



# Standard Terms and Conditions and Warranty

## 1. TERMS AND CONDITIONS OF SALE

Customer's ("Customer") acceptance of any offer to sell is limited to these terms and conditions. No additional, different, or inconsistent terms and conditions shall become part of the contract between Hexagon USA Holdings Inc. their applicable subsidiary ("Hexagon") and Customer unless set forth in a written agreement signed by an authorized representative of Hexagon. Hexagon's acceptance of any offer to purchase is expressly conditioned on Customer's acceptance of all terms and conditions as stated herein, including any terms in addition to, or inconsistent with, those contained in Customer's offer. Acceptance of any of Hexagon's Products, Parts, or Services shall in all events constitute such assent. Purchase orders from Customer are only to be used for designating Products, Parts, or Services ordered, respective quantities and delivery dates; all other terms therein shall be deemed objected to, rejected by and non-binding on Hexagon. Unless otherwise specified herein, provisions pertaining to Products shall also apply to Parts and shall apply to Products generally; provisions that apply to certain types of Products will specify as such. In the event of a conflict between these Standard Terms and Conditions and Warranty and any other Agreement document, the terms of the Agreement document shall control.

## 2. DEFINITIONS

An "Agreement" is established by and may consist of any combination of a valid contract, quote, proposal, purchase order, and/or, invoice, and these Standard Terms and Conditions and Warranty.

A "Part" is any part or component of a Product manufactured or sold by Hexagon to Customer.

A "Product" is any product manufactured or sold by Hexagon to Customer.

"Services" are any services to be performed by or on behalf of Hexagon.

## 3. INVOICING

Upon delivery (as defined below), Hexagon shall promptly issue to Customer an invoice, dated and numbered, for all Products, Parts, and/or Services for which such delivery was made or Services performed (an "Invoice"). Each invoice shall include: (1) the applicable purchase order reference number, (2) the Customer's location scheduled to receive the Products, Parts, or Services, (3) the price of such Products, Parts, or Services, and (4) applicable freight costs. Unless Customer provides Hexagon with a proper tax exemption certificate prior to the delivery date, the amounts due to Hexagon will be increased to include any sales, use, goods and service, property, excise, value added or similar tax, import duty and customer brokerage fees, or similar fee or charge that Hexagon is or becomes required to collect or pay in the absence of such certificate for the transaction and/or assessed for the Products, Parts, or Services. Customer is responsible to pay for any tax applicable for sale or use of the Product or Part before delivery of the Product or Part if collectable by Hexagon. Such tax is not included in the price stated in the proposal. Customer agrees to fully cooperate with Hexagon to comply with information requests, audits and investigations by governmental authorities, or otherwise related to tax or other legal compliance by Hexagon.

## 4. CUSTOMER DEPOSIT

In the event of chassis delays, for Products purchased with installation performed at Hexagon's location or a Hexagon-designated third-party installer, Hexagon reserves the right to require a Customer deposit in the amount of the price of the Products on the later of 21 days after the confirmed delivery date or the date of final completion of the Products. Any previously tendered Customer deposit shall be reflected on the Invoice and applied towards the price of the Products.

## 1. PAYMENT

All prices and payments are in U.S. dollars unless otherwise specified. Payment shall be made by Customer net 30 days from the date of the Invoice. A service charge of the lesser of 1.5% per month, or the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of Hexagon associated with collection of any past due amounts, including reasonable attorney's fees. Assessment of service charges in no way relieves Customer of the responsibility for promptly making full payment of all due or past due balances.

Hexagon reserves the right to hold further shipments or deliveries of Products, Parts, or performance of Services until past due amounts are paid in full to Hexagon and to seek any other remedies available under the law. Payment of an Invoice by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under the law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Hexagon may, at its sole discretion, immediately and without notice terminate its performance under any Agreement and treat the Customer as in default. Customer hereby grants Hexagon a purchase money security interest in the Products or Parts until Hexagon has been paid in full, including service charges and expenses incurred as provided herein.

