



NEW CUSTOMER APPLICATION FORM

Check the RWB company/s you are applying to:



To qualify as a RWB company customer, you must fill out this application and return it, with the necessary proof of distributorship, as described in item #1 below. Orders shipped can be paid for by: Visa, MasterCard, Discover, American Express, company check, or wire transfer upon approval.

Distributor Jobber/Dealer Retail/End User

Date: _____

Customer Number: _____

IMPORTANT - YOUR APPLICATION CAN NOT BE APPROVED WITHOUT THE FOLLOWING:

- A) Copy of your state resale business license or your vendors license.
 - B) Copy of an invoice from a present supplier in the recreational or automotive field. (Include terms of payment)
 - C) A photo of your present facility. (Photos can be emailed - See contact info at bottom of form)
 - D) Sign and return compliance policy letter.

2. Name of Business: _____ Country: _____
ALWAYS PLACE ORDERS AND PAY UNDER THIS NAME

3. **Billing Address**
Street: _____ City: _____ State: _____ Zip Code: _____

Shipping Address
Street: _____ City: _____ State: _____ Zip Code: _____

4. Business Phone: _____ Fax: _____

Please provide emails for all who should be receiving updates, tech tips, sales promos, new product announcements (ex. tech team, sales team, parts/service etc.)

Email 1: _____ Email 2: _____

Email 3: _____ Email 4: _____

5. Owner's Name: _____
Phone: _____

6. Contact Person: _____
Accounts Parable Person: _____

7. Are you a franchised dealer?
 Yes No Tax ID #: _____

8. Brand of vehicles sold/descrip. _____
of vehicle business? _____

9. Your Bank: _____ Branch: _____ Bank Phone #: _____
Street: _____ City: _____ State: _____ Zip Code: _____

10. Do you wish to pay by Company check?
 Yes No

11. Date your business was established: _____
If listed with Dunn & Bradstreet provide Dunn #: _____

RWB terms and conditions of sale were received: Yes No

12. Please list below other wholesale firms in the industry that have sold to you: (Carrying backorder is encouraged.)
Name: _____ Street: _____ City: _____ State: _____ Zip Code: _____
Name: _____ Street: _____ City: _____ State: _____ Zip Code: _____

13. Back-orders will reserve product to ship when it becomes available. (Carrying backorders is encouraged.)

Please return this form to the specific company/s you wish to purchase from:

JE Pistons: Fax: 714-893-8297 Email: orders@jepistons.com
Dart: Fax: 248-362-2027 Email: sarent@dartheads.com
BoostLine: Fax: 440-951-6606 Email: wisecosales04@wiseco.com
Diamond Pistons: Fax: 586-792-1105 Email: mpanetta@diamondracing.net
ProX: Fax: 440-951-6606 Email: wisecosales04@wiseco.com

MGP: Fax: 586-792-1105 Email: mpanetta@diamondracing.net
Trend: Fax: 586-447-0440 Email: info@trendperform.com
Wiseco: Fax: 440-951-6606 Email: wisecosales04@wiseco.com
Rekluse: Fax: 208-672-1318 Email: internationalsales@rekluse.com



RWB CORPORATE COMPLIANCE POLICY COMPLIANCE CERTIFICATE

In accordance with RWB's corporate compliance policy, it is necessary to ensure that our customers understand and commit to abide by all applicable anti-corruption, export controls, sanctions, and related laws when dealing with RWB's products. Accordingly, we kindly request that your company certify in writing that it is, and will act, in compliance with the laws and regulations described below when dealing with RWB's products. This information must be provided before further orders may be processed. RWB reserves the right to request a new certification every two years or more frequently in its sole discretion. RWB reserves the right to refuse to conduct business with parties who fail to certify as follows:

1) The undersigned hereby certifies that products, software, or technology ("Items) acquired from RWB will not be exported, re-exported, sold, or otherwise transferred in violation of applicable export controls and sanctions laws and regulations including but not limited to the Export Administration Regulations administered and enforced by the Commerce Department's Bureau of Industry and Security ("BIS"); the laws, regulations, and Executive Orders administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"); and any other similar applicable foreign trade laws and regulations.

