

# WORK ORDER

## TERMS AND CONDITIONS

These terms and conditions (“Terms”) form part of the agreement by and between John Henley Designs and Customer for John Henley Designs to perform the Services. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

- 1.1 “Customer” means the person or entity identified as such on the Work Order by name and/or account number, and its and their employees, representatives, agents, or officers.
- 1.2 “Equipment” means any one or more of the items described as such by make, model, equipment number, and/or serial number for Customer owned item on a Work Order.
- 1.3 “John Henley Designs” means John Henley Designs
- 1.4 “Offsite” means any location that is off the premises of a John Henley Designs facility.
- 1.5 “Service” or “Services” means the services, repairs, and/or evaluations set forth on the quote, proposal, Work Order, or Invoice that John Henley Designs has performed or will perform.
- 1.6 “Work Order” means the agreement between John Henley Designs and Customer for John Henley Designs to provide the Services, whether made in-person, online, or otherwise, and which incorporates by reference these Terms and identifies the Services, together with any associated quote, proposal, Change Order, exhibit, schedule, attachment, and/or appendix.
- 1.7 “Quote” means the proposal or quotation provided by John Henley Designs to Customer for Goods and services.
- 1.8 “Goods” means products built by John Henley Designs for Customer use.

### 2. Agreement

- 2.1 John Henley Designs and Customer agree that John Henley Designs will provide the Services to Customer subject to these Terms.
- 2.2 Customer agrees to be bound by and accepts all the Terms when any of the following occurs, even if the Work Order is not fully executed:

(a) Customer approves the Work Order, including any associated quote or proposal, either orally, electronically, in writing, or otherwise;

(b) Customer accepts or uses the Equipment after the Services are performed; or accepts Goods provided.

(c) Customer makes any payment to John Henley Designs for or related to the Services.

2.3 The Work Order, including any Change Order or amendment related to it, and these Terms comprise the entire agreement between Customer and John Henley Designs with respect to the Services. There are no oral or other representations or agreements not included in the Work Order. Any reference in Customer's purchase order, quote, or other document to any other terms or conditions to control this transaction is void and rejected. Any use of or reference to Customer's purchase order number on the Work Order or otherwise is for Customer's convenience only.

2.4 Any individual signing or approving the Work Order represents and warrants that he or she is of legal age and has the authority and power to agree to the Work Order on behalf of the Customer.

2.5 No Work Order which has been accepted by the Customer may be cancelled by the Customer without being considered breach by John Henley Designs.

### 3. Additional Work; Change Orders

3.1 John Henley Designs will use reasonable efforts to meet any performance dates specified in the Work Order. Any such dates are estimates only and subject to change.

3.2 John Henley Designs may provide an initial estimate or quote describing the Services and costs in furtherance of a Work Order. If John Henley Designs later determines that additional services or repairs are necessary to satisfy its obligations under the Work Order, John Henley Designs will advise Customer and provide an estimate of the costs and description of such additional services or repairs ("Additional Work"). If Customer either declines or fails to agree to modify the Work Order to include the Additional Work within thirty (14) days, John Henley Designs may terminate the Work Order. If Customer agrees to the Additional Work, it will become a "Change Order."

3.3 Notwithstanding anything to the contrary, John Henley Designs may modify a Work Order or the scope of Services in its sole and absolute discretion, with or without Customer's consent, provided that such modifications do not materially affect the nature or scope of the Services or fees.

## 4. Quotes; Hours of Operation

4.1 Quoted pricing is valid for 14 days from the date of the quote or proposal. John Henley Designs may provide update Quote for Tariffs, Commodity price fluctuations or Third Party pricing changes.

4.2 Prices quoted cover the specific Services listed and are based on Service occurring during John Henley Designs's regular hours of operation, Monday through Friday, except for holidays. Services performed outside of such hours will be billed at the applicable overtime rate or, as applicable, double-time rate.

## 5. Payment Terms

5.1 Customer will pay John Henley Designs in full all undisputed amounts due under the Work Order within 14 days of the date of John Henley Designs's invoice to Customer, unless otherwise stated on the invoice or Work Order.

5.2 Customer acknowledges that timely payment of the amounts due is essential to John Henley Designs's business operations, and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer acknowledges that John Henley Designs may not release the Equipment or Goods to Customer until payment is made in full. Customer agrees that there will be added to all past due amounts a late payment fee equal to the greater of one percent (1%) per month (12% per annum) on any payments outstanding after 14 days, or the maximum amount allowed by law.

5.3 Customer will be responsible for all sales, use, excise, and any other similar taxes, levies, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by Customer (collectively, "Taxes").

5.4 If Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. If the transaction later is deemed taxable, Customer is obligated to reimburse John Henley Designs for any Taxes that were attributable to Customer.

