



TERMS AND CONDITIONS OF SALE

- 1. GENERAL.** These Terms and Conditions of Sale set forth the terms and conditions pursuant to which the purchaser (the "Purchaser") will purchase and FerRobotics Inc. (the "Seller") will sell any and all flexible lightweight robots and related products, equipment, auxiliary equipment, accessories, attachments and/or services (hereafter collectively called "Products"). These Terms and Conditions of Sale shall govern and apply to the sale of the Products to Purchaser, regardless of any other purchase order(s), form(s) or document(s) submitted by Purchaser to Seller, and/or the inconsistency of any terms therein and herein.
- 2. CANCELLATION/RETURNS.** Purchaser shall not countermand, cancel or cause the work or shipment of the Products to be cancelled and/or delayed, except with the written consent of, and upon terms agreed to by, Seller, and with full compensation to Seller for any loss sustained by reason of any cancellation or delay, including but not limited to any and all expenses, costs and liabilities incurred by Purchaser prior to Seller's written consent to the cancellation or delay and reasonable costs incurred thereafter plus an additional amount to cover the extra cost of handling, general and administrative expenses, and an amount equal to Seller's reasonable gross profit margin for the Products. Purchaser shall not return any Products delivered to Purchaser without the prior written consent and agreement of Seller. Upon Seller's approval to Purchaser of the return of any Products, Seller shall provide a Return Memorandum of Authorization ("RMA") to Purchaser, which Purchaser must include with any returned Products. Purchaser shall be responsible for all handling, inspection, shipping and restocking charges incurred by Seller for returned Products.
- 3. PRICE.** All prices are exclusive of any and all taxes including, but not limited to, excise, sales, use, property, transportation, or occupational taxes and such other like taxes related to the sale or use of the Products, now or hereafter imposed, together with all penalties and expenses. Purchaser shall be responsible for collecting and/or paying any and all such taxes, whether or not they are stated in any invoice for Products. Purchaser shall indemnify and hold Seller free and harmless from and against the imposition and payment of such taxes. Seller at its option, may, at any time, separately bill Purchaser for any taxes not included in Seller's invoice and Purchaser shall pay said taxes, or in lieu thereof, shall provide Seller with a tax exemption certificate acceptable to taxing authorities. Unless otherwise specified herein, all prices are exclusive of inland freight, insurance and other costs or expenses relating to the shipment of the Products EXW. In the event Seller shall make arrangements for such inland transportation, all costs and expenses relating to such inland transportation shall be for the account of Purchaser and shall be paid by Purchaser to Seller upon presentation of Seller's invoice therefor. In the event delivery of the Products, or any part thereof, is delayed due to the fault of Purchaser, any and all additional costs or expenses incurred by Seller resulting from such delay in delivery shall be chargeable to and paid by Purchaser.
- 4. PAYMENT, DELINQUENCY CHARGE.** Payment shall be made cash in advance or as otherwise agreed in the acceptance of order. Seller reserves the right to charge interest at the rate of up to one and one half (1.5%) percent per month (but not more than the maximum interest rate permitted by applicable law) on all balances not paid by Purchaser within the designated terms. Seller reserves the right, at any time, to revoke any credit extended to Purchaser because of Purchaser's failure to pay for any Products when due or for any other reason deemed good and sufficient by Seller. Seller shall make no sale or shipment of any Products to Purchaser on open account, or in any manner, if at any time the financial responsibility of Purchaser becomes impaired or unsatisfactory to Seller, and Purchaser does not provide full security to Seller, or if at the time of such sale or shipment, Purchaser is delinquent in the payment of any account to Seller. In the event Purchaser shall be in default of any of the terms and conditions hereof, or becomes insolvent or proceedings are instituted to declare Purchaser bankrupt, or a receiver is appointed for Purchaser, Seller may, at its option, terminate this and any other agreement between the Seller and the Purchaser for purchase of Products and upon such termination by Seller, any and all claims or demands against Purchaser held by Seller shall immediately become due and payable. In addition, in the event of any default hereunder, Seller shall have the right to disconnect, disable or otherwise render the Products unusable, and Purchaser hereby agrees to cease all use of the Products immediately upon notice from Seller. Purchaser covenants and agrees not to assert any claims or causes of action against Seller relating to or arising out of Seller's disconnection or disabling of the Products.