2) Without limiting the generality of 1) above, the undersigned certifies that it will not under any circumstances export, re-export, sell, or otherwise transfer Items acquired from RWB directly or indirectly to or for:

- Crimea, Cuba, Iran, Syria or North Korea, or any other country or territory subject to comprehensive U.S. sanctions applicable to RWB's Items from time to time;
- except as authorized or permitted, any person or entity included on a restricted party list maintained by the US Government related to trade compliance. Such parties include but are not limited to parties included on the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identification List maintained by OFAC, including entities owned 50% or more by such parties, as well as those parties included on the Entity List, the Denied Persons List, and the Unverified List maintained by BIS.

3) Except as authorized or agreed, the undersigned hereby certifies that the Items acquired from RWB will not be used, directly or indirectly, in: military activities; terrorist activities; nuclear explosive activities; unsafeguarded nuclear activities; or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, or in missiles, rockets or unmanned air vehicles.

4) The undersigned hereby acknowledges that RWB is prohibited from participating in or supporting international boycotts of certain foreign countries, including Israel, if such boycotts are not sanctioned by the U.S. Government.

5) The undersigned hereby certifies that no payment or offer of payment or anything else of value has been made or will be made, either directly or indirectly, to any public official or any other person to improperly induce them to influence any government or other act or decision to assist in obtaining or retaining business or any advantage in the conduct of business for or on behalf of RWB in any way; nor has nor will any other action that would constitute a violation of the US Foreign Corrupt Practices Act, or any other applicable anti-corruption laws be taken.

6) We certify that all of the facts contained in this statement are true and correct to the best of our knowledge and we do not know of any additional facts that are inconsistent with the above statements. We shall promptly notify RWB and send a replacement certification to RWB disclosing any material change of facts or intentions described in this certification that occur after this certification is prepared and forwarded to RWB.

Signature:

Print:

Title:

Company Name:

Date:



EXPORT CONTROLS, SANCTIONS and FOREIGN CORRUPT PRACTICES ACT (FCPA) COMPLIANCE

[DISTRIBUTOR/DEALER] shall comply with any and all laws, regulations and orders applicable to [DISTRIBUTOR/DEALER] in the performance of this contract. These laws include, but are not limited to, all applicable U.S. and/or international anti-corruption, import customs, taxation, and export control and sanctions laws.

[DISTRIBUTOR/DEALER] agrees that it has the sole responsibility to determine any export and re-export license and/or import/ customs requirements, to obtain any export or re-export license or other official authorization, and to carry out any customs and tax formalities for the export, re-export and subsequent import of the commodity.

[DISTRIBUTOR/DEALER] understands that U.S. Government authorization may be required to export the product, software, or technology ("Item"), or to re-export or retransfer the Item to a third-country, another end-user or for another end-use pursuant to U.S. export controls and sanctions laws and regulations, and agrees that it is its sole responsibility to obtain such authorizations in compliance with U.S. export controls and sanctions laws and regulations. Except as authorized or permitted, [DISTRIBUTOR/DEALER] may not export, re-export, retransfer, sell, or otherwise supply (a) to customers or end-users located in those countries/territories subject to comprehensive U.S. sanctions (i.e., Cuba, Crimea, Iran, North Korea, Syria (b) to customers or end-users identified on any of the U.S. Government's restricted parties lists, including the Commerce Department's Bureau of Industry and Security's Denied Persons, Entity, and Unverified Lists, the restricted parties lists maintained by the Treasury Department's Office of Foreign Assets Control, the Debarred Parties List maintained by the State Department's Directorate of Defense Trade Controls, and the State Department's Nonproliferation Sanctions List ([all of which can be found at https://www.trade.gov/consolidated-screening-list](https://www.trade.gov/consolidated-screening-list)), or (c) to customers and end-users engaged in prohibited end-uses including but not limited to military activities, terrorist activities, nuclear explosive activities, unsafeguarded nuclear activities, or those engaged in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, or in missiles, rockets or unmanned air vehicles (collectively the "Trade Restrictions").

