

SARATECH PRINT SERVICES TERMS & CONDITIONS

*Updated January 22, 2025

1. Applicability.

- (a) These terms and conditions of sale (these “**Terms**”) govern the use and sale of **Products** (defined in Section 1(a)(ii)) by Paydarfar Industries Inc., dba Saratech and its divisions, subsidiaries and affiliates (“**Saratech**”) to the buyer (“**Buyer**”). These Terms take precedence over Buyer’s subsequent, supplemental, or conflicting terms and conditions to which notice of objection is hereby given. Neither the commencement of performance nor delivery by Saratech shall be deemed or constituted as acceptance of the Buyer’s subsequent, supplemental, or conflicting terms and conditions. Buyer’s acceptance of Saratech quote, issuance of a purchase order, tender of payment by Buyer, or acceptance of Products and/or Services from Saratech, whichever comes first, shall be deemed to constitute acceptance of these Terms contained herein.
 - (i) “**Vendor(s)**” means third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services, and other products.
 - (ii) “**Product(s)**” means all hardware, appliances, equipment, software and other items which are (i) manufactured, licensed, or provided by Saratech and/or Vendors, and (ii) resold by Saratech to Buyer.

2. Payment Terms.

- (a) Buyer is responsible to ensure that all information provided in a quotation request or Order is accurate and complete and the specifications for Buyer’s Order are in accordance with any instructions of Saratech and take into account all manufacturing and other limitations as specified by Saratech.
- (b) Saratech is under no obligation to accept an Order and can reject any Order at its sole discretion before it has accepted the Order. Orders are deemed accepted by Saratech only if expressly confirmed by Saratech in writing.
- (c) Any changes made by Buyer to an Order after it has been submitted are subject to Saratech’s acceptance and may be subject to additional charges, including additional delivery delays or charges, in addition to changes to the original price.
- (d) All amounts are payable in U.S. Dollars, are nonrefundable, and are not subject to any deduction or set-off.
- (e) Any invoice amount not paid on the invoice due date will incur a 5% late payment penalty (5% of invoice amount), or the maximum penalty allowed by State Law, whichever is less.
- (f) Buyer shall reimburse Saratech for all costs incurred in collecting late payments, including, without limitation, attorney fees. In addition to all other remedies available under these Terms or at law (which Saratech does not waive by the exercise of any rights hereunder), Saratech shall be entitled to suspend the delivery of any Products or Services if Buyer fails to pay any amounts when due hereunder and such failure continues following written notice thereof.
- (g) Buyer shall not withhold payments of any amounts due and payable by reason of any set-off of any claim or dispute with Saratech, whether relating to Saratech’s breach, bankruptcy or otherwise.
- (h) Should Buyer fail to pay the amounts payable to Saratech within invoice date, Saratech may halt all work and hold all work product generated until all late payments and/or fees have been made. Saratech is not responsible for any schedule and/or cost impacts associated with a work stoppage.

3. Return Policy. All sales are final and Saratech does not accept returns or exchanges.

4. **Shipping Fees.** Buyer is responsible for all delivery, shipping, handling, and insurance fees for Products. All Products purchased by Buyer from Saratech will be shipped by Saratech F.O.B. Saratech's facility (or other domestic point of origin, if applicable) to the location identified in the purchase order.
5. **Price.**
 - (a) Buyer shall purchase Products and Services from Saratech at the price set forth in an agreed upon price quote issued by Saratech. If the price should be increased by Saratech before delivery of Products to carrier for shipment to Buyer, a Change Order will be issued and agreed to by Saratech and Buyer before shipping. Buyer shall be billed by Saratech based on such increased price in the agreed upon new price quote/purchase order.
 - (b) In the event of relevant changes to cost price factors, Saratech reserves the right to revise the price provided on the Quote and pass on such additional costs to Buyer. Buyer will have the right to reject the revised price, in which case the order will be terminated.
 - (c) If special packing or shipping instructions is agreed to by Saratech, Buyer shall be liable for any additional charges incurred by Saratech as a consequence thereof, as indicated by Saratech.
 - (d) All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to Saratech's income, revenues, gross receipts, personal or real property, or other assets.
6. **Inspection and Acceptance.**
 - (a) All print services are "build to print", meaning Saratech shall only print materials in accordance with Buyer provided designs. Any error in Buyer provided design, whether intentional or not, and whether known or unknown, resulting in an insufficient print will be the responsibility of Buyer to remedy. If an additional print is requested, a change order will be required.
 - (b) Saratech inspection of printed parts is limited to a visual inspection. Any defects flagged by Saratech during visual review will be reported to Buyer, put through root cause analysis, and then re-printed if necessary.
 - (c) Saratech does not guarantee any tolerance above and beyond what the machine manufacturer will guarantee.
 - (d) Buyer shall carefully examine all deliveries of Products at time of delivery and notify Saratech immediately of any alleged error, defect, or non-conformity of any such Products. Buyer shall sign off upon completion of all deliveries stating that Buyer made any and all necessary reviews of deliveries, relieving Saratech of any and all liabilities for any alleged error, defect, or non-conformity of any such Products. Any failure by Buyer to examine and report within five (5) business days shall constitute a waiver of any claim or right of Buyer against Saratech arising hereunder or by law with respect to any such error, defect, or non-conformity reasonably discoverable by such examination.
 - (e) Any and all claims by Buyer for damage or loss in transit shall be made by Buyer against the carrier.
7. **Warranty.**