5.5 Customer must notify John Henley Designs in writing of any disputed amounts, including Credit Card charges, within thirty (30) days after the date of the invoice, or Customer will be deemed to have irrevocably waived its right to dispute such amounts.

## 6. Deposit

6.1 In addition to securing payment of the Services, Customer agrees that any deposit is deemed to be a guarantee by Customer of the full and complete performance of each and all the terms, covenants, and agreements to be performed by Customer. In the event of any

breach by Customer, John Henley Designs may credit the deposit against any damages, cost, or expense that John Henley Designs incurs as a result of the breach, at the sole option of John Henley Designs.

## 7. Credit Card Authorization

7.1 “Credit Card” means the credit card provided by Customer related to the Work Order or otherwise kept on file by payment processing service.

7.2 CUSTOMER IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES JOHN HENLEY DESIGNS TO CHARGE THE CREDIT CARD AND/OR CUSTOMER ACCOUNT FOR ANY AMOUNTS DUE UNDER THE WORK ORDER, AND CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS JOHN HENLEY DESIGNS FROM AND AGAINST ANY CLAIMS, DAMAGES, OR LOSSES RELATED TO SAME.

## 8. Inspection

8.1 After the Service is complete, Customer will inspect the Equipment prior to taking possession of it. Customer’s acceptance of the Equipment is an irrefutable presumption that Customer finds, and Customer will be deemed to have found, the Equipment in good working order and repair and the Service to be suitable for Customer’s needs.

8.2 John Henley Designs may deactivate or interrupt certain mechanical and electrical systems (including fire suppression systems) to perform the Services. Customer is responsible for inspecting and reactivating such systems after completion of the Services. John Henley Designs has no responsibility, and will not be liable for any failure, to reactivate, test, or operate any such system.

## 9. Customer’s Responsibilities

9.1 Customer will provide John Henley Designs with the information, directions, approvals, authorizations, decisions, and documentation that John Henley Designs requests to assess, plan, and perform the Services.

John Henley Designs performs the Services relying on information Customer provides, and such information will be accurate and complete.

9.2 If any of the Services are to be performed Offsite:

(a) Customer will provide a secure and safe work environment for all parties, including John Henley Designs and its employees.

(b) Customer is responsible to ensure that John Henley Designs has reasonable, safe, and secure access

to the off-premises location to enable John Henley Designs to perform the Services; and

(c) Customer will notify John Henley Designs in advance of any hazards, dangerous conditions, or other defects that cannot be abated.

## 10. Limited Warranty; Disclaimer

10.1 Customer has selected the Services for its own purposes and expressly disclaims any reliance upon any statements or representations made by John Henley Designs.

10.2 John Henley Designs warrants to Customer that the Services will be free from defects in workmanship for three months (3) months from the date the Work Order is completed (“Warranty Period”). John Henley Designs shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

10.3 EXCEPT FOR THE WARRANTIES IN SECTION 10.2, JOHN HENLEY DESIGNS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY OR TITLE; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED, THROUGH COURSE, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

10.4 Products manufactured by a third party (“Third-Party Product”) may constitute, be ancillary to, contained in, incorporated into, attached to, or packaged together with, the Equipment, Goods or Services. Customer agrees that John Henley Designs did not design or manufacture the Equipment or any Third-Party Product and is not the agent of those that did. Equipment and Third-Party Products may be subject to the original manufacturer’s warranty, for which John Henley Designs may provide service. But the Equipment and any Third-Party Products are not covered by any John Henley Designs warranty.

10.5 JOHN HENLEY DESIGNS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT OR ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY OR TITLE; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY THAT THE EQUIPMENT OR THIRDPARTY PRODUCTS ARE FREE FROM DEFECTS OR CONTAMINANTS; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED, THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

10.6 John Henley Designs will not be liable for a breach of the warranties in Section 10.2, unless: (i) the claim occurs during the Warranty Period; (ii) Customer gives written notice of the defective Services, reasonably described, to John Henley Designs within seven days of the time when Customers discovers or ought to have discovered the defect; and (iii) John Henley Designs reasonably verifies Customer's claim that the Services are defective.

10.7 John Henley Designs will not be liable for a breach of the warranties in Section 10.2 if: (i) Customer makes any further use of the Equipment after Customers discovers or ought to have discovered the defect; (ii) the defect arises because of normal wear and tear or Customer failed to follow the oral or written instructions of John Henley Designs or the manufacturer as to the maintenance, storage, installation, commissioning, or use of the Equipment; or (iii) Customer alters, repairs, or attempts to have altered or repaired the Equipment without the prior written consent of John Henley Designs.