## 2. CHANGES, RESCHEDULES AND CANCELLATIONS; PRICE ADJUSTMENT

Customer may request to modify the specifications of Products, Parts, or Services purchased herein, to change the original delivery dates or to cancel all or part of an order, provided however that (1) no such requests shall be made more than four (4) weeks prior to the confirmed delivery date and (2) cylinder orders are non-cancellable. No such requested modification or cancellation shall become part of the Agreement unless accepted by both Customer and Hexagon in a signed written amendment to the applicable purchase order. Acceptance of any such request for change or cancellation shall be at Hexagon's sole discretion, and shall be upon such terms and conditions as Hexagon may require, including, without limitation, cancellation fees up to the full price payable by the Customer. Hexagon may discontinue or change any Products, Parts, or Services at any time and its only obligation shall be to deliver the Products, Parts, or Services pursuant to accepted purchase orders. Hexagon reserves the right, by giving notice to Customer, to implement price adjustments to reflect increases in costs due to any external factor beyond Hexagon's control, including foreign exchange fluctuation, currency regulation, alteration of customs/duties, or significant increases in the costs of raw materials.

## 3. SHIPMENT AND DELIVERY

Shipment shall be made by the method preferred by Customer, if indicated. Carrier selection shall be at Hexagon's sole discretion. Packing and packaging will be in accordance with good commercial practice. Regardless of the method of shipment, title and risk of loss shall pass to Customer upon delivery, as defined herein. Hexagon reserves the right to impose a service fee on items stored on Hexagon's premises after delivery. The term "delivery" shall mean one of the following: (1) for Products purchased without installation, delivery occurs upon acceptance by the common carrier at Hexagon's shipment location; terms of delivery shall be FCA Hexagon's Premises (Incoterms® 2020); (2) for Products purchased with installation performed at Hexagon's location or a Hexagon-designated third party installer, delivery occurs on the date installation is complete; terms of delivery shall be EXW (Incoterms® 2020); (3) for Services, delivery occurs upon completion of the Services; terms of delivery shall be EXW (Incoterms® 2020); or (4) for Part(s) purchased, delivery occurs upon shipment of the Parts to Customer's designated delivery location; terms of delivery shall be FOB Hexagon's Premises (Incoterms® 2020) unless otherwise indicated. Any delivery dates shown on an Invoice are approximate only and Hexagon shall have no liability for delays in delivery. Hexagon may make deliveries up to ten (10) days in advance of confirmed delivery dates or thirty (30) days after the confirmed delivery date. If Customer causes or requests a shipment delay, or if Hexagon ships or delivers any Products or Parts erroneously as a result of inaccurate, incomplete or misleading information supplied by Customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Customer.

## 4. INSPECTION OF PRODUCTS

Customer shall promptly inspect the Products and shall give notice to Hexagon no later than 10 days after receipt of any damage, shortage, defects, or nonconformity. Any claim that Customer may have for shortage, defects, nonconformity, loss or damage that occurred prior to title and risk of loss passing to Customer shall be made to Hexagon and shall be subject to the conditions of the Warranty set forth below. Any claim that Customer may have for loss or damage that occurred after title and risk of loss passed to Customer shipment shall be made by Customer directly to the carrier, and Hexagon shall have no liability or obligation for such loss or

damage. Nothing in this Section 7 shall affect or modify the transfer of title and risk of loss to Customer upon delivery in accordance with Section 6.

- Parts: For any damaged, defective or nonconforming Parts, returns shall comply with the applicable Hexagon return policy. Parts that are returned to Hexagon shall be pre-approved by Hexagon and, if applicable, be accompanied by a Return Material Authorization number. Except as otherwise provided herein, cylinder sales are final and cannot be returned.

