

SARATECH ADDITIVE MANUFACTURING – TERMS AND CONDITIONS

*Updated April 30, 2026

1. Applicability.

- (a) These terms and conditions of sale (these “**Terms**”) govern the use and sale of **Products** (defined in Section 1(a)(ii)), the provision of support, maintenance, services and training (“**Services**”) by Paydarfar Industries Inc., dba Saratech and its divisions, subsidiaries and affiliates (“**Saratech**”) to the buyer (“**Buyer**”). These Terms shall govern and control over any inconsistent or additional terms proposed by Buyer, whether in a purchase order, acknowledgment, or otherwise. Any such additional or conflicting terms are expressly rejected and shall have no force or effect unless expressly agreed to in a written amendment signed by an authorized representative of Saratech. Acceptance of Buyer’s purchase order, commencement of performance, or delivery shall not constitute acceptance of any such terms.
- (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 required to pay all invoices immediately upon receipt of the Order unless otherwise expressly agreed in a written agreement signed by an authorized representative of Saratech. Payments must be made in U.S. Dollars, are non-refundable, and are not subject to deductions or set-offs of any kind.
- (b) Any invoice amount not paid when due will bear interest from due date until paid. Interest rate is equal to 1% per month, or maximum allowed by State Law, whichever is less.
- (c) Buyer agrees to reimburse Saratech for any costs incurred in collecting overdue payments, including legal fees and associated expenses. In the event of non-payment, Saratech reserves the right to suspend delivery of Products or Services until payment is received.
- (d) Buyer shall not withhold or delay payments due to disputes, claims, or other issues related to Saratech’s performance, bankruptcy, or otherwise. All amounts are due and payable as outlined in the invoice.
- (e) If payment is delayed for more than fifteen (15) business days beyond the invoice date, Saratech may halt work and retain all work products until overdue payments are settled. Any resulting delays or additional costs will be borne solely by the Buyer.

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. Saratech shall have no liability for any delay, loss, or damage occurring after

delivery to the carrier.

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 is increased by Saratech prior to delivery of Products to the carrier for shipment, a Change Order shall be issued by Saratech and must be accepted in writing by Buyer prior to shipment. Buyer shall be billed by Saratech based on such increased price in the agreed upon new price quote/purchase order.
- (b) Buyer shall pay Saratech for all reasonable travel and/or out-of-pocket expenses incurred by Saratech in connection with the performance of Services, including, but not limited to, all expenses associated with installation of Products. In the event of relevant changes to cost price factors, Saratech reserves the right to revise the price provided on the price quote/purchase order and pass on such additional costs to Buyer. Buyer will have the right to reject the revised price, in which case the purchase order shall 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. Installation and Onsite Services.

- (a) This section applies only if respective (Installation and Onsite) services will be provided to Buyer by Saratech.
- (b) Damage to Premises.
 - (i) Buyer hereby expressly waives and releases any and all claims, now known or hereafter known, against Saratech, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of damage to Buyer's premises, including, but not limited to, damage to floors, walls, entry ways, doors, door frames, door jambs, ramps, loading docks, fixtures, appliances, furniture, or other equipment, arising out of or attributable to Saratech's provision of the Installation and Onsite Services, whether arising out of the negligence of Saratech or any Releasees or otherwise. Buyer covenants not to make or bring any such claim against Saratech or any other Releasee, and forever releases and discharges Saratech and all other Releasees from liability under such claims.
- (c) Buyer Caused Delay.
 - (i) If Saratech's performance of its obligations under these Terms is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, including but not limited to failure to properly prepare the installation site as outlined in the relevant site-preparation guide, Saratech shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or

indirectly from such prevention or delay. Furthermore, any additional costs incurred by Saratech as the result of such a delay shall be the sole responsibility of the Buyer and will be invoiced accordingly.

(d) Scheduling

- (i) Installation and Onsite services must be scheduled to occur within ten (10) days of Buyer receipt of Products.

7. 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) Saratech is an authorized reseller of Products;

- (c) Buyer use of Products is subject to the applicable Vendor's license provisions, end-user license agreement, service level agreement, terms of use or service, or other end-user agreements or documents, including, without limitation the following terms and conditions;

- (i) For orders involving Markforged Product(s) and Service(s):

- i. <https://markforged.com/library/terms-conditions/>

- (ii) For orders involving BigRep Product(s) and Service(s):

- i. <https://saratech.com/wp-content/uploads/2019/04/BigRep-Americas-Inc.-End-User-Terms-and-Conditions-1.pdf>

- (d) Saratech shall have no liability or responsibility whatsoever for any acts, omissions, defects, failures, or performance issues of any Vendor, and Buyer's sole and exclusive recourse with respect thereto shall be directly against the applicable Vendor;

- (e) 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; and

- (f) Buyer assumes all responsibility for ensuring that Products and Services are used in accordance with all applicable laws and regulations.

