

## GENERAL TERMS AND CONDITIONS OF SALE FOR CONNECTED PRODUCTS

These General Terms and Conditions of Sale for Connected Products (these "Terms") are by and between Green Turtle Americas Ltd. with an address at 511 W. Freshwater Way, Milwaukee, WI 53204 ("Green Turtle") and the customer that purchases a Green Turtle Product ("Customer"). These Terms, together with the Order (as defined below), and any email, price quotation, order, acknowledgement, or other similar form issued by Green Turtle and referencing or relating to these Terms (together, this "Agreement"), are intended by the parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof.

### CUSTOMER UNDERSTANDS AND AGREES THAT BY ORDERING AND/OR USING THE CONNECTED PRODUCTS, IT AGREES TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

For good and valuable consideration, the parties agree as follows:

1. **Orders for Connected Products.** Green Turtle manufactures and sells, and Customer desires to purchase, certain products, which have the option to pair with an internet connected device ("Connected Products"). Customer agrees to purchase from Green Turtle the Connected Products set forth in the Connected Product Sale Agreement ("Order") pursuant to this Agreement. Each Order sets forth the applicable Connected Products, pricing, and other purchasing details. Orders become binding upon the parties and a part of this Agreement upon the signature of the authorized representatives of both parties. Orders may only be modified upon the signed written agreement of both parties.
2. **Software.**
  - a. **Software Ownership.** The software embedded in the Connected Products, if any ("Software"), is provided for Customer's use pursuant to Section 2.b. only and not otherwise transferred to Customer. Green Turtle and its licensors own all right, title and interest in and to, and retain ownership of, the Software.
  - b. **Software Use Rights.** Green Turtle grants to Customer a perpetual, terminable, non-assignable, non-exclusive right to use the Software solely for its intended operation with the Connected Products, in the United States. Any third-party Software embedded in the Connected Products may be subject to additional third-party terms and conditions.
  - c. **Restrictions.** Customer may not: (i) decompile, reverse engineer, disassemble, copy, adapt, translate, distribute or modify the Software, or attempt to derive or access the Software's source code; or (ii) resell, lease, sublicense or otherwise transfer or make the Software available to a third party.
  - d. **Updates.** Green Turtle may, but is not required to, provide updates or upgrades to the Software in its sole discretion. In the event Customer has an active Subscription Service Agreement in effect and maintains an internet connection, Green Turtle may automatically update or upgrade the Software in the Connected Products in its sole discretion. If either (a) Customer disconnects the Connected Products from the internet or (b) Customer's Subscription Service Agreement is terminated, Customer will not receive applicable updates or upgrades (if any) and therefore the Connected Products may not work properly.

3. **Documentation.** Customer may use the Green Turtle-published specifications for the Connected Products provided in writing by Green Turtle ("Documentation") and make only one copy for back-up purposes, for Customer's use of the Connected Products for its intended purposes as set forth in the Documentation.
4. **Subscription Services, Support and Data.** The Connected Products contain internet connected functionality, which, to the extent applicable, is governed by the Connected Products Subscription Order Form ("Subscription Service Agreement") executed by the parties. The Subscription Service Agreement sets forth the terms, conditions and pricing of such subscription services, the details regarding the data and analytics information collected by Green Turtle and its licensors from the Connected Products, and the ownership of such data and analytics information. The connected functionality of the Connected Products will only be enabled by Green Turtle to the extent that subscription services are purchased from Green Turtle. Green Turtle only provides support and maintenance for Connected Products if Customer purchases subscription services pursuant to a Subscription Service Agreement, and the details of such are set forth therein.
5. **Quotations.** Pricing for the Connected Products is set forth in the Order. Quotations are valid for thirty (30) days unless extended in writing by Green Turtle. Prices quoted will be firm for Orders accepted at the factory within thirty (30) days, where material is released and scheduled by Green Turtle for shipment within thirty (30) days after the date of order entry; otherwise, Green Turtle reserves the right to apply prices in effect at the time of shipment. Additional charges may be made to cover any extra, unforeseen or unusual cost elements, including without limitation, overtime work authorized by Customer, special packing, engineering, special certificates determined after quality review, or documentation. All Orders are subject to acceptance by Green Turtle and credit approval. Prices do not include sales, use, personal property, excise, VAT, GST, and all similar taxes. Total prices on invoices may differ slightly, as price records for electronic calculation may either be on a "list and discount" or on a net basis. All applicable taxes arising from the sale of the Connected Products are the responsibility of Customer, except for taxes relating to Green Turtle's income.
6. **Billing.** Terms are net, payable 30 days from date of invoice. All pricing is in U.S. currency. A 1-1/2% monthly (18% annual) service charge will be added to the outstanding balance of all past due invoices. Minimum invoice \$100.00. Green Turtle reserves the right to apply a minimum order charge in order to meet the \$100.00 minimum invoice requirement. All Orders are subject to credit approval by the Green Turtle Credit Department prior to the acceptance of an Order. Orders may be refused, delivery may be withheld, or shipment stopped in transit without any liability on Green Turtle's part at Green Turtle's sole discretion based upon Customer's credit worthiness as determined by Green Turtle.
7. **Shipping Terms.** All sales are F.O.B. Green Turtle's location. Routing of shipment shall be determined at the sole direction of Green Turtle. Shipping dates are estimates and time of delivery shall not be of the essence of this sale contract. Under no circumstances will Green Turtle have any responsibility on account of any delays in manufacture, transportation, or otherwise. Terms of Export Shipment on application. Green Turtle's standard terms apply, including freight prepaid by Customer. Please contact Green Turtle's customer service department for guidance on potential additional shipping charges.
8. **Cancellation.** Cancellation of any Connected Products will incur a \$100 minimum cancellation charge. Additional charges may apply (up to 100% of the value of the Order) based on the stage of order completion and when the cancellation or revision is requested. Additional charges may