[DISTRIBUTOR] shall comply, in executing and performing this Agreement, with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended (the "FCPA") and all other applicable anti-corruption laws (together the "Anti-Corruption Laws"). Furthermore, [DISTRIBUTOR/DEALER]:

(a) warrants that it, its directors, officers, employees, agents, subcontractors and/or consultants are familiar with, and will comply in all respects with, the Anti-Corruption Laws;

(b) represents and warrants that it, its directors, officers, employees, agents, subcontractors consultants, or any other party acting for or on behalf of the [DISTRIBUTOR/DEALER] have not and will not authorize or make any payments or gifts or any offers or promises of payments or gifts or anything else of value, directly or indirectly, in connection with this Agreement to any:

(i) Public official, including

- any official, agent, or employee of any government or governmental agency or state owned company;
- any political party or officer, employee or agent thereof; or
- any holder of public office or candidate for political office; or
- any officer or employee of a public international organization, such as the United Nations or the World Bank; or
- any member of a royal family (Collectively "Government Officials").

(ii) any other person

In each case with the corrupt intent of obtaining or retaining business or any improper advantage for or on behalf of RWB, or otherwise in violation of any of the the Anti-Corruption Laws.

(c) Except as previously disclosed by [DISTRIBUTOR/DEALER] to RWB, and to the best of its knowledge, none of the [DISTRIBUTOR/DEALER] owners, directors, officers, partners, employees, agents, and close family members thereof, i.e., spouses, children, parents, and siblings, involved with any business relating to this Agreement is presently (or has been within the last year) a Government Official. [DISTRIBUTOR/DEALER] shall inform the Company promptly in writing if [DISTRIBUTOR/DEALER] learns that any such person, as described above, assumes such a position.

[DISTRIBUTOR/DEALER] shall at all times in connection with the execution of this Agreement and when dealing with RWB products maintain an adequate compliance program to protect against breaches of the Trade Restrictions and Anti-Corruption Laws.

[DISTRIBUTOR/DEALER] agrees to keep full and accurate books and records of all payments made with respect to any transaction or business effected in connection with this Agreement, and, upon a showing of reasonable grounds and the provision of reasonable notice by RWB, to make all such books and records available to RWB's duly authorized representatives to verify [DISTRIBUTOR/DEALER]'s compliance with the Anti-Corruption Laws the Trade Restrictions and the compliance provisions of this Agreement.

Any failure to comply with these compliance provisions or any breach of the Trade Restrictions or Anti-Corruption Laws by [DISTRIBUTOR/DEALER] shall be considered a breach of this Agreement. Upon written notice to [DISTRIBUTOR/DEALER] of such breach, RWB may terminate this Agreement, effective immediately. [DISTRIBUTOR/DEALER] shall indemnify and hold RWB harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from [DISTRIBUTOR/DEALER]'s breach of the compliance provisions contained in this Agreement. This provision shall survive any termination of the Agreement.

Signature: _____

Print: _____

Title: _____

Company Name: _____

Date: _____



TERMS & CONDITIONS

1. Governing Provisions; Order Acceptance. These terms and conditions ("Terms") govern the sale of products (the "Products") by Performance Motorsports, Int. ("RWB") to the buyer of the Products ("Buyer"). The quote, order acknowledgment and/or invoice of RWB attached to these Terms, together with these Terms, other specifications for the Products and any packing slip of RWB comprise the entire agreement between the parties with respect to the Products (the "Contract"). In the event of conflict between a provision in the Terms and any other component of the Contract, these Terms shall prevail. This Contract supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral between the parties with respect to the purchase of Products. No additional or different terms will be binding upon RWB unless specifically agreed to in writing by an authorized representative of RWB. Any additional or different terms proposed by Buyer, either previously or in the future, whether in a purchase order, other communication or otherwise, are hereby rejected and shall not apply. RWB's failure to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. RWB is not bound by any order until it is either accepted in writing by an authorized representative of RWB or RWB ships the Products, whichever occurs first.