10.8 Subject to Sections 10.6 and 10.7 above, with respect to any Services subject to a claim under the warranty set forth in Section 10.2, John Henley Designs will, in its sole discretion, (i) repair or re-perform the applicable Services, or (ii) credit or refund the price of such Services at the pro-rata rate.

10.9 THE REMEDIES SET FORTH IN SECTION 10.8 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND JOHN HENLEY DESIGNS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES IN THE WORK ORDER. THE REMEDIES EXCLUDE TRAVEL TIME, OVERTIME, AND TRANSPORTATION COSTS.

## 11. No Bailment

11.1 John Henley Designs may, but is not required to, lock the Equipment in a closed space or take other reasonable measures to secure the Equipment. However, John Henley Designs is not a bailee of the Equipment or Customer's property, and John Henley Designs does not accept control, custody, or responsibility for its care. Customer must have its own insurance covering the Equipment for the full replacement cost, including coverage for "all risks" of loss or damage to the Equipment.

11.2 Customer's access to John Henley Designs's premises may be conditioned in any manner deemed reasonably necessary by John Henley Designs to maintain order on its premises. Such measures may include, but are not limited to, requiring verification of identity, limiting hours of operation, and requiring sign in and sign out upon entering and leaving John Henley Designs's premises.

11.3 If Customer fails to pick up the Equipment within 7 days after the Services are complete, and/or fails to authorize John Henley Designs to perform the Service within 7

days of John Henley Designs's quote or estimate of the cost of such Services, Customer will pay to John Henley Designs storage charges as determined by John Henley Designs.

## 12. Shop Fee

12.1 Due to the hazardous nature of some waste and other products and to promote a clean and sustainable environment, John Henley Designs takes various measures to comply with applicable Environmental regulations, as well as with its own policies. John Henley Designs also incurs a wide range of Shop related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, and others. To help defray these and other costs, John Henley Designs assesses a Shop fee, plus applicable taxes, for certain services ("Shop Fee").

12.2 The Shop Fee is not a tax or government-mandated charge and is not designated for any particular use or placed in an escrow account. Rather, it is a charge that John Henley Designs collects and uses at its sole discretion.

12.3 Customer acknowledges the items indicated above and agrees to pay the Shop Fee.

## 13. Mutual Indemnification

13.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO SECTION 17, EACH PARTY (AS "INDEMNIFYING PARTY") WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND PERMITTED ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES, AND COSTS OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE INCURRED BY OR ALLEGED AGAINST INDEMNIFIED PARTY (COLLECTIVELY, "LOSSES") AS A RESULT OF (i) BREACH OR NON-FULFILLMENT OF ANY OBLIGATION, REPRESENTATION, WARRANTY, OR COVENANT UNDER THE WORK ORDER BY INDEMNIFYING PARTY; (ii) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY (INCLUDING RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THE WORK ORDER; OR (iii) PERSONAL INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY.

13.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, INDEMNIFYING PARTY IS NOT OBLIGATED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND INDEMNIFIED PARTY

FOR ANY LOSSES THAT RESULT FROM, IN WHOLE OR IN PART, INDEMNIFIED PARTY'S (i) NEGLIGENCE OR MORE CULPABLE ACT OR OMISSION (INCLUDING RECKLESSNESS OR WILLFUL MISCONDUCT); (ii) BAD FAITH FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS IN THIS WORK ORDER; OR (iii) USE OF THE SERVICES OR EQUIPMENT IN ANY MANNER THAT DOES NOT MATERIALLY CONFORM WITH THE USAGE SPECIFICATIONS PROVIDED BY JOHN HENLEY DESIGNS OR THE EQUIPMENT MANUFACTURER, AS APPLICABLE.

13.3 IN FURTHERANCE OF THE INDEMNITY PROVISIONS HEREIN, THE PARTIES EXPRESSLY AND SPECIFICALLY AGREE THAT THE FOREGOING OBLIGATIONS TO INDEMNIFY WILL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY FROM CLAIMS OR SUITS BY ITS OWN EMPLOYEES.

## 14. Termination

14.1 Either party may terminate this Agreement, effective upon written notice to the other party

("Defaulting Party"), if the Defaulting Party:

(a) breaches or fails to perform, observe, or keep any provision of these Terms and such breach is incapable of cure, or for a breach capable of cure, the Defaulting Party does not cure such breach within 14 days after receipt of written notice of such breach.

(b) becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing.

(d) is dissolved or liquidated or takes any corporate action for such purpose.

(e) makes a general assignment for the benefit of creditors; or

(f) has a receiver, trustee, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

## 15. Insurance

15.1 Customer will maintain and carry, at Customer's sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance, including all risks of loss



or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the Services, handling, transportation, maintenance, operation, possession, or use of the Equipment. In any event, Customer must have at least the following insurance coverage:

(a) commercial general liability (“CGL”) insurance with limits of insurance not less than \$1,000,000 per occurrence and \$2,000,000 million in the aggregate, including coverage for bodily and personal injury, property damage, and products and completed operations.

