

STANDARD TERMS AND CONDITIONS  
(Rev 07-2023)

1. **CONTRACT AND ACCEPTANCE:** Contract constitutes the sole and exclusive terms on which Company agrees to be bound.

2. **DEFINITIONS:** The term “Contract” means these Standard Terms and Conditions together with all documents specifically referenced herein and any written purchase order (“Purchase Order”), contract or agreement which attaches, incorporates or otherwise references these T&Cs. The term “Company” means J&L Dimensional Services, Inc. or any of its affiliates or subsidiaries which issue a Purchase Order in connection with this Contract. The term “Supplier” means any individual, contractor, corporation or other legal entity that provides Goods (as defined herein) or performs work or Services (as defined herein) for the benefit of Company as specified in the Contract. “Goods” means the goods or materials supplied by Supplier and purchased by Company as specified in the Contract. “Services” means the services rendered by Supplier and purchased by Company as specified in the Contract.

3. **PERFORMANCE:** In exchange for the Supplier’s compensation set forth in this Contract, Supplier agrees to perform the Services and to supply the Goods set forth herein. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery of all or any portion of the Services covered under this Contract by Supplier. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein.

4. **DELIVERY:** The Services shall be performed, and the Goods will be delivered in strict conformity with the dates and schedules referenced in the Contract. Time for delivery is of the essence.

5. **SUPPLIER’S COMPENSATION:** Supplier will promptly submit to Company correct and complete invoices, supporting documentation and all other information reasonably required by Company in connection with the performance of Services or delivery of Goods. Company may withhold payment until such documents are received and verified. Company shall transmit payment to Supplier within thirty (30) days from acceptance of a proper invoice, e.g., one submitted pursuant to a valid Purchase Order.

Payment by Company of an invoice from Supplier does not constitute acceptance of the Goods or Services covered by the invoice. Company reserves the right to pay, in its sole discretion, according to either the payment terms of the Contract or any alternate payment terms indicated on the Supplier’s invoice. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Supplier or any of its parents, subsidiaries or affiliates, any obligations that Supplier, or any of its parents, subsidiaries or affiliates, may owe to Company.

6. **PRICE:** Supplier warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Company’s prior express written consent. Unless otherwise specified in writing by Buyer, the price quoted or specified by Seller for the Products shall remain in effect for sixty (60) days after the date of Seller’s quotation or acknowledgment of Buyer’s order for the Products, whichever occurs first.

7. **WARRANTIES FOR SERVICES:** Supplier warrants the following: (i) Supplier shall use its best efforts to perform the Services and, at a minimum, Supplier shall perform the Services in conformity with the highest standards of the industry practiced by reputable suppliers performing work of a similar nature at the time and place the Services are provided; (ii) Supplier shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (iii) prior to performing any Services, Supplier will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (iv) the Services will not violate or in any way infringe upon the intellectual property rights of third parties; and (v) Supplier is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of this Contract. Supplier warrants that all of its employees and sub suppliers, and all other persons or entities acting on its behalf in the performance of this Contract, shall agree to and abide by the warranties set forth herein.

8. **WARRANTIES FOR GOODS:** To the extent Supplier is supplying Goods in connection with the performance of the Services, Supplier’s shipment of Goods will be F.O.B., place of destination (as defined by 6 Del. C. §2-319) listed on Company’s Purchase Order. If this Purchase Order is for the provision of goods, Supplier warrants that the goods (a) are of merchantable quality; (b) are fit for the particular needs and purposes of the Company as may be communicated to Supplier; (c) comply with the highest warranties, representations and options expressed by Supplier orally or in any written advertisement, correspondence or other document provided to or in the possession of the Company; (d) comply with all applicable laws, codes and regulations as published by any national, state or

local association or group; and (e) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Supplier agrees to correct all defects and nonconformities, to be liable for all direct, indirect, consequential and other damages suffered by the Company and any other persons, and to defend, indemnify and hold harmless the Company from any claim asserted by any person resulting in whole or in part from such breach.

9. LIENS: Supplier guarantees that no lien, encumbrance or security interest will be filed by Supplier or anyone acting on behalf of, or claiming under or through Supplier, against Company, Company's property or the Services or Goods furnished under this Contract.

10. SUBCONTRACTING AND ASSIGNMENT: Supplier shall not contract, subcontract or assign to a third party any part of this Purchase Order or any rights arising hereunder without first obtaining the express, written approval of Company.

