any right, interest, or ownership in or to any Products herein offered for sale to the VAR, and that Supplier has full right, power, and authority to execute and deliver this Agreement.

4. PRICES & CONDITIONS

- 4.1 The VAR's purchase prices are according to the newest MOULDFLO Price List ex work Soeborg, Denmark or equivalent substitutes.
- 4.2 The latest MOULDFLO Price List is attached to the Agreement as Attachment 2.

- 4.3 The MOULDFLO Price List is revised no more frequently than every 3 months by the Supplier. The new Price List will be e-mailed to the VAR at least 90 days prior to it coming into force.
- 4.4 The new Price List shall apply to orders submitted to Supplier after the new Price List takes effect.

5. ORDERS

- 5.1 VAR's orders must comply with the minimum order quantities, lead-time batch sizes as stated by the Supplier at any time.
- 5.2 Supplier shall within seven (7) working days confirm or deny any received order.
- 5.3 Any change(s) in order(s) from the VAR can only be accepted by written confirmation from the Supplier

6. PAYMENT

- 6.1 Conditions of payment is stipulated on the signing pages.

7. DELIVERY AND INCOMING INSPECTION

- 7.1 Delivery term is ex works from the Supplier's address unless otherwise agreed.
- 7.2 Unless otherwise agreed the means of transportation and the risk and cost of transportation shall be at the VAR's expense.
- 7.3 If the VAR fails to take delivery the Supplier shall be allowed – but not obliged – to arrange for ordinary safe transport at the expense of the VAR.
- 7.4 The VAR shall upon delivery of the Products inspect and if possible, test the Products and immediately report any lack in quantity and any lack in quality.

- 7.5 The VAR is responsible for an adequate incoming inspection at its own cost, if the Products are delivered directly to end-customer's address.
- 7.6 With respect to defected Products the VAR shall submit to Supplier a sample or photographic image of the defective Products within fourteen (14) days of receipt, and upon verification of the defect or damage by Supplier, a return authorization will be issued for the ex-work EUR price of the damaged or defective item. The return of the product to Supplier only takes place after prior arrangement with Supplier.
- 7.7 Notwithstanding the foregoing, Supplier shall not be liable to the VAR for defects that are the result of mishandling during transportation. No credits for damaged or defective Products upon delivery shall be issued if the claim is not made within fourteen (14) days of the VAR's receipt of any such defective Products.
- 7.8 Supplier agrees to fulfill and ship the VAR's purchase requirements of Products under this agreement in a timely manner, in no event to exceed any delivery date confirmed by the Supplier in writing.
- 7.9 The VAR shall with at least seven (7) days' notice be informed of any changes to the agreed delivery date(s.)
- 8. Warranty and Warranty claims**
- 8.1 Supplier warrants that the Products will comply with the technical specifications for the Products and shall be free from defects of material or workmanship for a period of 12 months from delivery to an end-user, but with a maximum warranty period of 18 months from delivery to the VAR.
- 8.2 If the VAR without approval by Supplier makes any alterations or amendments of Products the warranty provided by Supplier will lapse without notice.
- 8.3 The above warrants are contingent upon the VAR documenting that the claimed defect product was mounted/installed and used in strict accordance with Supplier's product manual to be found with each product.
- 8.4 Warranty claim shall be made no later than 14 days after the expiry of the warranty period in order for the claim to be valid.
- 8.5 Any warranty claim shall be accompanied by the following documentations:
- 8.5.1 Detailed information on the products on which the warranty claim is made including all relevant product information in order Manufacturer to be able to identify the product.
- 8.5.2 A copy of the invoice to the end-customer covering the product in question.
- 8.5.3 Information of the date when the VAR received the product in question.
- 8.5.4 A detailed description of the claimed defect to allow Supplier to replicate the defect or to establish the like causes for the defect.
- 8.5.5 Documentation for compliance with the Installation, Maintenance and Cleaning instructions.
- 8.6 Upon request from Supplier if possible, the defect product itself.
- 8.7 Once Supplier has received a valid warranty claim VAR will, in its own discretion, within 7 working days decide whether to repair or to replace any hardware product, provided that Supplier acknowledges the claim.
- 8.8 If the claimed defect is in the software, Supplier may remedy minor defects by referring to an update due

within 14 working days after having received a valid claim. If it is a material defect Supplier may remedy the defect in the first place by a workaround, provided however, that Supplier has a final solution ready within 15 working days after having received the claim.

8.9 The Supplier's liability towards the VAR is restricted as described below.

9. RETURN OF PRODUCTS

9.1 Return of Products from the VAR to the Supplier cannot be made without a written confirmation from the Supplier unless the Product is defect.