include, but are not limited to, materials ordered, engineering, drawing, or manufacturing development time. Reschedules may not be made unless written notification is received and accepted at the manufacturing location more than 90 days prior to the latest acknowledged shipping date, and then only upon terms which will indemnify Green Turtle against loss. Customer delays may result in extra costs to Customer.

9. **Returns.** Standard cataloged material may be returned only with written permission of Green Turtle. Returned goods are subject to a 25% restocking charge of total saleable material returned, plus cost of reconditioning, if necessary, to make material sellable. Transportation charges are the responsibility of the Customer. Credit allowance will be in the form of merchandise credit only – not cash credit. The value of the return must total at least \$100.00 to qualify for credit allowance. No credit will be allowed for parts unless originally ordered and invoiced as parts. No credit will be allowed for discontinued or made-to order items. Items that have been specially made are not subject to return or cancellation except by special negotiation. Material must be returned within one year of invoice date for credit to be issued.
10. **Installation.** Customer is responsible for installation of the Connected Products.
11. **Acceptance.** All Connected Products are deemed accepted by Customer on the earlier of: (a) five (5) calendar days after receipt by Customer, or (b) Customer begins using the Connected Products.
12. **Pre-Shipment Cancellation.** Green Turtle may cancel any Order prior to shipment, without penalty, upon prior written notice to Customer.
13. **Termination For Breach.** A party may terminate this Agreement upon the other party's failure to cure a material breach of this Agreement if the breaching party fails to cure such material breach within thirty (30) days of the date that written notice of such material breach is sent by the non-breaching party. At termination, Customer shall immediately pay to Green Turtle all fees set forth in the Order and otherwise owed to Green Turtle under this Agreement.
14. **Termination for Bankruptcy.** Green Turtle may immediately terminate this Agreement upon written notice to Customer, if any of the following events occurs: (a) Customer commits any act of bankruptcy, (b) Customer becomes insolvent or makes a general assignment for the benefit of its creditors or an arrangement for its creditors, (c) Customer is unable to pay its debts as they become due or files a petition under any bankruptcy or insolvency act, (d) Customer has any such petition filed against it which is not dismissed within sixty (60) days, (e) a receiver or manager is appointed for the business of Customer; or (f) Customer takes the benefit of any law in force for the winding up or liquidation of its corporation or other entities.
15. **Representations.** Each party represents to the other that: (a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and authority to enter into and perform its obligations under this Agreement; (ii) the person executing and delivering this Agreement on behalf of such party is duly authorized to make such execution and delivery; (iii) this Agreement constitutes a valid obligation, binding upon and enforceable against each such party in accordance with its terms; and (iv) execution and delivery of this Agreement and the performance of each such party's obligations do not breach any contract between such party and any third party.
16. **Warranty.**

- a. **Connected Products Warranty.** For a period of one (1) year from the date of shipment, and provided all payments for the Connected Products have been made by Customer to Green Turtle, Green Turtle warrants to Customer that the Connected Products will be free from material defects in material or workmanship.
- b. **Remedies.** If Connected Products fail to conform to the warranty herein, Customer must notify Green Turtle in writing no later than five (5) days after the discovery thereof. To the extent Green Turtle determines that such Connected Products fail to conform to the warranty herein, Green Turtle will, at its discretion, and as Customer's sole and exclusive remedy: (i) repair the Connected Products; (ii) replace the Connected Products; or (iii) offer a full refund of that portion of the purchase price allocable to the non-conforming Connected Products. Warranty repair or replacement by Green Turtle will not extend or renew the applicable warranty period.

