

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1: General Provisions

1.1 Nooyen Manufacturing, Inc. (hereinafter referred to as “Nooyen”) is a Kentucky corporation operating under the laws of the Commonwealth of Kentucky.

1.2 All references to Nooyen below are references to Nooyen in the capacity of offerer, manufacturer, provider, contractor or subcontractor, or any other capacity. All references to the Buyer below are also to be considered references to the prospective buyer, prospective client and, in general, the other party to the agreement with Nooyen.

1.3 In consideration of Nooyen and/or any of its affiliated or related entities agreeing to provide goods or services to the Buyer, the Buyer agrees to all the terms contained in this “General Terms and Conditions of Sale and Delivery” and shall apply to all agreements between Nooyen and the Buyer. Buyer agrees to and accepts each and every term contained herein as a precondition to Nooyen’s performance. Once these general terms and conditions apply, they will also apply to subsequent transactions in full without any further declaration of applicability. Any term or condition in any purchase order or other form or document issued by Buyer, regardless of the materiality of the term or condition, that differs from or is contrary to the terms and conditions contained herein are expressly objected to by Nooyen and excluded, unless Nooyen expressly agrees to Buyer’s terms in a written acknowledgment signed by Nooyen’s officer or general manager. No other terms or conditions not set forth herein shall apply unless expressly agreed to in a written acknowledgment signed by Nooyen’s officer or general manager.

Article 2: Quotes and Order Confirmation

2.1 All offers will remain valid for the term specified by Nooyen. If Nooyen has not specified a term, offers issued by Nooyen will be valid for 30 days.

2.2 Verbal commitments from and agreements with Nooyen employees are only binding upon Nooyen after and to the extent that they have been confirmed by Nooyen in writing by an appropriately authorized person.

2.3 Any samples or models shown or provided are approximations and the deliverables are not required to be identical to them. The Buyer accepts that there may be deviations and differences in terms of quality, color, size or finish, as is usual in the industry or unavoidable for technical reasons.

Article 3: The Agreement

3.1 The information contained in the offer as definitively accepted by the Buyer and confirmed by Nooyen, is binding upon the parties and constitutes the agreement. The agreement is formed when the Buyer accepts the offer issued by Nooyen and will become binding on both parties either when

Nooyen confirms acceptance within a reasonable term, or when Nooyen commences performance of the agreement, or when Nooyen proceeds to (actual) delivery.

3.2 Nooyen can never be required to commence performance of the contract or deliver goods before Nooyen has received all the details needed for that and before Nooyen has received any prepayments or installments that the parties have agreed upon.

3.3 All additions, changes, and further agreements with respect to the agreement will only be valid if mutually agreed upon in writing and/or confirmed in writing by an appropriately authorized person at Nooyen. An email confirmation is specifically considered to be a written document.

3.4 If Nooyen believes that the Buyer's financial situation offers insufficient guarantees of payment, Nooyen will be authorized to require prepayment or security, pending which Nooyen may suspend performance of the agreement in full or partially in its sole discretion. If such prepayment is not forthcoming or if other security or adequate assurance of future performance is not provided, then Nooyen will be authorized to terminate the agreement by written notice, without prejudice to Nooyen's right to compensation if there are grounds to claim compensation. Buyer shall not have any claim, and same is specifically released, against Nooyen for any compensation, damages or other costs arising from such delay in performance or Nooyen's termination of the agreement. Notwithstanding anything to the contrary herein, Nooyen may require prepayment of all amounts due from the Buyer prior to delivery of goods.

3.5 The goods are sold and delivered under observance of the usual tolerances with respect to dimensions, quantities, and weight, unless specifically agreed otherwise. Minor deviations from the images, sizes, weight, qualities, colors, and other details provided shall not be deemed to be a breach of Nooyen's performance. Buyer shall accept such goods with such minor deviations and Nooyen shall not be held required to accept any returned goods.