In addition to all warranties prescribed by law, Saratech specifically represents, warrants and guarantees to Buyer that: (a) the Services will conform strictly to their descriptions (whether oral or written, including, without limitation, on Saratech's website and on any proposal or quote provided by Saratech), drawings, and all applicable specifications; (b) the Services shall be fit for the purposes for which they are intended and shall be performed to Buyer's

satisfaction; (c) Saratech shall cause the Services to be performed in a professional and workmanlike manner in accordance with industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement; (d) each of Saratech's employees, agents, or representatives assigned to provide the Services shall have the proper skill, training, and background so as to be able to perform the Services in a competent and professional manner; (e) the Services and all aspects of the performance thereof shall comply with all applicable federal, state, and local laws, regulations, or orders; and (f) the Services do not and shall not infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights of any third party. Such warranties, including warranties prescribed by law, will run to Buyer and each of their respective successors, assigns, and customers.

8. **Warranties; Terms; Disclaimer.** Saratech warrants that it has full right, power, and authority to sell Products to Buyer and perform Services for Buyer, and that Products are free and clear of all liens and similar encumbrances of any kind. Buyer acknowledges that:

(a) Buyer has made the selection of Products and Services based on its own judgment and expressly disclaims any reliance upon statements made by Saratech;

(b) EXCEPT AS WARRANTED IN THIS SECTION, ALL PRODUCTS, DELIVERABLES, PARTS, INFORMATION AND SERVICES PROVIDED OR MADE AVAILABLE BY SARATECH TO BUYER HEREUNDER (“ITEMS”) ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY WHATSOEVER, AND SARATECH EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE ITEMS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SARATECH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF THE SUITABILITY OF THE SARATECH SERVICE OR PRODUCT (OR ANY CONTENT) FOR YOUR PURPOSES, THAT THE USE OF THE SARATECH SERVICE OR PRODUCT SHALL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SARATECH SERVICE OR PRODUCT SHALL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD-PARTY SERVICES, TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA. THE SARATECH SERVICE OR PRODUCT, AND ANY CONTENT PROVIDED BY SARATECH AND/OR ITS SUPPLIERS, ARE PROVIDED “AS IS” AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SARATECH SERVICE OR PRODUCT MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS AND SARATECH AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY SUCH DELAYS, MISDELIVERY, UNTIMELY DELIVERY, DELIVERY FAILURES, OR ANY DAMAGES RESULTING THEREFROM AND/OR FROM EVENTS BEYOND THE REASONABLE CONTROL OF SARATECH. THIS SECTION 8(B) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) Saratech assumes no responsibility or liability for the selection of any materials for the goods that are the subject of this transaction. Buyer is solely responsible for ensuring that materials selected for goods to be manufactured by Saratech meet any applicable regulatory requirements or specifications including but not limited to Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) together with any national legislation implementing such Directive, ISO, FDA, UL, CSA, CE, TUV, FCC, NSF, and USP. Any statements made by Saratech personnel or specifications provided by Saratech regarding materials should be verified by Buyer with the manufacturer of that material. No advice or information, whether

oral or written, obtained from Saratech, through the website or any representative will create any warranty not expressly made herein.