## 5. INSTALLATION OF PARTS

Customer, at its sole risk and responsibility, shall assure that Parts ordered and delivered hereunder are mounted and installed in accordance with the regulatory standard of record in the country of use, current as of the date of installation, Hexagon's written installation instructions, and any other requirements that may be imposed by local, state, federal or foreign agencies having authority over the installation in question, and that such installation or mounting is nevertheless proper and safe, taking into account any reasonably foreseeable conditions of use. It is the sole responsibility of the Customer to obtain proper training to install Parts sold as described within any Agreement; Hexagon is not responsible for the repaired equipment, vehicle or system beyond the original certified configuration of the system as produced by Hexagon during the original manufacture of the system. Unless otherwise specified by Hexagon in writing, Parts ordered and delivered hereunder are for use only as installed equipment on gaseous fuel vehicles and/or in bulk gas transportation. If Customer elects not to follow the recommendations of Hexagon with regard to mounting instructions and design and/or fire protection system designs, Customer will proceed at Customer's sole risk and responsibility, with Hexagon absolved of any and all liability. If Customer sells Parts obtained hereunder to any third party that will install or resell the Parts, Customer shall be held fully liable for any third party's improper mounting or installation.

## 6. OPERATION MANUALS AND INSPECTIONS

Customer shall operate, maintain, repair, service and use the Products only by qualified personnel in accordance with the most recent version of the applicable Hexagon operation and inspection manuals and any revisions indicated by service bulletins issued from time to time (the "Operating Manuals"). As applicable, customer shall be solely responsible for the mounting and installation of the Products, and for use and operation of the Products in accordance with the regulatory standard of record and regulatory approvals in the country of use and shall assure that such mounting, installation, use and operation is nevertheless proper and safe, taking into account any reasonably foreseeable conditions of use. Customer shall inspect all Products prior to installation or use. Products must be periodically re-inspected in timely intervals and as per procedures established in the Operating Manuals and the applicable regulatory permit or standard.

Cylinders delivered hereunder have been designed in accordance with applicable requirements and may include regulatory markings displayed on the cylinder Product label. Each cylinder has a limited life as designated by the testing standard against which it is certified. Once installed, cylinders must be inspected for external damage or deterioration in accordance with the exterior inspection procedures set forth in the inspection criteria issued by Hexagon or as specified in applicable regulatory requirements or approvals. Cylinders that have been subjected to the stress of an accident or other impact shall be inspected in the same manner prior to being returned to service. Cylinders that exhibit damage or deterioration exceeding Hexagon's recommended limits or that have been subjected to flame or high temperatures associated with a fire or that have exceeded the terms of the service life are to be immediately depressurized and permanently removed from service. Customer agrees that it will inspect all cylinders it purchases from Hexagon in accordance with applicable requirements and that it will not utilize, sell or install any cylinder that is in a damaged condition. Customer further agrees that it will deliver Hexagon's inspection requirements and service life limitations to the owner of each vehicle in which it installs or delivers a cylinder purchased from Hexagon. Finally, Customer agrees that it will not sell or resell any Product to anyone who has not agreed in writing to comply with Customer's obligations under this Section.

## 7. WARRANTY

The following warranty is, to the maximum extent permitted by law, the sole and exclusive warranty and is expressly in lieu of any other warranties, remedies and conditions by operation of law or otherwise, whether oral or written, or expressed or implied, including any implied warranty of merchantability and fitness or fitness for any particular purpose or use. This warranty is made by Hexagon solely to the original Customer, is not transferable or assignable by the original Customer and is conditional upon proper installation (if applicable), operation and use by Customer. Hexagon warrants the Products to be delivered pursuant to any Agreement between Hexagon and Customer to be free of defects in design, materials and workmanship under normal use and service. Hexagon does not warrant that the standards and specifications specified in Hexagon's quotation are appropriate for Customer's intended use. The warranty period (the "Warranty Period") is:

- (a) In the case of Parts, exclusively the lesser of the original manufacturer's warranty or one (1) year from the delivery date, unless invalidated by considerations set forth in other portions of these Standard Terms and Conditions and Warranty. As applicable, the Warranty Period for Parts does not affect Hexagon's standard warranty with regards to the entire fuel system as long as the Customer has complied with the provisions herein.
- (b) In the case of cylinders, exclusively 180 days from the date of delivery to Customer; Customer will advise Hexagon in writing of any warranted defects within that period and in any case within 10 days of the date that the defects are discovered.
- (c) In the case of all other Products, exclusively the lesser of (i) twelve (12) months from the in-service date of such Product, or (ii) eighteen (18) months from the Invoice date, unless invalidated by considerations set forth in other portions of these Standard Terms and Conditions and Warranty.
- (d) In the case of Services, exclusively twelve (12) months from date of Service. The Services (i) will be performed in a good and workmanlike manner consistent with generally accepted industry standards; (ii) all work will be performed by persons having suitable skill and training so as to be able to perform the Services in a competent and professional manner; and (iii) Customer shall receive free, good and clear title to, or the unrestricted right to use, the deliverables, if any. As Customer's sole and exclusive remedy for breach of the Service warranty, Hexagon will exercise commercially reasonable efforts to correct or re-perform any non-conforming Services that were performed within the thirty (30) calendar day period immediately preceding the date of Customer's written notice to Hexagon specifying in reasonable detail such non-conformance. Such corrective work will be performed at no additional charge to Customer. If Hexagon determines in its reasonable commercial judgment that re-performance is impracticable, Hexagon will refund the fees paid by Customer to Hexagon pursuant to the Agreement applicable to such nonconforming Services.

Within the Warranty Period, and subject to the limitations set forth herein, Hexagon shall, at its option, either repair or replace a Product(s) determined to be damaged, defective or nonconforming free of charge or Hexagon may choose to refund the net sales price paid by Customer in lieu of such repair or replacement. This warranty applies only to defects that adversely affect the function of the Product. Hexagon reserves the right to subcontract any Service and inspection work. No claims may be made by Customer after expiration of the applicable Warranty Period.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. BY ACCEPTING DELIVERY OF THE PRODUCT(S) SOLD TO CUSTOMER, CUSTOMER HEREBY (1) ACCEPTS THIS LIMITATION OF REMEDIES AS REASONABLE AND ENFORCEABLE AND (2) EXPRESSLY ACKNOWLEDGES AND AGREES THAT HEXAGON'S (INCLUDING ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES) AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT, OR, IN LIEU OF SUCH REPAIR OR REPLACEMENT, A REFUND OF THE NET SALES PRICE OF THE APPLICABLE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS PROVIDED BY HEXAGON ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

## 8. EXCLUSIONS FROM WARRANTY COVERAGE

The Warranty Period does not apply if Customer caused or contributed to the Product failure by any of the following: improper handling, use or operation, abuse or misuse, misapplication, negligence, neglect, corrosion, heat, fire, acts of nature, improper maintenance, lack of reasonable and necessary maintenance, failure to adhere to the Operation Manuals, or installations, repairs or modifications made or attempted by anyone other than Hexagon or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Hexagon, adversely affect the performance or reliability of the Product. Except as expressly set forth in writing, in no event shall Hexagon's responsibility extend to any equipment, apparatus or Product that Hexagon has not manufactured or supplied to Customer. This warranty shall not be enlarged or extended, nor shall any obligation or liability of Hexagon be created, by Hexagon providing technical advice, facilities or Service in connection with any Product or Part. Hexagon's liability for repair or replacement of any valve or temperature relief device that, within the warranty period, is discovered to have a warranted defect, is limited to the repair or replacement provisions of the warranty extended to Hexagon by the manufacturer of the device. The warranty does not cover any damage during shipping, handling and installation, including cosmetic damage to exterior finishes such as scratches, dents, nicks and abrasions that occur after the Product has departed from Hexagon's facility, cost of labor beyond that associated with repair or replacement of the Product, shipping or freight charges, travel time charges, charges for towing, charges for removal of Products from equipment, charges for reinstallation, damage resulting from exposing Products to internal or external environmental factors, water quality, contaminants, gas quality, gas conditions, gas impurities or other chemical substances beyond the limitations set forth in the applicable Operator Manuals or the applicable permits or standards, or the cost of non-Hexagon parts. Normal wear and tear to Products and damage due to alteration of the Products not done by Hexagon are also excluded from this warranty.