Article 4: Information provided by Buyer

4.1 If the Buyer provides information, drawings, documents, etc. to Nooyen, Nooyen may, in the performance of the agreement, assume that the information received is accurate and complete. If this information turns out not to be accurate and/or complete, the consequences thereof will be entirely at the Buyer's risk and expense. Information, drawings, documents, etc. provided will remain the exclusive property of the Buyer.

4.2 The Buyer agrees to indemnify and hold Nooyen harmless of and from any third-party claims relating to Nooyen's use of advice, drawings, documents, samples, models or other information provided by the Buyer.

Article 5: Delivery

5.1 Delivery periods communicated by Nooyen to the Buyer are for information purposes only and are always approximate delivery dates, same being subject to unforeseen circumstances. Nooyen will endeavour to deliver according to its best estimate of the probable delivery period, but such estimate shall not be a deadline for Nooyen's performance.

5.2 If delivery/performance cannot take place within the probable delivery period, Nooyen will be authorized to switch to part deliveries. Further, Nooyen shall be entitled to a reasonable extension of the delivery period of at least three months.

5.3 Any overrun of the probable delivery period with a valid reason shall not authorize the Buyer to terminate the agreement and same shall not be grounds for anticipatory breach of the agreement. Buyer shall not suspend or fail to comply with one or multiple obligations under the agreement, unless the delay in delivery is (a) in excess of 90 days from the probable delivery period, and (b) unreasonably long for delivery to materialize based upon the facts and circumstances in existence at the time of Nooyen's performance. Nooyen shall not be obligated to pay compensation or damages to Buyer when a delivery period indicated for information purposes is exceeded.

5.4 If the delivery period is exceeded due to reasons that lie within the Buyer's area of responsibility, the Buyer shall pay all costs incurred by Nooyen as a result of the ensuing delay in delivery and/or implementation.

Article 6: Purchase obligation, risk transfer, and transport

6.1 Buyer shall be obligated to purchase the goods from Nooyen that are the subject of the agreement at the agreed location in Section 6.2 below. Buyer's failure to complete the purchase of the goods or accept delivery of such goods shall, from that moment forward, deemed to be in storage at the Buyer's risk of loss and expense.

6.2 Nooyen shall deliver the goods "free on board" ("FOB") from Nooyen's place of business, whereby the risk of loss for the goods shall pass to the Buyer at the moment when the goods are made available to the Buyer. Buyer assumes responsibility for all costs of transportation. If Nooyen assists Buyer in this regard, it is agreed that Nooyen's assistance is gratuitous. Nooyen shall have no obligation or liability arising out of such assistance.

6.3 Nooyen's goods are generally shipped by truck freight (common carriers) directly to Buyer's project site. The Buyer hereby approves of a third-party shipper at the discretion of Nooyen. Buyer hereby consents to Nooyen signing the bill of lading on the Buyer's behalf when the common carrier collects the goods from Nooyen. Buyer understands that all common carriers used by Nooyen are independent third-party shippers and are not under the control of Nooyen. Nooyen shall not be liable for any shipping delay that occurs for any reason. It is expressly agreed by Buyer that any cost it incurs related to return visits by installation contractors, loss of income or any losses incurred for any other reason shall be the sole responsibility of Buyer.

6.4 The risk of loss and costs of storage, loading, transport, and unloading will in that case be borne by the Buyer. Buyer shall be responsible for any insurance it deems necessary to protect against loss or damage of the goods during shipment. Nooyen shall have no obligation to obtain such insurance on behalf of Buyer.

6.5 Buyer shall report to Nooyen any shipping errors or material shortages within 24 hours of delivery. If the error is the fault of Nooyen, Buyer will not be charged additional delivery fees. If the error is the Buyer's fault, Buyer shall be responsible for cost of any additional products and

appropriate delivery charges. All additional charges that are applicable will be quoted to the Buyer prior to shipment and shall be processed as a new order. In the event of a shipping error, Nooyen will ship replacement orders in the most economical way possible. On occasion, this may mean that material will be shipped unassembled and will require some assembly by Buyer. Nooyen will not “overnight” or expedite any shipment regardless of whose fault the error was. Due to weight of material, time it takes to manufacture and other factors, there are no exceptions. If Buyer requires such expedited services and if these services are possible (at the sole discretion of Nooyen), Buyer shall be required to pay for the cost of these services.