Customer will obtain Green Turtle's agreement on the specifications of any tests it plans to conduct to determine whether any Connected Products non-conformance exists. Customer will bear the costs of access for Green Turtle's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination and re-installation.

- c. **WARRANTY DISCLAIMER. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ARISING UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GREEN TURTLE DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE PROVIDED WILL BE UNINTERRUPTED OR ERROR OR BUG-FREE. GREEN TURTLE DOES NOT WARRANT THAT THE CONNECTED PRODUCTS WILL PREVENT SPILLS, OVERFLOWS, OR OTHER DAMAGE TO YOUR PROPERTY OR PREMISES.** This warranty allocates the risks of a Connected Product failure between Green Turtle and Customer. This allocation is recognized by both parties and is reflected in the price of the Connected Products.
- d. **What is Not Covered by Warranty.** No representative of Green Turtle has authority to waive, alter, vary or add to the scope of the warranty without prior written approval of an officer of Green Turtle. Green Turtle's warranty does not apply to: (i) improper or unauthorized repair, installation or maintenance of the Connected Products by a party other than Green Turtle; (ii) use for purposes or under conditions other than those for which designed, or other abuse, negligence, misuse, unauthorized access, or normal wear and tear; (iii) unauthorized attachments, modifications or disassembly; (iv) damage during shipping; or (v) Connected Products purchased from unauthorized distributors, resellers or internet sites. Customer's care in selection, adequate testing at the time of installation and proper installation, operation and maintenance of all Connected Products is required for adequate performance.
- e. **Other Disclaimers.** Connected Products designed and manufactured by Green Turtle are capable of being used in a safe manner, but Green Turtle does not warrant their safety. Connected Products are provided with only those safety devices identified herein (if any).

IT IS CUSTOMER'S RESPONSIBILITY TO FURNISH THE APPROPRIATE SAFEGUARDS AND TO INSTALL AND USE THE CONNECTED PRODUCTS IN A SAFE MANNER IN COMPLIANCE WITH APPLICABLE REGULATIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE. YOU MUST REPAIR AND MAINTAIN THE CONNECTED PRODUCTS IN ACCORDANCE WITH THE RELEVANT DOCUMENTATION. FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE CONNECTED PRODUCTS, PROPERTY DAMAGE, BODILY HARM, AND/OR SERIOUS INJURY OR DEATH. YOU ACCESS AND USE THE CONNECTED PRODUCTS AT YOUR OWN RISK AND SHOULD ONLY USE THE CONNECTED PRODUCTS WHEN YOU CAN SAFELY OPERATE THE CONNECTED PRODUCTS. IF CUSTOMER FAILS TO DO SO, CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD GREEN TURTLE HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, ACTION OR CAUSE OF ACTION RESULTING FROM CUSTOMER'S FAILURE.

FURTHERMORE, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR INJURY (INCLUDING DEATH) TO PERSONS THAT OCCUR ON YOUR PREMISES OR RELATING TO YOUR USE OF THE CONNECTED PRODUCTS, INCLUDING WITHOUT LIMITATION SPILLS OR OVERFLOWS. THE CONNECTED PRODUCTS SHOULD BE VIEWED AS ONE OF MANY TOOLS YOU USE AND SHOULD NOT BE RELIED ON SOLELY AS THE ONLY MEANS YOU USE TO PROTECT YOUR PROPERTY FROM DAMAGE, SPILLS OR OVERFLOWS. FURTHER, MANY FEATURES OF THE CONNECTED PRODUCTS ARE NOT AVAILABLE TO YOU IF YOU DO NOT PURCHASE THE SUBSCRIPTION SERVICES OR KEEP THE CONNECTED PRODUCTS UP-TO-DATE OR IN GOOD WORKING ORDER.

