

GENERAL TERMS AND CONDITIONS OF HEAVYDRIVE LLC

1. Scope and Validity

1.1 These General Terms and Conditions for the Provision of Services ("GTC") provide for the conclusion, content, performance and termination of contracts for the provision of Services by Heavydrive LLC ("Heavydrive").

1.2 These GTC shall be considered accepted if the purchaser ("Purchaser") of such services ("Services") orders from Heavydrive and reference is made to them in an Offer or in the order confirmation. Any terms and conditions of the Purchaser are explicitly excluded.

1.3 These GTC, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) ("Offers") from Heavydrive, and all accepted orders placed by the Purchaser for Heavydrive's Services constitute the contract ("Contract") between Heavydrive and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

2. Offer and Order

2.1 Offers given by Heavydrive are, unless otherwise stated in such documents, subject to these GTC.

2.2 An Offer submitted by Heavydrive is valid during the period specified in the Offer. If there is no respective information, an Offer remains open for acceptance by the Purchaser by placing an order within one (1) month from the date of the Offer. The Offer may be subject to amendment or alteration at any time by Heavydrive prior to Heavydrive's acceptance of an order by the Purchaser.

2.3 If the order of the Purchaser deviates from the Offer or the order confirmation provided by Heavydrive, the Offer or order confirmation, respectively, applies, unless the Purchaser objects, in writing, to Heavydrive within two (2) business days of the Purchaser receiving the order confirmation.

2.4 Orders are binding only if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.

2.5 An order placed by the Purchaser will form part of the Contract only when it has been received and accepted by Heavydrive. Heavydrive's acceptance of any order lodged by the Purchaser may be in writing or by Heavydrive delivering the Services which are the subject of an order. However, any terms and conditions contained in any order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by Heavydrive.

2.6 Once accepted by Heavydrive, orders may not be cancelled or varied by the Purchaser without the prior consent of Heavydrive in writing.

2.7 Heavydrive reserves the right to correct any significant errors or omissions in its Offers, order confirmations or invoices.

2.8 Purchaser shall bear all costs associated with the cancellation or modification of the Order.

3. Provision of Services

3.1 Unless otherwise set forth in an Offer, the Service's generally include the provision of cranes or other related equipment (collectively the "Products") and at times along with certain assembly or operating services for a set period of time.

3.2 Subject to any differing Offer, Purchaser shall be solely responsible for any and all costs arising out of the transportation of the Products to its premises.

3.3 Heavydrive shall use reasonable efforts to meet any performance dates specified in an Offer, but, unless otherwise agreed to in writing, any such dates shall be estimates only.

3.4 In addition to any fees for the Services, Purchaser shall also pay for any and all expenses related to the provision of Services incurred by Heavydrive and/or its employees.

3.5 If the work of a Heavydrive employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch due to no fault of Heavydrive, Heavydrive may withdraw him/her or return a

personnel to the job when needed and available, and any additional cost (including travel time and expenses) incurred by Heavydrive will be charged to the Purchaser.

3.6 Unless otherwise agreed by the Parties, each Heavydrive employee will present Purchaser at the end of each week, or at the completion of the job, a filled service report or invoice on which will be indicated the number of hours spent. Purchaser shall sign the field service report in the place indicated, thus signifying approval of the time spent and material expense incurred on the job.

3.6 If Heavydrive determines at its sole discretion, that the provision of Services will have detrimental effects on its employees and/or the Products, Heavydrive may order a stop to any Services. Should Purchaser fail to cure the aforesaid concerns, Heavydrive, in addition to any other remedies available, including but not limited to Section 13, terminate the Contract.

4. Purchaser Obligations

4.1 Purchaser shall cooperate with Heavydrive in all matters relating to the Services and provide such access to Purchaser's premises as may reasonably be requested by Heavydrive, for the purposes of performing the Services.

4.2 Purchaser shall respond promptly to any Heavydrive request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Heavydrive to perform Services in accordance with the requirements of the Contract.