6.6 Buyer’s signature on a “shipping manifest” or similar document will be evidence of receipt of the goods identified in such shipping manifest and related documents in apparent good order and condition.

Article 7: Additional work and/or changes to the work

7.1 Any changes to the work by Buyer will be deemed to result in additional work if the design or specifications are changed, if the information provided by the client does not match reality, and/or if the estimated quantities are more than 5% off.

7.2 Additional work will be charged based on the pricing factors as they are at the time when the additional work is performed.

Article 8: The buyer’s obligations

8.1 Products ordered from Nooyen are not guaranteed to be code-compliant for any particular use, intended or unintended, so it is important to be aware of local building codes. The Buyer shall be solely responsible that all permits, exemptions, etc., required for the installation of Nooyen’s goods.

8.2 Buyer shall be liable for its non-compliance with Article 8.1 above and shall hold harmless and indemnify Nooyen of and from any lawsuits, fines or other costs, including attorneys’ fees arising from Buyer’s non-compliance.

Article 9: Completion and acceptance of the goods

9.1 Nooyen’s goods will be deemed to have been completed:

- a. if the Buyer has approved the goods. The goods will be deemed to have been approved if Buyer has not rejected the work within three (3) days after delivery of the goods this written notification; or
- b. the Buyer has started using the goods, or a part thereof; or
- c. if the Buyer denies approval for the goods on the grounds of minor defects or missing parts that can be repaired or delivered in the short term and that do not stand in the way of the Buyer putting the goods into use.

9.2 Rejection of the goods must be done in writing, specifically stating the reasons for rejection. After rejection of the goods, the Buyer and Nooyen will communicate in good faith, whereby the Buyer will give Nooyen the opportunity to complete the goods.

Article 10: Force majeure

10.1 Nooyen shall not be liable for any delay or impairment of performance resulting in whole or in part from any cause beyond Nooyen's control including, without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor or materials, inability to procure the goods or raw materials, severe weather conditions, changes of law or regulation, pandemics, or any other circumstance or cause beyond Nooyen's control.

10.2 If a situation of force majeure occurs, Nooyen shall be entitled to suspend its obligations for as long as the event of force majeure continues, or at its sole options, shall be entitled to dissolve the agreement. If the event of force majeure continues for over six months, the Buyer will be authorized to terminate the agreement to the extent that it has not yet been fulfilled. In case of force majeure, Nooyen shall not be required to pay compensation or damages of any kind to Buyer.

Article 11: Price and payment

11.1 All prices quoted by Nooyen are based on the details provided in the request for a quote. Prices quoted by Nooyen do not include taxes, charges, import duties, and other levies imposed by the government on the sale and delivery.

11.2 Prices quoted by Nooyen are calculated based on the prices charged by its suppliers and other (pricing) circumstances as they were at the time when the offer was issued or the order or contract was accepted. If, after the date of the offer or acceptance of the order or contract, one or several of Nooyen's suppliers raises its prices, even if this happens due to circumstances that could have been foreseen, as well as in case of an increase in other cost factors, Nooyen will be entitled to revise the price agreed when the contract or order was accepted. In these cases, the Buyer will not be entitled to invoke or claim termination of the agreement.

11.3 Notwithstanding an agreement to the contrary, Nooyen's invoices must be paid within 30 days after delivery, without the Buyer being entitled to any discount or netting, unless this has specifically been agreed on between Nooyen and the Buyer.

11.4 The 30-day payment term is a strict deadline. This means that if payment is not made within the payment term, the Buyer will immediately be held in default, without any warning or notice of default being required. Aside from that, the Buyer will immediately be held in default if the Buyer has applied for a debt moratorium or bankruptcy or the Buyer has been granted a debt moratorium or been declared bankrupt. Nooyen's receivables from the Buyer will then become due on demand.