2. Delivery; Title. RWB does not guarantee delivery on any specific date and RWB will not be liable for any damages caused by a delay in a projected or estimated delivery date. The Products are delivered FOB shipping point, using RWB's standard methods for packaging and shipping any Products. Acceptance of a shipment by a common carrier constitutes delivery to Buyer, at which time all risk of loss transfers to Buyer. RWB may choose the means of transportation and the route of shipments unless otherwise agreed in writing prior to acceptance of an order. The Buyer must make any claim for shortages and other errors in delivery in writing to RWB within 5 days after receipt of the Products. Failure to give such notice constitutes an unqualified acceptance of the Products and a waiver of any claim Buyer may have regarding the delivery. RWB reserves the right to make delivery in installments. Any installments will be separately invoiced and paid for when due, as set forth on the invoice, without regard to subsequent deliveries.

3. Cancellation. The Buyer may not cancel an order after it is accepted by RWB, unless RWB agrees in writing. Any reduction in quantities ordered constitutes a cancellation. In the event RWB agrees to a cancellation, Buyer shall pay all costs and expenses (including indirect expenses) directly or indirectly caused by Buyer's cancellation.

4. Default. Each of the following are an "Event of Default": (i) Buyer fails to pay RWB for any amount owed to RWB under the Contract when due; (ii) Buyer breaches any provision of the Contract; (iii) Buyer files a petition, answer or consent to a petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy law; (iv) Buyer consents to proceedings or actions instituting a receiver, liquidator, assignee, trustee, custodian or similar official of the Buyer; (v) the insolvency of Buyer. Upon an Event of Default, RWB may, in addition to exercising any or all other rights and remedies that RWB may have, (i) demand full or partial payment in advance before proceeding or continuing with performance of the Contract, (ii) defer delivery of the Products and/or (iii) without notice to Buyer, cancel any or all of RWB's unperformed obligations under the Contract or with any other agreement to which Buyer and RWB are parties. Upon any cancellation pursuant to this Section, Buyer shall pay RWB for any Products delivered and for the full Price of any accepted order at the time this Contract is terminated.

5. Quotations; Prices. Any written quotations automatically expire 30 calendar days from the date issued unless sooner terminated by notice. Verbal quotations expire, unless accepted in writing, the same day they are made. Buyer shall pay the purchase price for the Products specified in the quotation or invoice, as applicable, and shall at all times be subject to any then applicable pricing policy of RWB, including any modifications or adjustments to the pricing policy (the "Price"). The Price will include ordinary pre-delivery packing only. Prices are subject to escalation in future quotations or orders.

6. Payment. Unless otherwise stated in the Contract, net invoice amounts are due upon receipt of the invoice. RWB may issue invoices as it makes partial shipments. Prices do not include taxes or other charges. The Buyer shall pay any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, inspection or testing fee, or any other like tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between RWB and Buyer, in addition to the Price. In the event RWB is required to pay any tax, fee or charge and/or any associated penalties and interest, Buyer shall reimburse RWB. If Buyer is exempt from any applicable tax or fee, then Buyer shall provide RWB at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. All payments shall be made in United States currency. If shipment is delayed beyond the scheduled date for the convenience of Buyer, payment shall be due in full when RWB is prepared to make the shipment. Interest shall be payable by Buyer on any amount not paid when due at the rate of 1.5% per month, or the maximum rate allowable by law, whichever is less, calculated daily and compounded monthly. Buyer shall reimburse RWB for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Buyer of the Contract.