10. MINIMUM PURCHASES

10.1 The VAR shall place orders and take delivery with the Supplier amounting in a calendar year to a minimum amount mentioned on the signing pages or in a separate agreement.

10.2 The inability to take delivery of the agreed minimum amount may entitle the Supplier to terminate the Agreement or an agreed exclusivity or to increase the minimum amount to apply in the following calendar year to make up for the difference between the delivery Products and the agreed minimum amount

11. THE VAR's OBLIGATIONS

11.1 The VAR shall notify the Supplier if it has any knowledge that the Products at any time do not comply with any governmental laws, regulations or orders that may be applicable to the Products in the Territory and shall in a timely manner furnish Supplier with detailed information of any changes in the regulation of the Products in the Territory of which it has knowledge.

11.2 The VAR shall ensure that the VAR also have sufficient stock to keep a competitive delivery.

11.3 The VAR shall ensure that during transportation and storage, the Products are always kept in accordance with instructions issued by public authorities and/or the Supplier, in order to maintain the quality and usability of the Products.

11.4 The VAR shall at all times ensure that the Products are handled by the VAR in strict accordance with the Supplier's User and Assembly guide and that the end-user are made aware of the User and Assembly guide (unless the guide accompanies the Products when sold).

11.5 The VAR shall prior to any installation of the Products ensure that the Products are installed strictly in accordance with the Supplier's instructions. The VAR shall further ensure that the end-user prior to putting the Products into operation has received adequate training in the use of the Products.

11.6 The VAR shall further ensure that any external communication to and from the Products are secured in a proper manner and that any future updates of that security is the end-user's responsibility.

11.7 If offered, the VAR shall ensure that the end-user enters into a support and maintenance agreement covering the Products, in particular the Software.

11.8 The VAR shall obtain import licenses, export licenses, currency exchange approvals and all other governmental approvals in or outside of the Territory that may be necessary to permit the sale of the Products in the Territory, and the purchase or payment by any customer for the Products.

11.9 The VAR's shall also ensure that the Products are accompanied by the right certifications and have the needed approvals from local authorities.

- 11.10 The VAR shall comply with any and all governmental laws, regulations and orders that may be applicable to it by reason of its execution and performance of this Agreement, including any requirement to be registered as Supplier's independent sales representative with any governmental authority, and including any and all Applicable Laws that govern or affect the ordering, export, shipment, import, sale (including government procurement), delivery, operation and maintenance and redelivery of Products in the Territory.
- 11.11 The VAR shall maintain a service organization offering servicing and repairs of Products sold under the warranty to the customers. The Supplier is entitled to visit the organization for check from time to time and give comments on improvement to the VAR.
- 11.12 The VAR shall also make sure that the end-user accepts any end user license agreement for the delivered software.
- 11.13 The VAR shall deliver support and service to the end-users and shall ensure that the end-users always have access to first class services so that the Products can be kept well serviced and maintained.
- 11.14 The VAR may only deliver support and service after against payment, but the VAR understands and accepts that support and service is important to keep the Products competitive
- 11.15 The VAR shall if applicable have a stock of spare parts to support a timely service.
- 11.16 The VAR shall on market terms be obligated to deliver services and support to any OEM customers within the territory and any End-Users using an OEM solution.
- 11.17 The VAR shall as a minimum provide a warranty (without any separate remuneration) to the End Users concerning the Products in accordance with the provisions of the Supplier's warranty to be found in these Terms.
- 11.18 Any additional warranty granted by the VAR is solely a matter between the VAR and the end-user.
- 11.19 The VAR's organization or employees shall be able to handle 1-level customer support and handle e.g. questions regarding how to use the Supplier's products. The Supplier shall handle 2-level support to the VAR (e.g. software or hardware related problems, bugs, how to integrate with other types of software and/or protocols and similar which is expected to be handled by a manufacturer).
- 11.20 The Supplier is entitled to visit the VAR's facilities from time to time upon reasonable notice to the VAR, and give comments on improvement to the VAR.
- 12. NON-COMPETITION**
- 12.1 During the term of the Agreement, the VAR shall not have direct or indirect commercial interests in the sale and/or marketing of products competing with the Supplier's Products.
- 12.2 If this Agreement is terminated by Supplier as a result of an uncured material breach by the VAR, then the Non-Competition restriction of the VAR shall continue for 12 months after termination of this Agreement.
- 12.3 If this Agreement is terminated by the VAR without cause, or if this Agreement or any exclusive rights of the VAR is terminated by Supplier as a result of the VAR failing to make minimum purchases, then the Non-Competition restriction of the VAR shall continue for 12 months after termination of this Agreement.