Defective Product shall not be returned to Hexagon without Hexagon's prior written authorization. Unless otherwise authorized in writing by Hexagon, warranty repairs to any Product must be performed by Hexagon or its authorized service representative (as designated in writing). If Hexagon authorizes a Product to be repaired within the Warranty Period at a location other than the plant of manufacture, or if a Product is repaired (with Hexagon's previous written authorization) locally in lieu of replacement, the warranty is limited to the actual repair cost and shall in no event exceed the net sales price paid by Customer for such Product. If a Product is repaired locally without Hexagon's previous written authorization, such Product or repair is not covered by the warranty. The warranty claim for a locally repaired Part

will be valid only when accompanied by a copy of the local repair invoice and prior authorization by Hexagon. Replacement Parts furnished under the terms of the warranty are warranted only for the remainder of the Product's original Warranty Period. The Warranty Period shall not be extended beyond the original warranty expiration date even if a replacement Product or accessory is repaired or replaced under this warranty.

**CAUTION:** Repairs, installation or modifications of any Hexagon Product not performed by Hexagon or its authorized service representative (as designated in writing) could lead to Products being misapplied, misinstalled or misused. Customer must obtain the proper training to install Parts on its own as set forth in Section 8.

**WARNING:** The improper use, installation, inadequate maintenance or care of some Products could result in severe burns, asphyxiation, other injuries and even death. Some Products contain extremely flammable gases that can be ignited by heat, sparks or flames, and are capable, when mixed with air, of explosion.

#### **9. LIMITATION ON LIABILITY.**

UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL HEXAGON, INCLUDING ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, COMPENSATORY OR LIQUIDATED DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION COSTS, LOST REVENUES OR LOST PROFITS, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE, TORT LIABILITY, OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DELIVERY, DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, FAILURE, REPAIR OR REPLACEMENT OF ANY PRODUCTS SOLD BY HEXAGON OR ANY OTHER CAUSE WHATSOEVER.

#### **10. INDEMNIFICATION**

Customer shall indemnify and hold Hexagon harmless against any and all legal actions, claims, and judgments resulting from property damage, death or personal injury caused, directly or indirectly, from Customer's installation or use of a damaged Product, Customer's improper installation and/or repair of any Product, Customer's alteration of any Product or accessory item or Customer's breach of any of its obligations under this Agreement, regardless of whether such actions, claims or judgments are based on causes of action in Product liability, strict liability, negligence or warranty. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

#### **11. PROPRIETARY INFORMATION**

Any copies of or confidential information concerning either party, including such party's Products, Parts, Services, drawings, specifications, processes, and intellectual property, which may be provided to the other party (the "Recipient") as a result of the Agreement between Hexagon and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party. Customer further agrees not to reverse engineer, disassemble, or decompile any tangible objects of Hexagon which embody such information. Sale of any Product or Part does not include the sale or transfer of any of Hexagon's intellectual property rights.

#### **12. CONFIDENTIALITY**

Hexagon's Agreement with Customer (including the price of any Product or Part) shall be kept strictly confidential by Customer.

#### **13. ACTS OF GOD**

Hexagon shall not be liable for failure to perform any of Hexagon's obligations due to circumstances beyond the reasonable control of Hexagon. This includes, without limitation, accidents, acts of God, strikes or labor disputes, laws or regulations of any government or government agency, fires, epidemics/pandemics, floods, military operations, acts of terrorism, delays or failures in delivery of carriers or suppliers, shortages of materials, or any other cause beyond Hexagon's control. The occurrence of any contingency beyond Hexagon's reasonable control shall not constitute cause for cancellation of a purchase order but shall extend Hexagon's time to perform the required service for a period equal to the duration of such contingency.

