

1. **Delivery Delays.** Guidelines and/or restrictions imposed by federal, state, and/or local authorities, public health departments, and/or public health agencies due to COVID-19 including, but not limited to, reduced freight capacity for delivery; enforced operational shutdown; shutdown ordered by the government; travel restrictions; or import/export restrictions in the United States, Germany, the country, state, or region where the Buyer's site is located, and/or necessary transit countries, may result in a date of shipment after the date of shipment contained in our quotations and/or order acknowledgments. BMA America, Inc. will comply with all such imposed guidelines and/or restrictions and will not be liable to Buyer for any deliveries that are delayed as a result. Additionally, Buyer shall not have the right to claim liquidated damages for deliveries so delayed.
2. **Freight Charges.** Freight charges may be more at the time of shipment than the amount quoted in our quotations and/or order acknowledgments due to guidelines and/or restrictions imposed by relevant authorities, agencies, logistics companies, and freight carriers as a result of COVID-19. BMA America, Inc. will comply with all such imposed restrictions and/or issued guidance and Buyer shall be responsible for paying the freight charges as shown on the invoice.