- 5. DELIVERY.** Seller shall use commercially reasonable efforts to cause the Products to be shipped and delivered in accordance with these Terms and Conditions of Sale. Delivery promises on the Products are based on the present promises of our suppliers. Delivery promises are also based on approval by you of all drawings and materials, if any, submitted for your approval within seven (7) days of receipt by you. Seller's obligations are subject to delays incident to labor difficulties, fires, explosions, casualties and accidents, acts of the elements, embargos, inability to ship, inability to insure against war risks, Government action, insurrection, acts of God, transportation difficulties, delays by common carrier, inability to obtain Products, materials or components or qualified labor; governmental regulations or other like causes beyond the control of Seller. In the event of any such delays, the delivery of the Products shall be correspondingly extended, and Seller shall keep Purchaser informed of the effects of such events. All delivery dates are approximate and based upon prompt receipt of all necessary information from Purchaser. Unless otherwise stipulated, Seller will ship Products to Purchaser via Federal Express ("FedEx") ground delivery or FedEx freight delivery or similar carrier. Title to the Products shall pass at the EXW shipping point unless otherwise designated by the parties. All risk of damage or loss to the Products at any time after reaching the EXW point is assumed by Purchaser and such damage or loss shall not operate in any way to release Purchaser from any of its obligations hereunder or otherwise. Purchaser shall be responsible for receiving the Products, unloading it upon receipt, and paying any demurrage charges if unloading is delayed, and for reporting any missing or damaged material to the delivering carrier immediately upon receipt of shipment. Notwithstanding any provision contained in these Terms and Conditions of Sale to the contrary, Seller shall not be responsible or liable to Purchaser for any loss or damage of any nature whatsoever (including, but not limited to, any loss of income and/or profits, direct, indirect, incidental, special and consequential damages) resulting from Seller's delayed performance in the shipment and/or delivery of the Products for any reason. In the event Purchaser requests expedited delivery as a result of Seller delay, Purchaser shall pay for all costs and expenses related to said expedited delivery.
- 6. WARRANTY.** Seller warrants the Products sold hereunder will be free from defects in material and workmanship at the time of shipment. In the event a defect in material or workmanship exists at the time of shipment, Seller shall, at Seller's option, replace the Products (or defective portion thereof) or refund the purchase price thereof in accordance with this Paragraph 6 (the "Warranty"). Any claim made under the Warranty must be made in writing to Seller by Purchaser within twelve (12) months of delivery of the Products, otherwise the claim is waived. PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THE WARRANTY SHALL BE LIMITED TO, AT SELLER'S SOLE DISCRETION, THE REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF, OR A REFUND OF THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCTS IN EXCHANGE FOR PURCHASER'S RETURN OF THE PRODUCTS TO SELLER, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF ANY NATURE. IN NO EVENT SHALL SELLER'S LIABILITY HEREUNDER OR OTHERWISE ARISING RELATIVE TO THE SALE OF THE PRODUCTS EXCEED IN ANY EVENT OR UNDER ANY THEORY OR CAUSE OF ACTION, THE PURCHASE PRICE PAID BY PURCHASER TO SELLER FOR THE PRODUCTS. SELLER'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER, THE MANUFACTURER OF THE PRODUCTS, AND ANY OTHER ENTITY INVOLVED IN THE MANUFACTURE, SALE, OR SERVICING OF THE PRODUCTS (OR ANY PORTION THEREOF) AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "MANUFACTURING AND SELLING COMPANIES"), EXPRESS, IMPLIED OR STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL SELLER AND/OR THE MANUFACTURING AND SELLING COMPANIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM DEFECTS IN THE PRODUCTS, AND/OR THE NEGLIGENCE OF SELLER AND/OR THE MANUFACTURING AND SELLING COMPANIES. IN ADDITION, THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL OR MECHANICAL FAILURE OR ABNORMAL CONDITIONS; AND TO PRODUCTS WHICH HAS BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY SELLER. Seller and Purchaser contemplate that, from time to time, minor warranty service repairs may be required upon the Products. In order to expedite such repairs, Purchaser shall cooperate with Seller to effectuate such repairs. In this regard, to the extent reasonable, Seller, in its discretion, may provide Purchaser with technical assistance and instruction with regard to such minor repairs via telephone, and Purchaser shall undertake such repairs in accordance with Seller's instructions. No agent, employee or representative of Seller or the Manufacturing and