7. Limited Warranty and Limitation of Liability. RWB warrants that any Product manufactured by RWB will be free from defects in material and workmanship for 30 days following date of original purchase ("RWB Warranty"). The RWB Warranty extends to the End-User of such Product. The End-User is defined as the person purchasing the Products directly from RWB or an authorized dealer of RWB. RWB specifically disclaims all warranties on any Product not manufactured by RWB. No warranty is transferable by the End-User. As a condition to granting the RWB Warranty, Buyer covenants to use the Product with due care and consistently with the Product's specifications. Any failure of Buyer to adhere to this covenant voids the RWB Warranty. Such failure includes, without limitation, misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than RWB.

THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RWB shall not be subject to any other obligations or liabilities whatsoever, with respect to the Products manufactured or furnished by it, or any undertakings, acts or omissions relating thereto. If Buyer believes a Product is defective and therefore covered by the RWB Warranty, the Buyer shall initiate an RMA as set forth in Section 8 of this Contract. If RWB determines that such Product is covered under the RWB Warranty, then RWB, at its option may, (i) repair the Product, (ii) replace the Product, or (iii) refund the Price of the Product.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, RWB SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO THE CONTRACT (WHETHER ARISING BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN): (I) ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE, ANY WASTED EXPENDITURE, OR ANY LOSS OR CORRUPTION OF DATA (REGARDLESS OF WHETHER ANY OF THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); OR (II) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING, EVEN IF ANY OF THE LIMITED REMEDIES OF THIS CONTRACT FAIL TO FULFILL THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL RWB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS, ANY ANCILLARY SERVICES PROVIDED BY RWB, OR THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO RWB WITH RESPECT TO THE PRICE PAID FOR SUCH PRODUCT OR PRODUCTS GIVING RISE TO RWB'S LIABILITY.

8. Return of Products for Credit Consideration. RWB is not required to accept any returns, but may accept returns from time to time in its sole discretion. All Products returned must have an authorized RMA (Returned Materials Authorization) number issued by RWB. Buyer shall apply for an RMA number by calling RWB at the following telephone numbers: (a) for Wiseco Branded Products, 800-321-1364 or 440-951-SAL-1003 Rev B 6600; (b) for JE Piston or SRP Branded Products, 714-898-9763 x4211; or (c) for Innovate Branded Products, 800-348-3037 or 714-372-5910. When applying for the RMA number, Buyer must provide the article/product serial number, date of original shipment and any other details requested by RWB. Products returned for the convenience of Buyer, or any reason beyond the control of RWB, will be subject to a minimum service charge of 20% of the invoiced Price for such Products. The Buyer shall prepay all transportation costs associated with a return. The return of any nonstandard items may be subject to higher restocking fees at RWB's sole discretion. Returns must be made within 30 days after the date of shipment. Should a claim be found to be a valid Warranty claim, Buyer shall receive pre-paid freight reimbursement from RWB's plant of origin to the original shipping destination. All items returned must be in new and unused condition and will be inspected prior to credit being issued. No obsolete or customized Products or parts may be returned. All items returned to RWB must be shipped freight prepaid, properly protected and intact to:

9. Confidentiality. All non-public, confidential or proprietary information of RWB, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, pricing, discounts or rebates, disclosed by RWB (or any of its subcontractors or suppliers) 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 this Contract is confidential, solely for the use of performing this Contract and may not be disclosed, used or copied unless authorized in advance by RWB in writing or unless expressly permitted in the Contract. Upon RWB's request, Buyer shall promptly return all documents and other materials received from RWB. RWB shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Neither Buyer itself shall, nor shall Buyer permit any party to, reverse engineer RWB's Products and or Product components.

CONTINUED >



TERMS & CONDITIONS - CONTINUED

10. Security Interest. As collateral security for the payment of the Price of the Products, Buyer hereby grants to RWB a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

11. Indemnity. BUYER SHALL INDEMNIFY AND DEFEND RWB AND ITS AFFILIATES AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF: (I) THE USE, OPERATION OR POSSESSION OF THE PRODUCTS BY BUYER, (II) THE ALTERATION OR MODIFICATION OF THE PRODUCTS OR THE USE OR COMBINATION OF THE PRODUCTS WITH OTHER PRODUCTS OR DEVICES BY BUYER, (III) A NEGLIGENT OR WILLFUL ACT OR OMISSION OF BUYER, (IV) THE BREACH BY BUYER OF THIS CONTRACT, OR (V) THE FAILURE OF BUYER TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION.