- (g) 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 7(g) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- (h) 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.
- (i) 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.

8. Compliance with Laws

- (a) 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.

9. 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 shall notify Saratech of any defect, damage, or claim within five (5) calendar days of delivery and prior to any use, installation, or resale of the 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.

10. 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.

11. Indemnification.

- (a) 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 from 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;
 - iv. 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;
- (b) 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 Saratech's gross negligence or willful misconduct.

12. Limitation of Liability.

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.

- (a) 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.

(b) LIABILITY CAP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SARATECH'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS, SERVICES, OR THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY BUYER TO SARATECH FOR THE APPLICABLE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM, AND IN NO EVENT SHALL SARATECH'S LIABILITY EXCEED SUCH AMOUNTS REGARDLESS OF THE THEORY OF LIABILITY.

13. 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.

14. 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.

15. 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.

16. 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. The Parties agree that venue and jurisdiction for any litigation shall be as set forth in Section 18.

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

- 17. 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).
- 18. 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.
- 19. 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. There shall be no joint and several liability with respect to Saratech affiliates.
- 20. Termination/Cancellation.**
- (a)** In addition to any other rights or remedies available under these Terms or at law, Saratech may, in its sole discretion, terminate these Terms, any Order, or any portion thereof, or suspend performance, immediately upon written notice to Buyer if Buyer:
- (i)** fails to pay any amount when due under any sales quote, invoice, or these Terms, and such failure continues for five (5) days after written notice of nonpayment;
 - (ii)** breaches or fails to perform any obligation under these Terms, in whole or in part, and such breach is not cured within ten (10) days after written notice;
 - (iii)** becomes insolvent, admits inability to pay its debts as they become due, files a petition for bankruptcy, or becomes subject to any proceeding relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or
 - (iv)** Saratech reasonably determines that Buyer's financial condition or conduct creates a risk of non-payment, non-performance, or reputational, legal, or commercial harm to Saratech.

Upon any such termination or suspension, all outstanding amounts owed to Saratech shall become immediately due and payable without further notice, and Saratech shall have no further obligation to deliver Products or perform Services. Saratech shall not be liable for any damages, including lost profits or anticipated revenues, arising from such termination or suspension.

(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.

Termination for Convenience. As noted in Section 3, **All sales are final.**

21. 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: Paydarfar Industries, Inc dba 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.

- 22. 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.

- 23. 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.
- 24. 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.
- 25. Non-Solicitation.** During the term of any applicable Agreement and for a period of twelve (12) months following its termination or expiration, neither Party (“Hiring Party”) shall, without the prior written consent of the other Party (“Protected Party”), directly solicit for employment or engagement any employee or independent contractor of the Protected Party who was materially involved in the performance or receipt of Services.

Exceptions.

This restriction shall not apply to:

- (a) general recruitment efforts not directed specifically toward the other Party’s personnel (including job postings, advertisements, or use of recruiters not specifically tasked to target the other Party’s employees);
- (b) individuals who initiate contact with the Hiring Party without solicitation; or
- (c) individuals who have not been employed or engaged by the other Party for at least six (6) months prior to such contact.

Liquidated Damages for Poaching.

If either Party hires or engages any employee or contractor of the other Party in violation of this Section, the Hiring Party shall pay the Protected Party, as liquidated damages and not as a penalty, an amount equal to 100% of the employee’s or contractor’s annualized base salary or fees at the time of hire or engagement. The Parties acknowledge that this amount represents a reasonable pre-estimate of the costs of recruiting, hiring, training a replacement, and resulting lost productivity, which would be difficult to calculate with precision.

- 26. 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 an authorized representative of Saratech. Purchase Orders, acknowledgment forms, or similar routine documents may be used by the Parties from time to time solely for administrative convenience. These Terms shall govern and control over any inconsistent or additional terms proposed by Buyer in any such documents, and any such additional or conflicting terms are expressly rejected and shall have no force or effect unless expressly agreed to in a written amendment signed by an authorized representative of Saratech.