4.3 Purchaser shall provide such materials or information as Heavydrive may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

4.4 Purchaser shall take any and all necessary actions to provide a safe work environment for Heavydrive's employees.

4.5 Purchaser shall provide an adequate and safe storage place for Heavydrive's materials, and Heavydrive's employees belongings.

4.6 If required, Purchaser shall ensure that Heavydrive employees have access to facilities and room in order to ensure that may privately change prior to performing any Services and upon their daily conclusion of such performance.

4.7 The Purchaser hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Product(s) is/are to be stored, parked or operated.

4.8 The Purchaser shall create any and all necessary specifications for the provision of the Services and provide copies of such documents to Heavydrive for review. Upon review, Heavydrive may propose alternations to the specifications, which Purchaser shall approve or provide a written explanation for rejection to Heavydrive.

5. Purchaser's Acts or Omissions

If Heavydrive's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Heavydrive shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Enlisting of Subcontractors

Heavydrive reserves the right to sub-contract the provision of Services or parts thereof to any other party or person or corporation as it may determine in its sole discretion. In such case, Heavydrive remains responsible to the Purchaser for the provision of Services by such third party.

7. Remuneration

7.1 The amount of remuneration is to compensate Heavydrive for the Services agreed upon in the Contract. Unless otherwise set forth in an Offer or order confirmation, it is due net, and excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Purchaser.

7.2 In accordance with the provision in Section 2.2 of these GTC, Heavydrive explicitly reserves the right at any time prior to accepting an order to alter, with notice in writing to the Purchaser, the purchase price of the Services.

8. Taxes

8.1 The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the performance of the Services.

9. Terms of Payment

9.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to Heavydrive within thirty (30) days from the invoice date ("Due Date").

9.2 All payments must be received by the Due Date, even if the provision of Services is delayed for reasons, for which Heavydrive is not responsible or slight corrections are necessary.

9.3 Should the Purchaser fail to pay for the Services within the time frame specified in Section 9.1 of these GTC, Heavydrive may:

i) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by Heavydrive (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Purchaser to Heavydrive which are not paid as agreed herein;

ii) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or

iii) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days' notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Heavydrive to elect, without prejudice to any other rights of Heavydrive, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.

9.4 The Purchaser is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by Heavydrive prior to the provision of the Services.

10. Delivery and default of delivery

10.1 Heavydrive agrees to supply the Products to the Purchaser's premises as set forth in the Offer or order confirmation. Partial deliveries are permitted. Heavydrive may deliver Products in advance of the scheduled delivery.

10.2 Heavydrive will use reasonable endeavors to meet any delivery or completion date quoted but such date or time is a bona fide estimate only according to information available to Heavydrive at the time of Offer and is not to be construed as a fixed date or time unless specifically agreed to by Heavydrive in writing.

10.3 Delivery dates are considered adhered to if, prior to their expiration, the notification of dispatch has been sent to the Purchaser.

10.4 Any delivery or completion date shall be extended in respect of any delay relating to either instructions given by, or lack of instructions from, the Purchaser, or any other acts or omissions of the Purchaser or those for whom Purchaser is responsible, including any delay or withdrawal of access by the Purchaser to the premises required for the purpose of fulfilling the Contract.

11. Force Majeure

11.1 Heavydrive shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Heavydrive's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Heavydrive's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Heavydrive.

11.2 Heavydrive shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 11 in said notice and shall supply all relevant information about its effects on the performance of the Contract.

11.3 Unless otherwise agreed in writing between the Parties, if Heavydrive is unable to perform the Contract because of Force Majeure, Heavydrive is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Heavydrive. Heavydrive shall not be subject to damage claims.

11.4 In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, Heavydrive will refund the fees paid less the accrued cost and expenses of the contractual obligations.

12. Place of performance

Unless otherwise agreed in writing between the Parties, Heavydrive's principal office is the place of performance.