11.5 If an invoice has remained unpaid in part or in full after the payment term specified above, the Buyer will be in default and liable to pay Nooyen interest on the amount due from that moment

onwards. This interest is payable at an annual rate of 8%, unless the statutory commercial interest rate is higher. In that case, the Buyer will be liable to pay Nooyen interest at the statutory commercial interest rate.

11.6 If payment is not received by Nooyen within the 30-day term specified above, the Buyer will pay interest of 1.5% per month on all unpaid invoices, compounded daily.

11.7 In the event Buyer shall default in any way on Buyer's obligations under this or any other agreement, including without limitation the failure to make a timely payment, Buyer shall be liable to Nooyen for all of Nooyen's costs of collection including, but not limited to, attorney's fees and expenses.

11.8 In case of late and/or incomplete payment, Nooyen will have the right to suspend performance of the agreement. Further, Nooyen shall have the right to demand prepayment for any subsequent deliveries after a late and/or incomplete payment.

Article 12: Retention of title

12.1 Nooyen retains exclusive title to all goods it delivers until the Buyer has fulfilled all obligations ensuing from or relating to the agreement between Nooyen and the Buyer. The obligations relate not solely to payment of the price but also to payables with respect to penalties, interest, and costs, including costs on account of loss in value and/or repossession of goods delivered.

12.2 Until the moment of full compliance with the agreement by the Buyer, the Buyer must keep the goods delivered by Nooyen strictly separate from all other goods. The Buyer agrees to clearly designate goods provided by Nooyen as Nooyen's property in storage and to take out and maintain adequate insurance on the goods.

12.3 The Buyer is not allowed to proceed to the working or processing of goods provided by Nooyen before the Buyer has met all obligations from the agreement entered into with Nooyen.

12.4 The Buyer is not allowed to sell or establish a (non-possessory) pledge on goods provided by Nooyen before the Buyer has met all obligations from the agreement entered into with Nooyen.

12.5 If the Buyer fails to comply with obligations towards Nooyen from these General Terms and Conditions or the agreement, or if Nooyen has well-founded reason to fear that the Buyer will not comply with these obligations, it will be within Nooyen's right to immediately repossess the goods delivered, regardless of where these goods are kept. The costs incurred by Nooyen in repossessing the goods and keeping the goods in its possession will fall to the Buyer. Repossession as specified in this article does not affect Nooyen's right to compensation under the rules applicable to attributable failure in the compliance with commitments.

12.6 If the Buyer has complied with all its obligations towards Nooyen under the agreement, Nooyen will transfer title to the goods delivered to the Buyer, subject to a right of pledge for Nooyen to cover other receivables that Nooyen may have from the Buyer. The Buyer agrees to

give its full cooperation to any actions that may be required in this context and do so immediately on Nooyen's request.

Article 13: Inspection and complaints

13.1 The Buyer is under an obligation to inspect the goods delivered by Nooyen immediately upon delivery to check that they comply with the agreement. If this is found not to be the case, the Buyer will only be able to lodge a complaint if it does so as soon as possible and at least within 14 working days after the delivery date, in writing and adequately substantiated. After expiration of the 14-day term, the goods delivered will be considered to have been accepted irrevocably and unconditionally by the Buyer as far as visible defects are concerned. If the Buyer discovers any non-visible defects, the Buyer must report this to Nooyen in writing within 14 days after discovering the defect, but in no event longer than one year after the delivery date.

13.2 Any legal action on account of goods not complying with the agreement must be brought no later than one year after the timely complaint notice by the Buyer to Nooyen, failing which any such claims will lapse.

13.3 The Buyer agrees to keep the goods to which the complaint relates available to Nooyen, and to allow Nooyen to inspect these goods. Any working or processing of the goods by the Buyer will not be permitted during this period. If the Buyer has worked or processed the goods anyway, the Buyer can no longer lodge a complaint with respect to the defect, and Nooyen will cease to be held to repair the defect or compensate the losses. The Buyer's payment obligation can be suspended only for the part of the agreement to which the complaint relates.

13.4 Quality requirements and standards for Nooyen deliverables must be agreed on specifically in writing.

13.5 Returns are accepted only if Nooyen has given prior permission. The costs involved in returning goods will be borne by the Buyer, unless a different cost-sharing arrangement has been agreed on.