11. SAFETY: Supplier will provide all safeguards and precautions necessary in connection with the provision of Services or delivery of the Goods to prevent the occurrence of any accident, injury, death, loss or damage to any person or property, and Supplier will be solely responsible for any such occurrences. Supplier warrants that all Services or Goods delivered hereunder will be in compliance with all Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company. Supplier agrees to immediately notify Company of any actual or possible safety or quality problems with the Services or Goods delivered hereunder.

12. REJECTION AND REVOCATION OF ACCEPTANCE: Company shall not be bound to reimburse Supplier for any Services or Goods that, in Company's judgment, fail to conform to Supplier's obligations under the Contract. Company has the right, before payment or acceptance of Services or Goods under this Contract, to inspect the Services or Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services or Goods, nor the failure to do so, before delivery to Company constitute acceptance of any Services or Goods or relieve Supplier from exclusive responsibility for furnishing Services or Goods in strict conformance with Company's specifications and instructions. If, in Company's judgment, the Services or Goods, or the tender of delivery, fail in any respect to conform to the Contract, Company may: (i) reject the whole; (ii) accept the whole; or (iii) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by Company, in whatever form, suffices to inform the Supplier that the transaction is claimed to involve a breach and that Supplier will be responsible for any losses resulting from the nonconformity. In an appropriate case, Company may revoke its acceptance of Services or Goods. Supplier agrees that Company's acceptance of the Services or Goods is reasonably induced by the Supplier's assurances of the quality of the Services and Goods and conformity to the terms of the Contract.

13. AUDITS AND INSPECTIONS: Company has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Supplier's obligations under this Contract. Such records will be kept by Supplier for a period of at least four (4) years after the expiration, termination or cancellation of this Contract, or for such longer periods as may be required by law. In addition, Company may inspect or test the Goods at any reasonable time and place prior to delivery. Supplier agrees to provide reasonable assistance for such audits, inspections and tests.

14. TAXES: Supplier will bear and pay all applicable taxes of the United States or any state or any foreign government, including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts, including any withholding taxes levied against Supplier for the privilege of doing business in a jurisdiction. If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Company on behalf of any taxing jurisdiction, Supplier will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Supplier. Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor, including registration, collection of taxes and the filing of returns, where applicable. Notwithstanding whether Supplier must collect sales and use tax from Company, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services or Goods were provided. If applicable, in lieu of payment for any sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Company on a location-by-location basis. Except for sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Supplier, or the price or compensation under this Contract, or upon the Services or Goods provided hereunder, will be the responsibility and liability of Supplier.

15. STATE AND FEDERAL STATUTES: Supplier warrants and agrees that it has and will comply with the provisions of the Fair Labor Standards Act and the Walsh-Healey Act and any other applicable state and federal statutes and regulations.

16. LIMITATION ON USE OF PAYMENT: Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to this Contract to corruptly or unlawfully influence any decision, judgment, action or inaction of any individual or entity, in connection with or relating to the subject matter of this Contract or any supplement or amendment hereto. No payment shall be made and no transaction shall be entered into in connection with this Contract that is illegal, improper or intended to corruptly or unlawfully influence any individual or entity. If Supplier breaches the terms of this provision, Company may immediately terminate this Contract without any liability. No payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any other benefit.

17. COUNTERFEIT AND SUSPECT GOODS: Supplier warrants that it shall not deliver Counterfeit and Suspect Goods (as defined herein) to Company and shall immediately notify Company if Supplier becomes aware or suspects that it has delivered Counterfeit and Suspect Goods. When requested by Company, Supplier shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are: (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Supplier; or (vi) items for which credible evidence (including, without limitation, visual inspection or testing) provides reasonable doubt that the part is authentic. Supplier shall indemnify Company for all Claims (as defined herein) relating to Counterfeit and Suspect Goods, including, without limitation, Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Supplier shall include this Section or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.

18. INDEMNIFICATION: Supplier will indemnify, defend and hold harmless Company, its directors, officers, employees, agents, representatives, successors, assigns and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including, without limitation, attorneys' fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Goods, the Services, liens on Goods, defective Goods or Services or their manufacture, delivery, use or misuse; (ii) the actual or alleged misappropriation or infringement of any third party's intellectual property rights; (iii) the performance of this Contract; or (iv) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, officers, employees, subsuppliers, agents, representatives, successors or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. All such obligations of Supplier to indemnify, defend and hold harmless Company are in addition to Supplier's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Goods or Services, and expiration, termination or cancellation of this Contract. Supplier hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Supplier rights and immunities as an employer, and expressly agrees to indemnify, defend and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents or employees of Supplier encompassed by this Section.