13. Termination

13.1 In addition to any other remedies that Heavydrive may have in law, Heavydrive may terminate or suspend the Contract or any part thereof if the Purchaser:

- i) fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from Heavydrive;
- ii) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/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.

13.2 If the Contract (or parts thereof) is terminated, as specified in Section 13.1 of these GTC:

- i) Heavydrive will have an immediate right to remove the Products from Purchaser's premises; and
- ii) all other outstanding amount owed to Heavydrive by the Purchaser shall be due and payable by the Purchaser on demand by Heavydrive, per the terms of the Notice of Demand from Heavydrive.

13.3 Heavydrive, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from Heavydrive. Such termination shall explicitly not constitute default.

14. Acceptance

14.1 Unless otherwise determined by Heavydrive, and conveyed to the Purchaser prior to delivery of the Products, the Purchaser may inspect the Products supplied by Heavydrive under the Contract within two (2) days of the Products being delivered and notify Heavydrive of any defects in writing. Otherwise, Heavydrive will deem the Products to be accepted as delivered to Purchaser and ready for performance of Services.

14.2 If, upon inspection of the Products after delivery, minor defects are detected, Purchaser shall be deemed to have accepted such Products for the performance of Services. Heavydrive shall subsequently remedy the detected minor defects.

14.3 If, during the acceptance inspection, major defects are detected, acceptance is postponed. Heavydrive shall promptly remedy such detected defects and notify the Purchaser of a new acceptance date.

15. Limited Warranty

15.1 ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, HEAVYDRIVE WARRANTS THAT THE PRODUCTS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND WITH THE STANDARD SPECIFICATION FOR THE PRODUCTS. PRODUCTS SHALL BE DELIVERED FREE FROM

DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

15.2 IF THE PRODUCTS SUPPLIED OR SERVICES PERFORMED BY HEAVYDRIVE DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 15.1 HEREOF, THE PURCHASER SHALL PROMPTLY NOTIFY HEAVYDRIVE IN WRITING. HEAVYDRIVE SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:

- i) REPAIR SUCH PRODUCTS;
- ii) RE-PERFORM DEFECTIVE SERVICES; OR
- iii) REFUND TO THE PURCHASER THE PORTION OF THE CONTRACT PRICE FOR SUCH SERVICES.

THIS WARRANTY DOES NOT EXTEND TO INCLUDE HEAVYDRIVE'S LABOR COSTS. THE PURCHASER SHALL BEAR THE COSTS OF ACCESS FOR HEAVYDRIVE'S REMEDIAL WARRANTY EFFORTS (INCLUDING REMOVAL AND REPLACEMENT OF SYSTEMS, STRUCTURES OR OTHER PARTS OF THE PURCHASER'S FACILITY), DE-INSTALLATION, DECONTAMINATION, RE-INSTALLATION AND TRANSPORTATION OF DEFECTIVE PRODUCTS TO HEAVYDRIVE AND BACK TO PURCHASER.

15.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:

- i) INCORRECT OR NEGLIGENT HANDLING, DISREGARD OF OPERATING OR MAINTENANCE INSTRUCTIONS, OVERLOADING, UNSUITABLE OPERATING CONDITIONS, DEFECTIVE BUILDING WORK, LIGHTNING, ACCIDENT, NEGLIGENCE, FAULTY ERECTION, ACTS OF GOD, CAUSES BEYOND HEAVYDRIVE'S CONTROL, AND UNAUTHORIZED USAGE OF THE PRODUCTS; AND
- i) ANY ACTIONS WHICH ARE IN CONFLICT WITH HEAVYDRIVE'S INSTRUCTIONS.

15.4 IN CASE HEAVYDRIVE DISCOVERS A DEFECT OR IMPROVEMENT IN THE PRODUCTS, PURCHASER SHALL GRANT PURCHASER ALL NECESSARY ACCESS TO THE PRODUCTS TO PERFORM ANY REPAIRS, REPLACEMENTS OR IMPROVEMENTS.