12.4 If this Agreement is terminated by the Supplier without cause or terminated by the VAR, for cause, then the Non-Competition restriction of the VAR shall continue for 6 months after termination of this Agreement.

13. MARKETING AND EXHIBITIONS

13.1 The VAR shall use Commercially Reasonable Efforts, actively sell and promote the sale of the Products and The VAR will use commercially reasonable efforts to create an active demand and market for such Products in the Territory.

14. PRODUCT TRAINING

14.1 The VAR is obligated to assure that minimum one employee has received product training at the Supplier's address.

The VAR and the Supplier shall share a list in which shows which of the VARs employees who has received product training. The list must show name, date and eventually which product training course the employee has completed.

15. DUTY TO INFORM

15.1 Every three months the VAR shall inform the Supplier about the market situation, competition, the VARs sales and marketing activities and which exhibitions/events that the VAR attending in with/without the Suppliers products.

15.2 If the VAR can anticipate any significant changes in demand for the Products, such information must be passed on to the Supplier immediately.

15.3 If the Supplier receives any inquiries or orders from customers inside the Territory in the defined segments, if any, such inquiries or orders must be passed on to the VAR immediately.

15.4 The VAR shall notify the Supplier on an ongoing basis of other goods, products and services marketed and sold through the VAR's business.

15.5 Every 3 months the VAR shall forward its purchase budgets for the next 3 months to the Supplier. If the VAR can anticipate any material changes in the budgets already submitted, the Supplier must be notified thereof immediately.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The VAR assigns absolutely, irrevocably and exclusively to the Supplier all intellectual property rights related to any adjustments, modifications and add-ons to the Products (including rights in inventions, creations, designs, trademarks and other marks as well as copyrights and any associated rights, including to the extent possible moral rights and rights under the Danish Marketing Practices Act (in Danish: markedsføringsloven) and similar rules of law and rights in know-how created by the VAR during this agreement or for a period of 6 (six) months after the effective date of termination of this agreement, or any rights which are otherwise the result of or related to this agreement.

16.2 The Supplier holds all intellectual property rights in and to the Products including but not limited to any future updates and amendments.

16.3 By selling the Products Supplier grants to the end-users a non-exclusive license to use the Products for internal use only.

17. TRADEMARKS OR OTHER NAMES

17.1 The Parties understand and agree that all Products sold to the VAR will bear markings, legends, or trademarks installed or placed thereon by Supplier as intended to reach the end-customer.

- 17.2 The VAR covenants and agrees that the all said markings, legends, or trademarks shall not be changed, removed, concealed, covered or altered in any manner by the VAR, except as may be necessitated by the installation of such Products in another product, or except as Supplier otherwise agrees in writing.
- 17.3 The Supplier grants the VAR the non-exclusive, non-transferable, non-assignable, royalty-free right to use the marks and trademarks MOULDFLO in the Territory, solely in connection with the advertising, offering, sale and distribution of contract products obtained from Supplier
- 17.4 The VAR acknowledges that the Trademark" MOULDFLO" belongs to the Supplier and the VAR is granted a license to use MOULDFLO in the Territory for the duration of the Agreement but only to promote and sell the Products.
- 17.4.1 The Supplier does not warrant that Supplier in a specific territory holds the trademark right to MOULDFLO so that VAR should ensure itself before using MOULDFLO that the use will not infringe any third-party rights.
- 17.5 If the VAR has any trademarks/trademark filings in relation to MOULDFLO, such rights must be assigned to Supplier without any separate remuneration when so requested by the Supplier, but not later than at the termination of the Agreement.
- 18. PRESERVATION OF ORIGINALITY**
- 18.1 The VAR is not allowed to re-label or re-brand the products from the Supplier without written confirmation from the Supplier.
- 18.2 The VAR is not allowed to copy or re-produce the products from the Supplier. Neither is VAR allowed to manufacture products that are competing with products from the Supplier or in the same product category as products from the Supplier.
- 18.3 This clause is valid all the time that -the Agreement is active and 2 years after any termination of the Agreement.
- 18.4 Breach of this clause and so on shall, in addition to standard liability for damages, result in an agreed penalty of EUR 100,000 from the Supplier to the VAR for each event of breach. If the breach comprises a "maintained status quo", a new breach is considered taking place at the beginning of each new month in which the breach is upheld.
- 19. CHANGE OF CONTROL**
- 19.1 If the ownership of the VAR is about to change in such a way that the control over the VAR is changed, the VAR is obliged to notify the Supplier immediately and obtain the Suppliers prior written approval. Any change in control not accepted by the Suppliers gives the Supplier the right to re-negotiate or terminate the Agreement without notice.
- 20. SUPPLIER'S OBLIGATIONS**
- 20.1 PRODUCT INFORMATION
- 20.1.1 The Supplier shall provide the VAR on an ongoing basis with the technical data, digital catalogues and other specifications deemed necessary by the Supplier for the sale, marketing and servicing of the Products.
- 20.2 The Supplier shall against payment give the VAR's employees sales and product training at the Supplier's address
- 20.3 The Supplier shall also after the training is completed offer online video calls and conferences for assisting the VAR in product understanding and similar.