19. INSURANCE: Supplier agrees: (i) to maintain in full force and effect casualty, property and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Company, including Company as an additional insured, under policies of Insurance; (iii) to ensure that Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Company is exposed and that the limits of Insurance to which Company is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Supplier under all of the policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Company's insurance policies, which policies shall be, in all respects, excess to Supplier's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions or other form of self-insurance under the policies of Insurance; and (vi) upon Company's request, to timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance.

20. FORCE MAJEURE: Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary, unforeseen and supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control, and without the fault or negligence, of the

party affected. The party affected by an event under this Section shall furnish prompt written notice of any delays or non-performances (including the anticipated duration) after becoming aware that it has occurred or likely will occur. If Supplier is unable to perform for any reason, Company may obtain the Services and purchase the Goods from other sources and reduce its obligations owing to Supplier accordingly, without liability to Supplier. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

21. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: Supplier warrants: (i) that any chemical substance or mixture delivered to Company pursuant to this Contract is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (ii) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use and notices, and that, if such chemical substances or mixtures are supplied in bulk, Supplier will provide Company with an adequate supply of such warning labels, instructions and notices for use in Company's facilities; (iii) that Supplier will supply with or before delivery, and at any other time upon Company's request, all information known to Supplier with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal or transportation of any chemical substances or mixtures delivered hereunder and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (iv) that Supplier will ascertain and furnish all information about Goods required by Company to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws, as well as those governing occupational safety and health and hazardous materials) and with laws and regulations regarding composition, ingredients or otherwise, including promptly furnishing to Company upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Supplier agrees that it will, upon Company's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Company pursuant to this Contract. Unless approved in writing by Company's location manager prior to shipment, Supplier will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or one percent (1%) by weight of the Goods, whichever is less. Furthermore, Supplier warrants that any metal delivered under this Contract does not contain any regulated radioactive materials. Supplier agrees to indemnify and hold Company harmless from any and all Claims resulting from or arising under, in whole or in part, a breach of the foregoing warranty. Supplier agrees to be responsible for proper removal and disposal of any such materials and to pay the costs of any necessary cleanup.

22. EXPORT CONTROLS. For all products or services purchased from the Supplier under this Agreement that are subject to U.S. federal export control laws and regulations, the Supplier will provide the proper Export Control Classification Numbers (ECCN) at time of order. Supplier's information will include the proper ECCN if the item is controlled under the U.S. Commerce Control List of the Export Administration Regulations ("EAR") or the proper United States Munitions List Category if the item is controlled under the U.S. International Traffic in Arms Regulations ("ITAR"). The Supplier agrees that the Company shall have the right to terminate this Agreement, without penalty, and return any received product based on such notification.

23. HUMAN RIGHTS AND ANTI-SLAVERY: Buyer is committed to respecting human rights in every market in which we operate consistent with Sequa's Code of Conduct and Buyer's Supplier Code of Conduct, the spirit and intent of the United Nations Guiding Principles on Business and Human Rights, the U.K. Modern Slavery Act and all other applicable laws and standard related to the treatment of individuals. Buyer does not tolerate human trafficking, forced or compulsory labor, slavery or servitude. Buyer expects that its suppliers and subcontractors shall obey all laws that require them to treat workers fairly and provide them with a safe work environment and that these standards will be required of their suppliers and subcontractors as well. Seller must be in compliance with all current or later adopted, Applicable Laws and Standards of the exporting country and of the territory in which any Products are produced, including those governing the use of child labor, and/or governing the importation of any Products produced with child labor into the jurisdiction of Buyer. Seller will not employ any worker under the applicable minimum age requirement or who are younger than the age for compulsory education in their country, whichever is older. Seller shall retain documentation of the age of each employee that it has hired, such as a copy of a formal photo identification card or a passport. No prison, forced, indentured or bonded labor may be utilized in the production or delivery of any Products. No employee of Seller shall be subject to physical, sexual or psychological harassment or abuse, or cruel or unusual disciplinary practices. Seller must certify that any materials incorporated into Products provided to Buyer comply with Applicable Laws and Standards regarding slavery and human trafficking of the country in which Seller is doing business.