FerRobotics Inc.

59 Prairie Parkway, Gilberts, IL 60136

E-Mail: office@ferrobotics.com

ferrobotics.com



Selling Companies has the authority to bind Seller or the Manufacturing and Selling Companies to any affirmation, representation or warranty concerning the Products, and unless such affirmation, representation or warranty made by an agent, employee or representative is specifically included within these Terms and Conditions of Sale, it will not form part of the basis of these Terms and Conditions of Sale and shall not in any way be binding upon Seller or the Manufacturing and Selling Companies or enforceable by Purchaser. Seller's Warranty hereunder is extended to and shall be for the sole and exclusive benefit of the original Purchaser/end-user of the Products. This Warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the Products and any sale or other transfer of the Products or any such attempted assignment and transfer of this Warranty shall void Seller's Warranty, and Seller shall thereafter have no further obligation or liability with regards thereto.

7. SECURITY INTEREST.

(a) Purchaser hereby grants to Seller and Seller hereby retains a continuing purchase money security interest in all of the Products sold by Seller to Purchaser, together with all spare parts, attachments, accessories, additions, replacements, improvements, modifications and substitutions thereto or thereof, whether heretofore or hereafter acquired by Purchaser, together with all proceeds thereof. The aforesaid security interest shall secure and act as security for any and all indebtedness, liability and obligations of Purchaser to Seller, whether absolute, contingent, direct, indirect, liquidated or unliquidated, now existing or hereafter arising, whether or not secured by property or rights in addition to the Products. Purchaser hereby appoints Seller as its attorney in fact, and authorizes Seller to, (i) sign/authenticate on behalf of Purchaser such additional documents/records as may be required from time to time to create, amend, extend, continue, maintain or perfect the security interest described herein or otherwise granted to or retained by Seller and (ii) make/undertake such actions as Seller deems appropriate to perfect, amend, continue and maintain the perfection of the security interest created hereby or otherwise granted to or retained by Seller. In addition, Purchaser hereby ratifies any filings made against Purchaser by Seller prior to the date hereof. Unless Seller otherwise agrees in writing, Purchaser shall keep the Products free from any adverse lien, security interest or encumbrance and will not store the Products or any part thereof or use the Products in violation of any statute or ordinance. In the event Purchaser shall be in default under these Terms and Conditions of Sale, Seller shall have the remedies of a secured party under the UCC in addition to the rights and remedies set forth herein. Seller may enter Purchaser's premises and remove the Products and/or disable or render the Products unusable by electronic or any other means available to Seller. Purchaser agrees to assemble the Products in order to assist Seller in removing the Products at Purchaser's cost and expense. Furthermore, Purchaser hereby agrees to pay Seller's costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs for the determination of any amount due to Seller arising out of or in any way related to these Terms and Conditions of Sale and/or for the collection of any amounts owing to Seller hereunder or incurred in the repossession of the Products. The security interest granted herein shall survive any termination of these Terms and Conditions of Sale and/or Purchaser's rights hereunder.

Seller agrees to terminate or release any financing statement(s) it may have filed with respect to the Products within thirty days of becoming aware of Purchaser having satisfied all of its obligations to (i) Seller under these Terms and Conditions of Sale and pursuant to any and all other agreements with Purchaser for which the Products may serve as collateral for a debt or obligation to Seller, and (ii) any third party which may be providing financing to Purchaser for the acquisition or refinancing by Purchaser of the Products or for which the Products serves as cross-collateral.

(b) Purchaser warrants, represents and covenants that (i) Purchaser is an individual, organization, or registered organization; (ii) if Purchaser is a registered organization, Purchaser's state or province of organization is the state/province otherwise set forth in this Agreement; (iii) Purchaser's place of business (or chief executive office, if Purchaser has more than one place of business) is as otherwise set forth in this Agreement; (iv) if Purchaser is an individual, Purchaser's principal residential address is as otherwise set forth in this Agreement; and (v) Purchaser shall not change its form of business or organization, change or in any way amend or alter its legal name or change its residential address, place of business or chief executive office without providing Seller at least thirty (30) days' prior written notice thereof.

8. **PATENT INFRINGEMENT.** Seller warrants that the Products sold hereunder will not in and of itself infringe any patent of the United States of America ("U.S.") or Canada. Seller's liability under this warranty (and the liability of the Manufacturing and Selling Companies) is limited to Seller's defense of any suit or proceeding brought against Purchaser based on a claim that the Products sold hereunder when employed in the manner intended by Seller constitutes an infringement of any patent of the U.S. or Canada. Seller's liability hereunder is conditioned upon Purchaser giving immediate written notice of any such claim made against Purchaser, and giving all such information available to Purchaser and such assistance as required by Seller with respect to such claim, and Purchaser's granting to Seller exclusive control of the settlement and litigation of any such suit, proceeding or claim. If Purchaser's use of the Products in the manner intended by Seller is finally enjoined, Seller shall, at its option, procure for Purchaser the right to continue using the Products, replace the same with non-infringing Products, modify the Products so it becomes non-infringing, but equivalent to the Products sold hereunder, or remove the Products and refund the purchase price (less allowance for use, damage and obsolescence). In no event will Seller and/or the Manufacturing and Selling Companies be liable for any patent infringement based on the use of the Products for purposes other than that for which it is sold by Seller. Seller makes no warranty against patent infringement resulting from portions of the Products made to Purchaser's specifications or the use of the Products in combination with other products or in the practice of any process, and if a claim, suit or action is based thereon, Purchaser shall, defend, indemnify and save Seller and the Manufacturing and Selling Companies harmless from and against any and all claims, losses or damages arising therefrom.