- (d) PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION.
- (e) PRODUCTS AND SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.
- (f) SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATION MAY NOT APPLY TO BUYER, NONETHELESS THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (g) Notice of Breach of Warranty. Any claim for breach of warranties in this Section with respect to any of the Services must be made by written notice to Saratech describing in reasonable detail the failure of any such Services, Products, and/or Deliverables within thirty (30) days of such breach. Failure by Buyer to provide such notice to Saratech shall be deemed a waiver under these Terms.

9. Compliance with Laws.

- (a) Buyer acknowledges that the Products, Services and any technical data related thereto may be subject to Export Control Laws (defined in Section 9(a)(i)), and Buyer hereby agrees not to export, re-export, or otherwise distribute Products in violation of any Export Control Laws and to comply with all applicable Export Control Laws.
 - (i) Export Control Law(s) means applicable export laws and regulations, including, without limitation, Arms Export Control Act (22 U.S.C. § 2751-2794), International Traffic in Arms Regulations (ITAR) (22 U.S.C. § 120 et seq), and the Export Administration Regulations (15 C.F.R. § 730-774), including requirement for obtaining export license or agreement, if applicable.
- (b) Buyer warrants that it will not purchase, export, or re-export any Products with knowledge they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless permitted by applicable laws.
- (c) Buyer warrants it will not export or re-export, directly or indirectly, any Products to embargoed countries or transfer or sell Products to companies or individuals listed on the Denied Persons List published by the United States Department of Commerce.

10. Risk of Loss and Title.

- (a) Title and risk of loss passes to Buyer upon delivery of Products to the carrier for shipment (FOB shipping point). Product(s) shall be shipped and delivered to Buyer's specified place of delivery using a carrier selected by Buyer; provided, however, that Buyer shall be responsible for clearing any necessary customs with respect to Products. Buyer shall bear the risk of loss, damage, and destruction from every cause once Products have been delivered to the carrier.
- (b) Buyer shall unload and inspect Products upon delivery, and Buyer shall be responsible for notifying Saratech of any defect or damage to Products or of any claim arising hereunder within five (5) calendar days of the delivery of Products. Buyer's failure to advise Saratech of such defect, damage, or claim within the specified time period in the previous sentence will release Saratech and carrier from any and all liability for damages related thereto.

11. Ownership.

- (a) Preexisting Work. The work proposed for Services to be performed or in an applicable quote/purchase order/proposal may require the use of Saratech technical data (specifications, formulae, processes and/or computer software) developed at private expense and protected by copyright or other intellectual property right or considered a trade secret by Saratech or third parties ("**Preexisting Works**"). Such use or reference shall not constitute or imply a grant of a license, a transfer of any title or right, or any other right to use such Preexisting Works. Any provisions of this sales quote or an applicable SOW granting to Buyer (or Buyer's customer) any rights whatsoever in Preexisting Works shall apply only to data or software specifically listed in this sales quote or an applicable SOW as deliverable(s) and shall not apply to Saratech's Preexisting Works used to develop deliverable(s) or referenced in such deliverable(s). Saratech further agrees that a limited license to use any Saratech Preexisting Works will be provided to Buyer, only to the extent such Saratech Preexisting Works is identified as a deliverable(s).
- (b) All rights, titles, and interest in any Preexisting Works, and in any modifications, enhancements or derivatives thereto developed in the performance of the Services or under these Terms is and shall remain in Saratech and its licensors. All right, title and interest in any data, specifications, systems documentation, and code ("**Buyer Information**") provided by Buyer is and shall remain in Buyer. All right, title and interest in any 3rd party proprietary data or code shall remain with those parties, except that the disclosing party, to the extent that it is able to do so, grants the other party a limited license to use such proprietary information under these Terms. Saratech retains sole ownership in all proprietary software, processes, and procedures developed by Saratech for the quoting, analysis, design, automation, and manufacturing of machined Goods, injection molds, injection molded Goods, and 3D printed Goods. Saratech retains ownership of the copyright in all text, illustrations or other materials provided by Saratech to Buyer in a quote. Buyer will not, without prior written approval of Saratech (which may be withheld for any reason), remove any of Saratech's markings or change Saratech's Intellectual Property in any way.