13.6 If the complaint relates to the amount due on the invoice, the complaint must be lodged with Nooyen within the payment term, and at least within 30 days after receiving the invoice.

Article 14: Warranty and liability

14.1 NOOYEN DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE GOODS AND/OR SERVICES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON NOOYEN'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS AND/OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE. NO PERSON, INCLUDING BUYER, IS AUTHORIZED BY NOOYEN TO MAKE WARRANTIES OR ASSUME ANY LIABILITY FOR NOOYEN WITH RESPECT

TO THE GOODS AND/OR SERVICES. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED ON BY BUYER AND ARE NOT PART OF THE AGREEMENT. NOOYEN'S WARRANTY OBLIGATIONS, AND BUYER'S REMEDY, ARE SOLELY AS STATED IN THIS ARTICLE 14 BELOW.

14.2 For a period of one (1) year after the date of delivery FOB Nooyen's place of business, Nooyen guarantees adequate performance of the goods, unless a different warranty period has been agreed in writing. For the first 12 months, the warranty shall be non-pro-rated and Nooyen will repair or replace the goods at its sole discretion. Nooyen guarantees the adequate performance of its "plastic coated floors" for a period of five (5) years after the date of delivery FOB Nooyen's place of business; for years two (2) through five (5), the warranty for said plastic coated floors shall be pro-rated with a straight-line depreciation and the cost of repair or replacement shared by Nooyen and the Buyer.

14.3 If the goods have not been manufactured adequately by Nooyen during the first 12 months, Nooyen will, in consultation with the Buyer, either repair the goods so that it performs adequately or give a discount on the invoice. If Nooyen opts to repair the goods to perform adequately, how and when this is done will be at Nooyen's discretion. If the goods included material supplied by the Buyer, the Buyer will have to supply new material.

14.4 Any parts or materials to be repaired or replaced by Nooyen must be sent to Nooyen by the Buyer. The following costs will be borne by the Buyer:

- a. all transport costs or postage;
- b. dismantling and assembly costs;
- c. travel and accommodation expenses.

14.5 The Buyer must in all cases give Nooyen a reasonable term to repair a possible defect or to repair or replace the goods.

14.6 The Buyer can only claim on the warranty after the Buyer has fulfilled all its obligations towards Nooyen. If the Buyer failed to pay for the goods in full to Nooyen, then Nooyen said warranty shall be void.

14.7 The warranty does not cover defects that are the result of:

- normal wear and tear;
- improper use;
- lack of or inadequately performed maintenance;
- installation/assembly changes or repairs by the Buyer or third parties;
- defects in or unsuitability of items supplied or specified by the Buyer;
- defects in or unsuitability of materials or tools used by the Buyer.

14.8 The warranty does not extend to:

- goods that were not new when they were delivered;
- inspection and repairs of the Buyer's property.

14.9 The Buyer cannot assign or transfer the rights under this article. Nooyen's warranty is non-transferrable.

14.10 However, Nooyen does not guarantee and will never be deemed to have guaranteed or warrant that the goods delivered are suited for the purpose for which the Buyer wants to work, process, use, or have others use the goods.

14.11 Unless stipulated otherwise and with the exception of intent or gross negligence, the provisions set out below, Nooyen, its employees, and/or third parties engaged by Nooyen will never, not on any grounds, be liable for any loss or damage to the Buyer or any third party in relation to any obligation to deliver, the delivery of goods, the goods delivered or the use thereof, or any work or advice.

14.12 Unless stipulated otherwise and with the exception of intent or gross negligence, Nooyen, its employees and/or third parties engaged by it are never, on whatever grounds, liable for any trading losses or consequential losses, in any way related to the implementation of the agreement with the Buyer.

14.13 The Buyer indemnifies Nooyen against claims from third parties for damage that does not arise directly or indirectly from Nooyen's obligations, nor caused by its actions, including the use or processing of the delivered goods as well as any extra-contractual damage.