20.4 MARKETING

20.4.1 The Supplier shall furnish the VAR at his own expense with a reasonable supply of basic product information as well as any existing marketing material (catalogues, literature, flyers,) in the English language for the VAR to translate into local language.

20.4.2 The VAR will bear the costs for the translation and any marketing material produced for the VAR.

20.5 DUTY TO REFER

20.5.1 The Supplier undertakes to refer customers and customer inquiries from the Territory to the VAR.

21. TERMS AND TERMINATION

21.1 The Agreement is valid three (3) years from effective date unless otherwise agreed.

21.2 After the expiry date in three (3) years, it will automatically be extended to another year (without notice), if not previously terminated by either Party with minimum 3 months prior written notice.

21.3 The Supplier can - with a notice of 2 months - terminate this Agreement, if minimum purchases are in a year not reached.

21.4 A termination of the Agreement does not give the VAR the right to return products or to cancel orders confirmed by the Supplier.

21.5 The Supplier can - without any further notice - terminate this Agreement, if;

21.5.1 The VAR does not comply with the terms of this contract.

21.5.2 if the VAR violates any of the provisions, unless the VAR discontinues the violation and makes good

such violation within 10 days after receipt of notice in writing to that effect with reference to this Article from the Supplier.

21.6 When receiving notice of the termination of this Agreement the VAR is obligated to stop all use of the Supplier's trademark, brand name and logo etc. immediately, including – but not limited to – producing and selling products under the Supplier's brand name, and stop the use of the trademarks in for example advertisement, signs and so on.

21.7 Breach of this clause and so on shall, in addition to standard liability for damages, result in an agreed penalty of EUR 50,000 from the Supplier to the VAR for each event of breach. If the breach comprises a "maintained status quo", a new breach is considered taking place at the beginning of each new month in which the breach is upheld.

21.7.1 In addition to this, the Supplier shall be entitled to compensation according to the general regulations of Danish Law.

22. RELATIONSHIP UPON TERMINATION

22.1 STOCKS

22.2 The Supplier is entitled but not obligated to take over the VAR's merchantable stocks at the same price as that paid by the VAR. Freight costs are payable by the Supplier.

22.3 GOODWILL

22.3.1 The VAR is not entitled to any damages or compensation for loss of goodwill or any other form of compensation on the occasion of the termination of the Agreement.

- 23. SECURITY**
- 23.1 The Parties are not entitled to pass on or utilize in a way prejudicial to the other party any trade secrets received from the other Party to any third party. Such trade secrets may only be used for the Parties' performance of this Agreement. The Parties shall check and ensure that their employees also observe this secrecy clause. These obligations remain in force, also following termination of the Agreement.
- 24. WRITTEN AMENDMENTS**
- 24.1 Any amendments to these Terms must be made in writing and signed by both Parties.
- 25. FORCE MAJEURE**
- 25.1 Neither party shall be responsible for a failure or delay in performance of any of its obligations hereunder due to force majeure such as war, insurrection, terrorist attacks, strikes, lockouts, acts of God, governmental action or any other contingency beyond its control.
- 26. LIABILITY AND INDEMNIFICATION**
- 26.1 Supplier agrees to indemnify the VAR, its parent and affiliated companies, and the successors and assigns of the foregoing, from any loss, damage, or expense (including reasonable attorneys' fees), arising out of or related to: (1) any breach of a warranty or representation made by Supplier under the Agreement; (2) any breach in the performance of obligations owed by Supplier under this Agreement; (3) negligence in the performance of obligations owed by Supplier under this Agreement; or (4) infringement of any patent or copyright or misappropriation or theft of any trade secret resulting from the distribution or sale of the Products.
- 26.2 The VAR agrees to indemnify Supplier, its parent and affiliated companies and the successors and assigns of the foregoing, from any loss, damage, or expense (including reasonable attorneys' fees), arising out of or related to: (1) any breach of a warranty or representation made by the VAR under this Agreement; (2) any breach in the performance of obligations owed by the VAR under this Agreement; or (3) negligence in the performance of obligations owed by the VAR under this Agreement.
- 26.3 Nothing in this Agreement shall limit or exclude the liability or remedy of either Party or any other person:
- 26.3.1 For death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- 26.3.2 For fraud or fraudulent misrepresentation;
- 26.3.3 For any act, omission or matter, liability for which may not be excluded or limited under Danish Law;
- 26.3.4 For any breach by the VAR of applicable Law;
- 26.3.5 For infringement of any patent or copyright or misappropriation or theft of any trade secret resulting from the distribution or sale of the Products.
- 26.3.6 For the willful abandonment of this Agreement by the VAR.
- 26.4 Subject to clause 26.1, the Supplier's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise whatsoever, shall in all circumstances be limited in aggregate to the lower of 50 % of the yearly purchase price under the applicable Duration of this Agreement, but with a maximum of EUR 130.000.