12. Indemnification.

- (i) Buyer agrees to indemnify, defend, and hold harmless Saratech, its affiliates, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:
- i. Buyer's use, application, assembly, modification, or combination of any parts, products, or components supplied by Saratech;
 - ii. Any failure by Buyer to comply with applicable laws, regulations, or industry standards in connection with the use, installation, or distribution of the parts;
 - iii. Any warranties, representations, or guarantees made by Buyer to third parties that exceed those expressly provided by Saratech;
- (ii) Buyer expressly waives any claim against Saratech based upon any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property rights with respect to Products and Services;
- (iii) This indemnification obligation shall apply regardless of whether such claims arise from negligence, strict liability, breach of warranty, or other legal theory, except to the extent such claims are caused solely by the gross negligence or willful misconduct of Saratech.

13. Limitation of Liability.

- (a) IN NO EVENT WILL SARATECH, ITS AFFILIATES, OR ITS VENDORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO BUYER, ITS AFFILIATES, OR ITS VENDORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS,

EMPLOYEES, OR AGENTS, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, FOR LOSS OF USE OR LOSS OR CORRUPTION OF DATA, FOR EQUIPMENT OR SYSTEMS OUTAGES OR DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE SERVICES, THESE TERMS OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) THE TOTAL AGGREGATE MONETARY LIABILITY OF SARATECH UNDER THESE TERMS AND/OR ANY PROPOSALS SHALL IN NO EVENT BE MORE THAN THE AMOUNT OF THE COST OF SERVICES SINCE ACCEPTANCE OF THE LAST MILESTONE (WHEN APPLICABLE) AS SET FORTH IN THE APPLICABLE PROPOSAL OR THE AMOUNT OF THE LAST INVOICE, WHICHEVER IS LESS).
- (c) NO ACTION REGARDING THE SARATECH SERVICES OR PRODUCTS (OTHER THAN WITH RESPECT TO PAYMENTS HEREUNDER) MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF EITHER (I) THE DELIVERY OF THE PRODUCTS, OR (II) THE CLAIMANT PARTY'S KNOWLEDGE OF THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

14. Confidentiality.

- (a) All non-public, confidential or proprietary information of Saratech, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Saratech to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "**confidential**" in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Saratech in writing.
- (b) Upon Saratech's written request, Buyer shall promptly return all confidential documents and other materials received from Saratech. Saratech shall be entitled to injunctive relief for any violation or threatened violation of this Section. This Section does not apply to information that is (i) in the public domain; (ii) known to Buyer at the time of disclosure; (iii) rightfully obtained by Buyer on a non-confidential basis from a third party; or (iv) is required to be disclosed pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Buyer shall first provide Saratech with: (1) prompt notice of such requirement so that Saratech may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Saratech's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

15. Relationship of Parties. The relationship between the Parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

16. Assignment. Neither Party shall be permitted to assign these Terms or any rights and obligations pursuant to these Terms, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either Party may assign these Terms without consent, to any parent, subsidiary, or other affiliate in connection with a merger involving it or any of its affiliates, or in connection with an acquisition of all or substantially all a party's or its affiliates assets or equity interests. In addition, Saratech may assign or delegate its rights or obligations under these Terms, in whole or in part, to any of its affiliates without consent. Buyer understands and agrees that Saratech may use its worldwide vetted network of subcontractors to fulfil Buyer's Order. Orders may be delivered directly from a subcontractor of Saratech to Buyer and not via or through Saratech. Any other assignment without the other Party's written consent is void.

17. Dispute Resolution.

(a) In the event of any dispute arising out of or relating to the Products, Services and/or these Terms, the Parties shall attempt to resolve the dispute first through good faith negotiations between the Parties' senior executives. If the matter is not resolved by the Parties' senior executives within thirty (30) days after the commencement of such negotiations, the Parties shall attempt to resolve the dispute by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses shall be shared equally by the Parties. If, following or during such mediation, either Party elects to initiate litigation, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs and expenses incurred by the prevailing Party, including but not limited to reasonable attorneys' fees, court costs, and expert fees.

(b) Nothing in this Section shall be construed as prohibiting a Party from applying to a court for interim injunctive relief or immediately initiating a lawsuit with respect to any uncontested, unpaid fees due under these Terms.