12. Governing Law; Venue. The Contract and all claims arising from the relationship between RWB and Buyer will be interpreted, governed and enforced by the laws of the State of Ohio, without regard to any conflict of laws principles and to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods. The parties agree that all litigation between RWB and Buyer which may arise out of or in connection with the Contract or any transaction between them shall be subject to the exclusive jurisdiction of the federal and state courts in the State of Ohio, and each hereby consents to the jurisdiction of such courts. Buyer agrees that any and all processes directed to it in any such litigation may be served upon it outside of the State of Ohio with the same force and effect as if such service had been made within the State of Ohio.

13. Assignment. The Contract shall be binding upon the respective permitted assignees, successors, executors, administrators and heirs of the parties.

14. No Waiver/Severability. Any waiver by either party of any breach of any provision of the Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under the Contract. If any part of the Contract is void, voidable, invalid, or unenforceable, for any reason, the other provisions in the Contract shall then be considered divisible as to such part, with the remainder of the Contract remaining as valid and binding as though such part were not included in the Contract.

15. Export. Buyer represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of Products, in whole or in part, outside of the territory agreed to by Buyer and RWB or, if none, the country to which RWB shipped the Products (the "Territory"), without RWB's prior written consent. Buyer agrees that Buyer will take all reasonable and adequate steps to prevent the export or sale of the Products outside of the Territory by others who purchase or lease from Buyer who might reasonably be expected to export or sell them outside the Territory. It shall be Buyer's responsibility to investigate and determine whether any sale or lease by Buyer would be in violation of this Section 15. In the event that Buyer is in violation of this Section 15, any and all warranties provided by RWB for the Products involved in such violation shall immediately become null and void and Buyer shall indemnify and hold RWB harmless from any liability arising out of such prohibited export or sale.

16. Intellectual Property. All intellectual property rights in, or relating to, the Products are owned by or licensed to RWB and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to Buyer. In the event of any third party demand, claim or action alleging that the proper use of the Products by Buyer in accordance with any instructions and directions issued with or in relation to such Products by RWB infringes any patent or other intellectual property right belonging to a third party, Buyer shall: (i) promptly notify RWB in writing of such claim; (ii) not make any admission in relation to or attempt to settle or compromise the claim; (iii) give RWB express authority to conduct all negotiations and litigation, and to settle all litigation, arising from such claim; and (iv) provide RWB with all available information, documents and assistance as RWB may reasonably require, including without limitation ceasing to use the Products if deemed reasonably necessary by RWB until the infringement claim is resolved. RWB may also, at any time, at its option: (i) procure for Buyer the right to continue to use the Products and/or Services in question, free of any liability for such infringement; or (ii) direct Buyer to cease use of and not market or sell such Products and/or Services and (a) modify the Products and/or Services in question so that they become non-infringing; (b) substitute the Products and/or Services in question with functionally equivalent non-infringing Products and/or Services; or (c) refund the price paid by Buyer for the infringing Products and/or Services. This section states the entire liability of RWB for any infringement of third party intellectual property rights. Buyer shall indemnify RWB from and against all losses, damages, costs, liabilities and expenses (including legal expenses) arising out of or in connection with any third party demand, claim or action alleging that any Product manufactured or Service provided by RWB in accordance with designs and/or specifications provided to RWB by Buyer infringes any patent or other intellectual property right belonging to a third party.

17. Force Majeure. RWB shall not be liable for damages under the Contract for a delay or failure in its performance under the Contract as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over RWB, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from RWB's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of Buyer or any causes beyond the reasonable control of RWB and/or of its suppliers. Upon the giving of prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under the Contract, the time of performance by RWB shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

18. Anti-Bribery Compliance. Buyer hereby certifies that Buyer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Contract to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Buyer understands that for purposes of this section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.