17. **Prohibited Uses.** Customer shall not connect the Connected Products to any sensors or products other than those provided by Green Turtle. Customer shall not use the Connected Products with any systems, equipment or software of a competitor of Green Turtle or its affiliates. A competitor of Green Turtle or its affiliates is a person or party that provides the same or similar products or services as Green Turtle or its affiliates.
18. **Intellectual Property Rights.** All manufacturing devices, design data and other technical information relating to an Order will remain Green Turtle's property. All new intellectual property conceived or created by Green Turtle in the performance of this Agreement, whether alone or with any contribution from Customer, is owned exclusively by Green Turtle. Customer shall execute any documentation reasonably requested by Green Turtle to evidence Green Turtle's exclusive ownership of any such new intellectual property. Customer's patterns/tooling in Green Turtle's possession are held at Customer's risk and not covered by Green Turtle's insurance.
19. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IT IS EXPRESSLY AGREED THAT GREEN TURTLE'S TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONNECTED PRODUCTS, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE IS LIMITED TO \$100. UNDER NO CIRCUMSTANCES WILL GREEN TURTLE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER REMEDY, LOSS, COST, DAMAGE OR EXPENSE WHETHER DIRECT OR INDIRECT.**

**IN NO EVENT WHATSOEVER WILL GREEN TURTLE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS OR ASSIGNS (TOGETHER, "GREEN TURTLE PARTY(IES)") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, OR PRODUCTION; INCREASED COST OF OPERATION; SPOILAGE OR DAMAGE TO MATERIAL OR DATA; OR CHANGE OUT COSTS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF GREEN TURTLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**20. Confidentiality.**

- a. **Defined.** "Confidential Information" means any information disclosed by or on behalf of Green Turtle to Customer or its affiliates or agents, relating to the subject matter of this Agreement or to Green Turtle or its affiliates, that is confidential or proprietary, regardless of the format or medium and irrespective of such information being explicitly marked as "confidential" or "proprietary". Green Turtle's Confidential Information includes, without limitation Green Turtle's and its affiliates business, operational, financial, technical, product and proprietary information, Green Turtle's and its affiliates intellectual property rights, the Documentation, the Software and all source code underlying the Software, this Agreement and any information Customer should reasonably know to be confidential by the nature of the information or the nature or context of the disclosure.
- b. **Non-Disclosure.** Customer shall hold Green Turtle's Confidential Information in strict confidence, and agrees that it will not disclose the Confidential Information to third parties or use the Confidential Information other than for the limited purpose of performing its obligations or exercising its rights under this Agreement. Customer agrees to use its best efforts to protect the Confidential Information from disclosure, with at least as stringent of protections used by Customer to protect its own confidential information, but in no event less than commercially reasonable protections. Customer agrees that it will only disclose the Confidential Information to its employees that have a need to know to perform its obligations under this Agreement, and in such case, advise such employees that the Confidential Information is subject to these confidentiality obligations and will require those employees who obtain Confidential Information to comply with these obligations.

Customer shall not disclose or allow access to Confidential Information to any third party except: (i) if approved in writing by Green Turtle in advance; (ii) to those third parties with a specific need to know that Confidential Information to perform Customer's obligations under this Agreement; and (iii) the third parties with access to the Confidential Information must have executed confidentiality agreements with Customer with terms no less restrictive and protective than those in this Agreement. Customer accepts full liability for any breach by parties to whom Customer discloses or allows access to any such Confidential Information.

Customer shall provide prompt written notice to Green Turtle of any suspected or known breach of this Section by Customer or its agents.

- c. **Return or Destruction.** Upon termination of this Agreement and/or at Green Turtle's request, Customer will destroy or return to Green Turtle (whichever Green Turtle requests) all of Green Turtle's Confidential Information (in any form or medium), including all copies,

and certify to Green Turtle in writing that Customer has complied with the requirements of this provision within thirty (30) days of such termination, expiration, or request.

- d. **Equitable Relief.** Breach of this Section may result in irreparable harm for which money damages may be inadequate. Accordingly, Green Turtle is entitled to seek immediate, equitable or injunctive relief without the need to post bond or other security, or the need to prove actual damages or the inadequacy of other available remedies.

## 21. Indemnification.

- a. **Customer's Duty to Indemnify.** You agree to defend, indemnify and hold harmless the Green Turtle Parties from and against any claims, actions, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees (including reasonable attorneys' fees and court costs) arising from (a) your violation of this Agreement, (b) your use of the Connected Products, Software or Documentation, (c) claims that arise from a data privacy or security breach or incident, (d) third party claims for injury or death to a person, or property damage, including without limitation spills or overflows; (e) your violation of applicable laws; and (f) your violation of Green Turtle's or its licensor's intellectual property rights.
- b. **Notice of Claim.** Green Turtle will notify Customer within a reasonable time after Green Turtle first receives written notice of such third-party claim; however, delay in notice shall not relieve Customer of its duties to indemnify Green Turtle. Notwithstanding the foregoing, Green Turtle may elect, at its option and in its sole discretion, to control the defense of any such third-party claim. In the event Green Turtle permits Customer to control the defense of any third-party claim, Customer shall not agree to any settlement which (i) finds fault or liability or requires any obligations of any Green Turtle Parties without Green Turtle's advance written approval; and (ii) resolves the third-party claim in a manner that involves injunctive or other equitable relief.