18. Force Majeure. Neither Party shall be liable in damages for, nor shall this Agreement be terminable or cancellable by reason of, any delay or default in such Party's performance hereunder if such default or delay is caused by events beyond such Party's reasonable control, including acts of God, law or regulation or other action or failure to act of any government or agency thereof, war or insurrection, riot, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or weather, labor disturbances, epidemic, pandemic (including a material increase or reoccurrence of COVID-19 virus), power failures, communication line failures, failure of common carriers, or other disasters. The Party seeking relief under this Section shall immediately notify the other Party of such cause(s) beyond such Party's reasonable control. The Party invoking this Section shall use commercially reasonable efforts to reinstate its ongoing obligations to the other Party as soon as practicable. If the cause(s) shall continue unabated for thirty (30) days, then both Parties shall meet to discuss and negotiate in good faith what modifications to this Agreement should result from such cause(s).

19. Governing Law and Venue. The sales quote and these Terms will be governed by and construed and enforced in accordance with the laws of the State of California, excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with the Sales Quotes and these Terms shall be in the state or federal courts located in the County of Orange, California USA.

20. No Joint and Several Liability. Only the entity that issues a sales quote or accepts a Purchase Order will be liable with respect to such sales quote and Purchase Order.

21. Entire Agreement. These Terms contain the entire understanding between the Parties with respect to the subject matter hereof and may not be changed except by a separate writing signed by all the Parties. Purchase Orders, acknowledgment forms, or similar routine documents may be used by the Parties from time to time. The Parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of these Terms shall be deemed deleted and have no force or effect.

22. Termination/Cancellation.

(a) In addition to any remedies that may be provided under these Terms, Saratech may terminate an order effective upon written notice to Buyer, if Buyer:

- (i) fails to pay any amount when due under the sales quote, Purchase Order and/or these Terms and such failure continues after Buyer's receipt of written notice of nonpayment;
- (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or
- (iii) 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.

(b) **Termination Impact.** Any termination of this Agreement shall not affect Parties' obligations herein

regarding Intellectual property received prior to the effective date of the termination.

- (c) **Termination for Material Breach.** Either Party may, upon thirty (30) days written notice identifying specifically the basis for such notice, terminate the Proposal(s) for material breach by the other Party of a material term or condition of these Terms or the Proposal(s), provided the Party in violation does not cure such breach within thirty (30) business days following delivery of such notice. In the event of such termination, Buyer shall pay Saratech for all Services performed and expenses incurred (all in accordance with and subject to the provisions of Section 3 of these Terms) by Saratech prior to the date of termination. The foregoing notwithstanding, either Party may terminate these Terms and the Proposal immediately for violation of Section 5 of these Terms by providing written notice to the other party stating the reason for such termination.
- (d) **Termination of Agreement for Material Breach.** Notwithstanding the above, either Party may terminate these Terms, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
- a. Breaches these Terms, and such breach is incapable of cure, or with respect to a breach capable of cure, the defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
 - b. Becomes insolvent or admits inability to pay debts generally as they become due.
 - c. Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within forty-five (45) days after filing.
 - d. Is dissolved or liquidated or takes any corporate action for such purpose.
 - e. Makes a general assignment for the benefit of creditors.
 - f. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - g. In the event of termination of these Terms for material breach, Buyer shall pay Saratech for all Services performed, Products delivered, and expenses incurred by Saratech prior to the date of termination.
- (e) **Termination for Convenience.** As noted in Section 3, **All sales are final and Saratech does not accept returns or exchanges.** However, Buyer may cancel an order for Print Services by giving Saratech at least thirty (30) days advance written notice and payment of an agreed upon cancellation charge, which shall include all costs incurred by Saratech prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Buyer with Saratech's prior written consent. If Saratech agrees to a suspension or delay, Buyer shall reimburse Saratech for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Buyer.

23. Notices.

- (a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the specified party and at the address set forth in this Section or to such other address that may be designated by the receiving party in writing.
- To: Saratech**
Mailing Address: 32932 Pacific Coast Highway #14-429
Dana Point CA 92629
- (b) All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

24. **Severability.** If any term or provision herein is invalid, illegal, or unenforceable in any jurisdiction, such

invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Headings.** The headings and subheadings contained herein are for informational purposes only and will have no effect upon the intended purpose or interpretation of the provisions of these Terms.
26. **Authority.** Each Party warrants that (i) it has full power and authority to enter into these Terms and to grant the other Party the rights granted hereunder, and (ii) the signatories to these Terms are duly authorized to bind their respective Party.