27. ELECTRONIC COMMERCE: Supplier acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation (as defined herein)

relating to the purchase of Goods or Services hereunder. For purposes of this provision “Key Documentation” means Purchase Orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that: (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically; and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because it has been transmitted or executed electronically. To the extent required by Company, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of digital identification will be deemed to constitute a “signature” and will have the same effect as a signature on a written document.

28. CHANGES: Company may, at any time, make written changes to the general scope of this Contract, including changes to drawings, designs, specifications, materials or packing, and Supplier will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Supplier’s obligations under this Contract, the parties shall negotiate and agree to an equitable adjustment to the price and/or delivery schedule and this Contract will be modified in writing accordingly via a written amendment signed by both parties. The Supplier’s compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Company. Supplier agrees that it shall have no right to seek additional sums based on quantum meruit, promissory estoppel or any other theory of law, regardless of the work it performs related to this Contract.

30. TERMINATION: Company may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Supplier. After receiving written notice of termination, Supplier will: (i) immediately cease performing Services or taking other actions under this Contract; and (ii) immediately take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Supplier’s breach or failure of Supplier to provide adequate assurance of performance, Company will pay Supplier, on a pro rata basis, for Services performed and Goods delivered as of the date of termination. Upon such payment, all finished Goods for which Company has paid will become the property of Company and will be delivered to Company in accordance with this Contract. Company will have the further right to terminate this Contract, in whole or in part, if, in Company’s judgment: (a) the Services or Goods are non-conforming, defective or not delivered as scheduled; (b) Supplier fails to comply with or fulfill, at any time, any of the terms and conditions of this Contract or Company’s shipping and billing instructions; or (c) the credit or ability of Supplier to perform this Contract becomes impaired. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default or breach by Supplier hereunder.

31. SUBCONTRACTOR FLOW-DOWNS FOR UNITED STATES GOVERNMENT CONTRACTS: Where the Goods being procured by Company from Supplier are in support of a United States Government end customer or an end customer funded in whole or part by the United States Government, Supplier agrees to comply with the Supplemental Terms and Conditions for Orders Associated with U.S. Government Contracts set forth in Company Purchase Order Terms and Conditions, all of which are incorporated into the Contract.

The Supplier warrants that it is neither debarred nor suspended, and that it has not been proposed or declared ineligible for the award of contracts or grants by any Federal agency. At any time the Supplier becomes debarred or suspended, the Supplier shall notify the Company in writing within 30 days. The Supplier agrees to comply with all applicable Federal, state, and local laws and regulations.

If this order utilizes Federal funds, the Supplier is required to comply with all applicable federal acquisition regulations and provisions of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as any additional statutory and administrative requirements are incorporated by reference. These requirements may include, but are not limited to, the following under Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering:  
Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246.

32. **MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive and fully integrated statement of the parties' agreement regarding the Services or Goods. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties.

33. **ANTI-WAIVER:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

34. **CUMULATIVE REMEDIES:** All rights and remedies provided in this Contract are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

35. **SEVERABILITY:** If any provision of this Contract or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract or the application of such provision to other persons or circumstances will not be affected by such adjudication. If any provision or application of this Contract is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Contract, including the invalid or unenforceable provision.

36. **SURVIVAL:** Notwithstanding the expiration, termination or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination or cancellation.

37. **ASSIGNMENT:** Neither this Contract, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Company. No such consent or assignment will release Supplier or alter Supplier's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Company will be null and void.

38. **COMPLIANCE WITH LAWS:** Supplier represents and warrants that Supplier complies and will remain in compliance with all applicable international, federal, state, municipal and local laws, regulations, rules, orders, ordinances and codes of any authority, governmental or otherwise, having jurisdiction (collectively, "Laws"). If, and to the extent that, any such Laws require Supplier or Company to engage in due diligence efforts or the collection, disclosure, reporting or retention of documentation or information, Supplier shall engage in such required activity and comply with Company's reasonable requests related to such due diligence efforts, documentation or information as required to facilitate Company's compliance with the Laws.

40. **CHOICE OF LAW AND CHOICE OF FORUM:** Any and all claims or matters of dispute between the parties to this Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, shall be resolved, governed by, construed and enforced in accordance with the laws of Indiana, regardless of the legal theory upon which such matters are asserted, including Indiana statutes of limitations, but not including its choice of laws rules.