14.14 Any legal actions brought by the Buyer against Nooyen on account of an (attributable or non-attributable) shortcoming or unlawful act of Nooyen towards the Buyer or ensuing from any other legal basis will expire twelve months after the Buyer first lodged a complaint with Nooyen regarding this shortcoming, unlawful act, or other legal basis.

Article 15: Suspension and termination of the agreement

15.1 If the Buyer fails to fulfil one or several of its (part) obligations, or fails to do so in full or on time, the Buyer will first be held in default in the fulfilment of its obligations before Nooyen will proceed to suspend all or some of its obligations towards the Buyer in any name and on any ground, until the Buyer has fulfilled its (part) obligations in full and adequately after all.

15.2 Nooyen reserves the right to terminate the agreement with immediate effect without court action and shall not pay any kind of compensation, damages, special, consequential or otherwise, in the following cases:

1. If the Buyer refuses to, at Nooyen's first request, make a prepayment or provide security in the circumstances specified in Article 3.4;
2. If the Buyer fails to comply, fails to comply in full, fails to comply adequately, or fails to comply in time with any obligation towards Nooyen under this agreement and, despite a request to that effect, has failed to restore compliance within 7 days after such a request;

3. If the Buyer applies for a debt moratorium, an assignment for benefit of creditors or files for bankruptcy, or a third party applies for the Buyer to be declared bankrupt (an involuntary bankruptcy), or the Buyer is dissolved;
4. If the Buyer acknowledges in writing that it is no longer able to pay its debts (in full or on time);
5. If an execution, levy or attachment has been placed on one of the Buyer's tangible assets.

Article 16: Concluding provisions

16.1 This agreement between Nooyen and Buyer shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of law doctrine. **BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY AGAINST NOOYEN IN RESPECT OF ANY LITIGATION, INCLUDING ANY COUNTERCLAIMS ASSERTED THEREIN, WHETHER BASED UPON CONTRACT OR TORT BASED HEREON OR ARISING OUT OF OR UNDER OR IN CONNECTION WITH ANY TRANSACTION WITH NOOYEN, INCLUDING ANY DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF NOOYEN. BY ENTERING INTO AN AGREEMENT BUYER AGREES TO SUBMIT ITSELF TO THE JURISDICTION OF THE COURTS IN KENTUCKY AND TO VENUE IN ANY STATE OR FEDERAL COURT LOCATED IN MONTGOMERY COUNTY, KENTUCKY. BUYER HEREBY IRREVOCABLY APPOINTS THE KENTUCKY SECRETARY OF STATE'S OFFICE AS ITS REGISTERED AGENT FOR SERVICE OF PROCESS. BUYER WAIVES ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY IF NOT BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST ACCRUED TO BUYER.**

16.2 If and to the extent that any provision in these General Terms and Conditions of Sale and Delivery are not enforceable by the courts for any reason, the content and object of the provision in question shall be altered to the minimum extent that the provision can be relied upon. All other terms and conditions contained herein shall remain in full force and effect.

16.3 The exclusive remedy for the Buyer for any damages incurred as a result of the agreement is limited to the return of the price paid for such goods and/or services. In no event shall Nooyen be liable to Buyer or any other person or entity, directly or indirectly, for damages of any kind, including, without limitation, indirect, special, incidental, consequential or punitive damages, arising from the goods or services or in connection with the use or inability to use the goods or services for any purpose whatsoever, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise. In no event shall Nooyen incur any liability whatsoever for damages of any kind arising out of or relating to delay in delivery.

16.4 Buyer shall indemnify, defend and save Nooyen harmless of and from any liability, loss, cost, penalty, damage or expense, including attorneys' fees, which Nooyen may incur as a result of any claim, damage, injury, cause of action, proceeding, citation, or work stoppage arising out of or in any way connected with Buyer's installation, modification, or use of any goods or services provided by Nooyen. This indemnity includes all costs and attorneys' fees, regardless of whether litigation is filed or arbitration demanded. This indemnity survives the termination or completion of the sales transaction at issue. This indemnity expressly includes all claims for patent infringement or any intellectual property claims.