(b) property insurance for the full replacement cost of the Equipment, including coverage for “all risks” of loss or damage to the Equipment; and

(c) worker’s compensation insurance as required by law.

15.2 For any Services that are performed Offsite, John Henley Designs will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to:

(a) CGL with a minimum limit of \$1,000,000 per occurrence, plus a minimum of \$2,000,000 general aggregate limit; and

(b) worker’s compensation insurance as required by law.

15.3 Upon either party’s request, the other party will provide the requesting party with a certificate of insurance evidencing the insurance coverage specified above. The certificate of insurance must name the requesting party as an additional insured. The insured party will provide the requesting party with thirty (14) days’ advance written notice in the event of a cancellation or material change in the insured party’s insurance policy. Except where prohibited by law, the insured party will require its insurer to waive all rights of subrogation against the requesting party and the requesting party’s insurers.

## 16. Security Interest

16.1 Except as otherwise provided in the Work Order, in addition to such mechanics or similar liens as may be available to John Henley Designs under law, Customer grants to John Henley Designs a security interest and lien upon the Equipment to secure payment of all monies due under the Work Order.

16.2 The security interest shall be perfected by possession of the Equipment or, at John Henley Designs’s option, by filing a UCC financing statement. Customer irrevocably

appoints John Henley Designs as Customer's attorney in fact to execute and file such financing statements in the name of Customer.

16.3 Upon default by Customer in payment of any monies due under this Work Order, John Henley Designs

will have all the rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured creditor. Customer also grants to John Henley Designs all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver.

## 17. Limitation of Liability

17.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF JOHN HENLEY DESIGNS UNDER THE WORK ORDER, INCLUDING ANY LIABILITY ARISING FROM ITS COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE, OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, WILL NOT EXCEED THE TOTAL CHARGES PAID BY CUSTOMER UNDER THE WORK ORDER.

17.2 IN NO EVENT WILL JOHN HENLEY DESIGNS BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY FOR: (I) ANY LOSS, DAMAGE, OR INJURY CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, INCLUDING ITS OPERATION OR USE; (II) ANY LOSS OF USE, REVENUE, OR PROFIT, DIMINUTION IN VALUE, OR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SO ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) ANY LOSS, DAMAGE, OR INJURY DUE IN WHOLE OR IN PART TO CUSTOMER'S FAILURE TO MAKE EQUIPMENT AVAILABLE FOR SERVICE OR FAILURE TO AUTHORIZE RECOMMENDED SERVICES.

17.3 The limitations of liability above will not apply to the extent liability results from the gross negligence or willful misconduct of John Henley Designs or as otherwise prohibited by applicable law.

## 18. Order of Precedence

18.1 These Terms control over any other terms and conditions contained in Customer's purchase order or similar documents, and John Henley Designs rejects such other terms and conditions. If John Henley Designs signs Customer's purchase order or similar document, its signature is solely for the purpose of acknowledging the order; it being the express intent of the parties that these Terms govern all service transactions between the parties.

## 19. Forum; Jury Waiver

19.1 The federal and state courts in Grand County, Colorado, will have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED.

## 20. Miscellaneous

20.1 Any failure of a party to insist upon strict performance of any of the Terms will not be construed as a waiver of its right to demand strict compliance.

20.2 Customer has reviewed these Terms and waives any principle of law that would construe any provision against John Henley Designs as the drafter. Any rule of construction to the effect that ambiguities are resolved against the drafting party will not apply to the interpretation of the Work Order.

20.3 Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees, and other expenses John Henley Designs incurs in the collection of any charges or amounts due under the Work Order or in connection with the enforcement of the Terms.

20.4 Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information may include, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the Work Order.

Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with John Henley Designs, and for John Henley Designs to evaluate and improve its products and services and/or develop new products or services.

20.5 If any term or provision of the Work Order is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Work Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

20.6 Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Mutual Indemnification, and Limitation of Liability.

## 21. Force Majeure

21.1 No party will be liable or responsible to the other, nor will it be deemed to have defaulted under or breached any of its obligations under the Work Order, for any failure or delay in fulfilling or performing, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following Force Majeure Events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) pandemics, epidemics, or other viral outbreaks; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this agreement; (g) action by any governmental authority; (h) national, regional, state, or local emergency; (i) strikes, labor stoppages or slowdowns, or other industrial or supplier or supply chain disturbances; and (j) other events beyond its control.

21.2 The Impacted Party will give notice within 7 days of the Force Majeure Event to the other party, stating the time the occurrence is expected to continue. The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it, either party may terminate this Agreement upon 14 days' written notice