15.5 THIS EXPRESS WARRANTY ONLY APPLIES IF:

- i) DEFECTS OCCUR WITHIN SIX (6) CALENDAR MONTHS AFTER THE SERVICES HAVE BEEN PERFORMED;
- ii) HEAVYDRIVE IS NOTIFIED IN WRITING WITHIN SEVEN (7) DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER; AND
- iii) THE PURCHASER HAS FULFILLED ALL OF ITS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.

15.6 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF HEAVYDRIVE SET FORTH IN THESE GTC ARE IN LIEU OF, AND HEAVYDRIVE DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. HEAVYDRIVE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.

16. Limitation of Liability

16.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, HEAVYDRIVE SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:

- i) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;
- ii) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR
- iii) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE CONTRACT PRICE MADE UNDER THESE GTC.

16.2 OTHERWISE, WHERE IT IS PERMITTED AT LAW TO DO SO THE REMEDIES IN SECTION 16.2 OF THESE GTC WILL APPLY.

17. Indemnity

The Purchaser shall keep Heavydrive indemnified against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Heavydrive or which Heavydrive may sustain, pay or incur as a result of or in connection with the provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or gross negligence of Heavydrive or its duly authorized employee or agent.

18. Insurance

Purchaser shall, at its sole expense, maintain and carry insurance in full force and effect which includes but is not limited to employer's liability, workman's compensation, general liability, public liability, completed operations liability and contractual liability in amounts set forth below with insurance companies rated A- or better by a rating service. Insurance includes (i) Comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate, (ii) statutory worker's compensation and employer's liability insurance for a limit of One Million US Dollars (USD 1,000,000) and (iii) automobile liability of One Million US Dollars (USD 1,000,000). Upon Heavydrive's request, Purchaser shall provide Heavydrive with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 18. Purchaser shall provide Heavydrive with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against Heavydrive's insurers and Heavydrive.

19. Intellectual Property Rights

19.1 intellectual property rights (copyrights, patent rights etc.) remain with Heavydrive or third parties.

19.2 The Purchaser is granted a non-exclusive and non-transferable right to use the intellectual property rights for the agreed purpose in the Contract.

20. Confidentiality

20.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

20.2 Confidential information of a Party does not include information which:

- i) was already known to the other Party, before it was made accessible by the disclosing party;
- ii) is or becomes generally known without the other Party's responsibility;
- iii) was disclosed to the other Party by a third party without any transfer restriction;
- iv) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
- v) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want implement.

20.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of three (3) years after termination of the contractual relationship. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.

20.4 A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

20.5 Notwithstanding Section 20.4 of these GTC, Heavydrive may disclose confidential information to its affiliates as well as subsidiaries, and enlisted specialists (lawyers, auditors, experts).

20.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Heavydrive, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed and may not give Heavydrive as a reference.

21. Data Protection

21.1 The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.

21.2 Personal data may only be processed for the purpose and to the extent required for the fulfillment of the Contract and for safeguarding a high service and security standard. To this extent and for this purpose personal data may also be passed on to another company of the Heavydrive Group and to its domestic and foreign business partners, as far as legally admissible.

21.3 The Parties transfer the commitments specified in this Section 21 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

22. Compliance

The Purchaser agrees to comply with any and all applicable laws, regulations, ordinances, legal standards, and industry practices.

23. Miscellaneous

23.1 Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of Heavydrive. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 23.1 is null and void.

23.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other Party, or (ii) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 23.2 of a change of address.

23.3 Waiver. No waiver by Heavydrive of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Heavydrive. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 17, 21, 22 and 23.

23.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.

23.6 Governing Law and Dispute Resolution.

(i) Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.

(ii) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Atlanta, Georgia, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder and shall be so instructed by the Parties.

23.7 Entire Agreement. The Contract contains the entire agreement between the Parties with respect to the sale of Good and provision of Services and supersedes all prior agreements and understandings between the Parties.

23.8 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

23.9 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of Heavydrive.

February 10, 2021