9. **SOFTWARE LICENSE.** The Products may include computer software and related documentation delivered on CD-ROM or other media (collectively "Software"). Seller is and shall remain the owner of all rights, title and interests in and to the Software, including all intellectual property rights. All rights not expressly granted to Purchaser are hereby reserved by Seller and Purchaser may not use the Software in any manner not expressly authorized by Seller.

10. **CONFIDENTIALITY.** All drawings, designs, specifications, manuals and programs furnished to Purchaser by Seller shall remain the confidential and proprietary property of Seller. All such information, except as may be found in the public domain, shall be held in strict confidence by Purchaser and shall not be published, reproduced, copied in whole or in part, loaned or otherwise disclosed by Purchaser to any third parties. Copyright in all materials made available by Seller shall remain in Seller at all times.

11. **SAFETY PRECAUTIONS.** Purchaser shall require all employees to use all safety devices, guards, and proper safe operating procedures as set forth in manuals and instructions, if any, furnished by Seller. Purchaser shall not remove or modify any such device, guard or sign. It is Purchaser's responsibility to provide all the means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation or set-up or service of the Products. Purchaser shall inspect the Products and related equipment periodically so as to ensure that all warning labels, warning lights and safety devices are in place and functioning properly. If Purchaser fails to comply with the provisions of this paragraph or the applicable standards or regulations aforementioned, Purchaser shall indemnify and hold Seller and the Manufacturing and Selling Companies harmless from and against any and all claims, losses or damages arising therefrom.

12. **COMPLIANCE WITH LAWS AND REGULATIONS.** Purchaser represents and warrants that it is familiar with all the applicable federal, state and local laws, regulations and ordinances which are or may be in effect relating to Purchaser's use and operation of the Products. Purchaser shall comply in all respects with any and all such laws, ordinances, and any applicable industry regulations and standards now or hereafter in effect and hereby agrees to defend, indemnify and hold Seller and the Manufacturing and Selling Companies free and harmless from and against any and all claims, damages or liability, resulting, directly or indirectly, from Purchaser's failure to so comply with such laws, regulations, ordinances, or industry regulations and standards.

13. **EXPORT CONTROL.** The Products (and all technology, hardware, firmware and/or Software contained therein) is sold for use and consumption within the U.S. or Canada only. Any subsequent export, transfer, resale or other disposition of the Products from the U.S. or Canada must be made in accordance with applicable law. Diversion contrary to U.S. or Canadian law is strictly prohibited. In furtherance hereof, Purchaser shall (a) comply with all applicable export/export control laws, rules and regulations of the U.S. and Canada, and any other foreign countries, governments, agencies or authorities (collectively, the "Laws"), and (b) not export or re-export the Products in violation of any such Laws, or without all necessary authorizations/licenses. Purchaser agrees that the export of the Products may require export control licenses or approvals from the U.S. and/or Canadian government or foreign governments/governmental agencies or authorities. In cases where licenses or approvals are required, Purchaser shall be solely responsible for obtaining such required licenses or approvals from the appropriate governmental agencies or authorities. Purchaser shall indemnify, defend and hold harmless Seller from and against any and all losses, damages, cost and expenses (including reasonable attorneys' fees) sustained or incurred by Seller by reason of any failure of Purchaser to comply with such Laws. Purchaser shall bear all expenses relating to obtaining any necessary licenses and/or exemptions required under the Laws with respect to any export of the Products from the U.S. and Canada. Notwithstanding the above, neither the Products nor the underlying information, technology, hardware, firmware or software, may be exported or re-exported to (a) Cuba, Iran, Iraq, North Korea, Sudan, Syria, or any other country subject to trade sanctions applicable to the Products, (b) individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (c) to any named party or individual on the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) Specially Designated Nationals List or on the U.S. Department of Commerce, Bureau of Export Administration Denied Persons List or Entity List, or to any other party or individual subject to other government lists applicable to the Products (or any other similar lists that may be promulgated or maintained by the



U.S. or Canadian government from time to time hereafter). Upon request by Seller, Purchaser shall provide Seller with all of Purchaser's and the customer's information and documentary and other assistance required to maintain strict compliance with the Laws. Purchaser shall take all actions as may be reasonably necessary to assure that no customer contravenes any Laws or the provisions of any such approvals/licenses or exemptions. Seller shall be relieved of all obligations to provide any Products, spare parts or technical data to Purchaser if Purchaser violates any Laws, or if any approvals/licenses are suspended or revoked.