26.5 Subject to clause 26.3, the VAR's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise whatsoever, shall in all circumstances be limited in aggregate:

26.6 In respect of the non-payment of money due and payable, to the amount unpaid, together with any interest due in accordance with Danish Law;

26.7 In respect of any other type of liability, to the purchase price of all Products sold under this Agreement

26.8 Subject to clause 26.1 and 26.2 and except as expressly provided to the contrary in this Agreement, neither Party will be liable to the other for any indirect, special or consequential loss or damage, or for any fines or other public sanctions imposed on the other Party.

27. INSURANCE

27.1 The VAR and Supplier both represent and warrant that they have concluded and hold in force an extended product and public liability insurance for the Products and its Personnel with a renowned and solvent insurance company with minimum coverage of not less than EUR \$1,000,000 in the aggregate and EUR \$1,000,000 per occurrence.

27.2 The VAR is obliged to uphold the product and public liability insurance during the term of this Agreement, during the warranty period regarding the delivered Products and the product liability insurance for as long as the Products are in use.

27.3 Each party shall, at the request of the other, submit proof of the insurance coverage

28. HEADINGS

28.1 Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

29.1 This Agreement and any subsequent order including the way of their realisation and all rights and duties arising from it, are subordinated to Danish law and legislation not giving effect to its conflicts of law and The International Convention of Sale of Goods (CISG)

29.2 In all proceedings, Danish shall be applicable whereas its conflict of law rules and the CISG Rules shall be excluded. Each party hereby irrevocably agrees that service of process, summons, notices as other communications related to the proceedings at court shall be deemed served and accepted by the other when served to the address/e-mails mentioned in this Agreement.

29.3 Any disputes arising from and in connection with this contract, including its realisation and validity, the courts of Denmark shall have sole jurisdiction.

30. GENERAL

30.1 Failure of a party to enforce at any time for any period any of the provisions shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce any such provision.

30.2 In the event any provision of this Agreement shall be inoperable either by operation of law or otherwise, the remainder of this Agreement shall remain in full force and effect.

30.3 This instrument contains the entire agreement and understanding between the parties relating to the

subject matter and supersedes all prior negotiations, representations or agreements, written or oral, and there are no promises, representations, conditions, provisions or terms other than those set forth in this Agreement. This Agreement may not be changed, modified, or amended, except by mutual agreement in writing signed by both parties. Any additional or inconsistent provisions, terms, or conditions contained in any document or other communication from either Supplier or the VAR which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement are rejected.

30.4 If at any time further action is necessary or desirable to carry out the purposes of this Agreement, the parties will take such further action (including the execution and delivery of such further instruments and documents) as a party may reasonably request, without further consideration.

30.5 If any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof cannot be resolved within thirty (30) days from notice from one party to the other party, said dispute shall be settled by legally binding arbitration conducted by a conciliation or alternative dispute resolution service mutually agreed to by the parties. Judgement upon an arbitration decision may be entered in any court otherwise having jurisdiction. The Parties understand and agree that this method shall be the sole and exclusive remedy for any such dispute and expressly waive their right to file a lawsuit in any civil court or proceeding in any administrative body against one another for such disputes, except: (1) to enforce an arbitration decision, or (2) either party is permitted to seek injunctive relief, in any court of competent jurisdiction, in the event that a delay of 30 days would cause the Party irreparable damage in the absence of such relief. Any costs incurred hereunder shall be paid equally by the parties.