#### **14. EXPORT CONTROL LAWS**

Customer shall comply with U.S. export control laws and regulations, including, but not limited to, the Export Administration Regulation ("EAR"), the International Traffic in Arms Regulations ("ITAR") and the Embargo and Sanction Regulations administered by the U.S. Department of the Treasury, Office of Foreign Assets Controls ("OFAC"), the restrictions and controls issued by the U.S. Department of Energy, the U.S. Nuclear Energy Regulatory Commission, and possibly other U.S. government entities. Specifically, Customer certifies that: (1) it shall not, and to the best of its knowledge the end-users will not, directly or indirectly, export, re-export, transmit or cause to be exported, re-exported or transmitted any Product, Part, commodities, accompanying software, and/or technical data (collectively referred to as "Restricted Items") that it has requested, purchased or intend to purchase from Hexagon to any country, individual, corporation, organization, or entity to which such export, re-export or transmission is restricted or prohibited; (2) the export-controlled items will be used for civil end use and will not be used in any military end use application; (3) it shall not, and to the best of its knowledge the end-users will not, use Hexagon Products or Parts for any nuclear, biological or chemical weapons, military application or military end-use, missile systems or manned or unmanned aerial systems that deliver them; for the design, development, production, testing, stockpiling or use of any weapons of mass destruction; or for any other use that the U.S. government prohibits; and (4) it will immediately notify Hexagon if it is investigated by the U.S. Government, or becomes, listed in any Restricted Parties List, or if its export privileges are otherwise denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency. Customer acknowledges it is its responsibility to obtain any license for export or re-export of export-controlled items, or to transmit information regarding Restricted Items, as may be required by U.S. export regulations and laws and it will indemnify and hold Hexagon harmless for all damages, costs, fines, penalties, attorney fees, and all other expenses arising from a U.S. Government claim or demand that it failed to comply with stated statutes and regulations.

#### **15. SECURITIES LAWS**

Customer acknowledges that Hexagon is a subsidiary of Hexagon Composites ASA, which is publicly traded on the Oslo, Norway Stock Exchange. Customer shall not trade on inside information relative to either stock and shall be subject to the securities laws of Norway and other relevant countries and the rules of the applicable stock exchange regarding trading in Hexagon Composites ASA stock.

#### **16. ENTIRE AGREEMENT**

The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by Hexagon in writing, shall constitute the entire agreement concerning Products, Parts, or Services. There are no oral or other representations or agreements.

#### **17. GOVERNING LAW**

These Standard Terms and Conditions and Warranty shall be governed by the laws of the State of Delaware without regards to the conflicts of law provisions thereof.

#### **18. ASSIGNMENT**

Customer may not assign these Standard Terms and Conditions and Warranty, in whole or in part, without Hexagon's prior written consent. These Standard Terms and Conditions and Warranty shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

#### **19. ENFORCEABILITY**

If any provision of these Standard Terms and Conditions and Warranty is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.

#### **20. THIRD PARTIES**

Nothing contained in these Standard Terms and Conditions and Warranty, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.

#### **21. WAIVER OF RIGHTS**

Failure of either party to insist on performance of any provision in these Standard Terms and Conditions and Warranty or any purchase order shall not be construed as a waiver of that provision or a waiver of Hexagon's or Customer's right to require compliance with such provision in any later instance.

#### **22. UPDATES; APPLICABILITY**

These Standard Terms and Conditions and Warranty may be updated from time to time by Hexagon. The Standard Terms and Conditions and Warranty applicable to the Parts purchased by Customer shall be the updated Standard Terms and Conditions applicable on the date of payment by Customer.