## 22. General Terms.

- a. **Designs, Dimensions and Weights.** Due to normal Connected Products changes, the designs, dimensions, materials, components and weights shown in printed and electronic catalogs are subject to variation. If complete accuracy is required for an application, Customer must request additional information or certification from Green Turtle in advance of purchase.
- b. **Force Majeure.** Green Turtle will not be liable for delays in delivery due to circumstances beyond its reasonable control, including, but not limited to, acts of Customer, government, nature, or the public enemy, civil or labor unrest, fires, floods, explosions, epidemics, pandemics or outbreak of communicable disease, quarantines, internet, energy shortages, delay in obtaining licenses, or unavailability or reduced availability of supply at its usual source.
- c. **Relationship.** No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement. Customer does not have any authority of any kind to bind Green Turtle in any respect whatsoever. Green Turtle is selling to Customer on a non-exclusive basis.

- d. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Green Turtle's prior written consent. Green Turtle may transfer and assign any of its rights and obligations under this Agreement without consent.
- e. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- f. **Compliance with Laws.** Customer will comply with all laws applicable to its performance under this Agreement and its use of the Connected Products.
- g. **Export Laws.** Green Turtle's obligations under this Agreement are conditioned upon Customer's compliance with all export laws of the United States and other applicable trade control laws and regulations with regard to the exportation of the Connected Products and any technical data associated therewith. Customer will not re-export, divert or direct Connected Products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Green Turtle's invoice.
- h. **Governing Law.** The laws of the State of Wisconsin will apply to this Agreement, without reference to its conflict of laws provisions. The failure of Green Turtle to insist upon strict performance of any of the terms and conditions stated herein will not be considered a continuing waiver of any term or condition or of any of Green Turtle's rights. The headings in this Agreement are informational and do not modify the agreement. The parties specifically exclude the application of the U.N. Convention on the International Sale of Goods.
- i. **Venue.** Any action by Customer for breach of any of the terms of this Agreement by Green Turtle must be commenced within six (6) months of the alleged breach. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee, Wisconsin in any action arising out or relating to this Agreement or the Connected Products and both parties waive any objection they might have to jurisdiction or venue of such forum.
- j. **Severability.** Any provisions of this Agreement held invalid shall be severed and the remaining provisions shall continue in full force and effect.
- k. **Survival.** In the event of the termination of this Agreement, the provisions which by their nature are intended to survive expiration or termination shall survive, including without limitation Section 6 (Billing), Section 9 (Returns), Section 16 (Warranty), Section 18 (Intellectual Property Rights), Section 19 (Limitation of Liability), Section 20 (Confidentiality), and Section 21 (Indemnification).
- l. **No Presumption.** This Agreement shall not be construed against either party on the grounds that all or any section of the Agreement was drafted by any particular party.
- m. **Entire Agreement.** This Agreement and any executed Order(s) constitute the entire agreement between the parties with regard to the subject matter herein and supersede all



prior or contemporaneous negotiations, discussions, understandings or agreements between the parties. Neither party has relied upon any such prior or contemporaneous communications. For the sake of clarity, the Subscription Services Agreement, Green Turtle Connected Products Terms of Use and the Green Turtle Connected Products Privacy Policy shall apply to your purchase of subscription services for the Connected Products. The parties agree that any amendment to this Agreement must be in writing and signed by the authorized representatives of both parties. The provisions of any purchase order or other writing inconsistent with this Agreement will not constitute a part of the contract of purchase and sale, and Green Turtle's failure to object to provisions contained in any purchase order or communication from Customer shall not be construed as an acceptance of any such provision or as a waiver of any term of this Agreement, even though there may have been acknowledgment of the purchase order, work has commenced or the order has shipped. WITHOUT LIMITING THE FOREGOING, GREEN TURTLE HEREBY EXPRESSLY OBJECTS TO ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT OR CONTRADICTORY TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN ANY OTHER EMAIL, ACKNOWLEDGEMENT, PURCHASE ORDER, CONFIRMATION, OR OTHER DOCUMENT SUPPLIED BY CUSTOMER, INCLUDING WITHOUT LIMITATION THOSE TERMS AND CONDITIONS REGARDING WARRANTY, LIABILITY AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by Green Turtle.