14. MISCELLANEOUS PROVISIONS.

- (a) These Terms and Conditions of Sale together with all attachments hereto constitute the entirety of terms and conditions in force between the parties with respect to the Products. Any additional, contrary or inconsistent terms, conditions and/or prices are rejected by Seller unless expressly agreed to in writing by Seller and Purchaser.
- (b) If any term or condition of these Terms and Conditions of Sale is held to be invalid, the remaining terms and conditions hereof shall not be affected thereby.
- (c) These Terms and Conditions of Sale may be modified, cancelled, or rescinded only by the written agreement of both parties executed by their duly authorized agents.
- (d) No claim arising out of any breach of these Terms and Conditions of Sale may be discharged in whole or in part by waiver or renunciation of such claim unless such waiver or renunciation is in writing and signed by the parties hereto.
- (e) These Terms and Conditions of Sale may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.
- (f) All rights available to Purchaser and Seller under the UCC or the Personal Property Security Act except as specifically limited or excluded herein (even though not specifically enumerated herein), are expressly reserved to Purchaser and Seller as remedies available in the event of default of the other party. The Manufacturing and Selling Companies shall be extended the benefits and protection of these Terms and Conditions of Sale.
- (g) **EXCEPT TO THE EXTENT THAT PERFECTION OF THE SECURITY INTEREST GRANTED HEREIN IS OTHERWISE MANDATED BY APPLICABLE LAW, THESE TERMS AND CONDITIONS OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. THE UNITED NATIONS CONVENTION ON INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PURCHASE AND SALE OF THE PRODUCTS.**
- (h) **WITHOUT LIMITING SELLER'S RIGHT TO COMMENCE ANY ACTION, AT SELLER'S ELECTION, IN ANY OTHER JURISDICTION, PURCHASER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT (STATE OR FEDERAL) SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND WAIVES ANY AND ALL OBJECTIONS TO LACK OF JURISDICTION, IMPROPER VENUE AND/OR FORUM NON-CONVENIENS. PURCHASER WAIVES THE RIGHT TO TRIAL BY JURY. PURCHASER SHALL BRING ANY LEGAL PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE AND/OR THE RELATIONSHIP OF THE PARTIES HERETO ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS. IN THE EVENT THAT PURCHASER INSTITUTES AN ACTION IN ANY OTHER COURT OR FORUM, PURCHASER SHALL PAY SELLER'S EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) IN DISMISSING OR TRANSFERRING SUCH ACTION TO A COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.**
- (i) **PURCHASER WAIVES ANY AND ALL CLAIMS FOR PUNITIVE DAMAGES AGAINST SELLER AND THE MANUFACTURING AND SELLING COMPANIES RELATING TO THE PRODUCTS, THESE TERMS AND CONDITIONS OF SALE, THE RELATIONSHIP OF THE PARTIES AND ANY OTHER MATTERS RELATED THERETO.**
- (j) Purchaser, at its sole expense, will maintain insurance coverage on the Products at all times until Seller has been paid in full relative thereto. Such insurance shall cover all risks of loss or damage from any cause whatsoever and shall be in an amount equal to the purchase price of the Products, or the full undepreciated replacement value (new) of the Products, at Seller's option. All insurance will be of a type, form, in amounts, with a company and under terms and conditions satisfactory to Seller. Purchaser shall designate Seller as a lender loss payee and additional party insured on each insurance policy. Such insurance policy shall provide that no cancellation or nonrenewal thereof will be effective without 30 days prior written notice to Seller of such cancellation or nonrenewal. The proceeds of insurance payable as a result of loss or damage to the Products will be applied to Purchaser's obligations to Seller relative to the Products. In the event of any default hereunder by Purchaser, Purchaser irrevocably appoints Seller as Purchaser's attorney in fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any insurance policy. In the event that Purchaser shall fail to insure the Products as required herein or in the event that such insurance shall expire, Seller shall have the right (but not the obligation) to procure such insurance coverage and any and all amounts expended by Seller in connection therewith shall become immediately due and payable by Purchaser to Seller.