

**NOTE: If Seller and Buyer have an existing Agreement that applies to this purchase order (either automatically per the terms of such Agreement, or upon reference to such Agreement in a purchase order or similar document), such Agreement will apply to this purchase order rather than the following terms and conditions. If no such other Agreement applies, the following terms and conditions will apply to this purchase order.**

GENERAL TERMS AND CONDITIONS OF PURCHASE

- " PLEASE ACKNOWLEDGE PROMPTLY.
- " SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS, CRATES AND PACKAGES.
- " PLEASE EMAIL OR FAX PRICE CHANGES BEFORE SHIPPING.

The General Terms and Conditions of Purchase attached hereto are hereby incorporated into and made a part of this Purchase Order.  
The amount paid by Buyer hereunder shall not exceed the amount listed above without the prior written approval of Buyer. (GOODS AND SERVICES)

SECTION I GENERALLY.

(1) These General Terms and Conditions of Purchase ( Terms and Conditions ) will apply to the attached Purchase Order into which these Terms and Conditions are incorporated ( Purchase Order ). Buyer objects to and rejects any provision additional to or different from the terms hereof that may appear in Seller s invoice, acknowledgement, confirmation, writing, or in any other prior or later communication from Seller to Buyer, unless such provision is expressly agreed to by Buyer in a writing signed by Buyer. Seller s commencement of performance hereunder shall in all cases constitute Seller s unqualified and unconditional acceptance of the Terms and Conditions of the Purchase Order, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the specific provisions contained in the Purchase Order, the specific provisions contained in the Purchase Order shall control. For the purposes of these Terms and Conditions, the term Services shall refer to the services listed on the Purchase Order, and the term Goods shall refer to the goods listed on the Purchase Order as well as all equipment or other materials provided in connection with any Services. Terms not defined herein shall have the meanings set forth in the Purchase Order.

SECTION I GOODS. The following shall apply to the sale of all Goods from Seller to Buyer:

- (2) DELIVERIES: (a) Delivery of the Goods shall be at the time(s) and place(s) specified in the Purchase Order.
- (b) Buyer shall have the right, at any time, to make changes in plans, drawings or specifications, packaging, time or place of delivery, or method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, a party may send a written claim for any adjustment in price resulting from the change(s). Seller waives any claim by Seller for adjustment if such claim is not received in writing by Buyer within the earlier of ten (10) days after the date upon which Seller receives Buyer s changes or the date of delivery. Buyer s claims for adjustment shall be deemed agreed to by Seller unless Buyer receives Seller s objection thereto within the earlier of ten (10) days after the date of such claim or the date of delivery.
- (c) If Goods are shipped or received in advance of schedule, Buyer may, at its sole option, return such Goods to Seller, at Seller's cost, risk and expense. If delivery of Goods is expected to be delayed, Seller will promptly notify Buyer (of the cause and expected duration of such delay) and will take all reasonable steps, at Seller s cost and expense, to expedite delivery thereof.
- (d) Any delay in delivery that is longer than five (5) days shall entitle Buyer, at its sole option, and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity, to terminate the Purchase Order on two (2) days written notice.
- (e) In its preparation of the transportation of the Goods, Seller shall clearly state, in each bill of lading, packing sheet, package or container, Buyer s Purchase Order number and other information requirements as specified in the Purchase Order. No charges will be allowed for packing, crating or cartage except as specified in the applicable Purchase Order.
- (f) If at any time or for any cause whatsoever, Seller is unable to fulfill the terms and conditions of the Purchase Order, Seller shall provide Buyer an option, to be exercised in Buyer's sole discretion, to (a) receive a pro-rata portion of the Goods Seller has on hand at the time it discovers its inability to perform or (b) terminate all or part of the remaining portion of the Purchase Order. Unless otherwise agreed in writing, any pro-rata portion of Goods shipped to Buyer shall be in the same proportion as the Purchase Order volume bears to the total Goods volume Seller has then contracted to sell. The exercise by Buyer of either option noted above shall not prejudice Buyer's rights to damages in connection with any undelivered portion of the Goods.
- (3) TITLE/RISK OF LOSS: Title, risk of loss and risk of contamination of Goods will pass to Buyer after the Goods are unloaded or discharged at the delivery place specified in the Purchase Order. At such time as the title of the Goods passes to Buyer, the Goods shall be deemed delivered to Buyer. Seller hereby assumes all risk and liability (regarding the Goods) arising prior to delivery to Buyer, and Buyer shall not be liable to Seller or others for any loss or damage to persons, property or the environment arising out or related to any Goods prior to their delivery to Buyer.
- (4) INSPECTION/REJECTION OF GOODS: All Goods shall be received subject to Buyer's inspection and rejection. If Buyer finds any of the Goods to be defective in material or workmanship, or otherwise not in exact conformity with any warranty, specifications or the requirements hereof, Buyer, in addition to any other rights which Buyer may have under warranties or otherwise, may, at its sole election, reject such Goods. Rejected Goods shall not be replaced by Seller without prior written authorization by Buyer, and Buyer, in its sole discretion, may obtain replacement Goods from another supplier. Rejected Goods will be held at Seller's risk for a reasonable time, to be returned or disposed of by Buyer at Seller's timely written instruction and at Seller's sole cost and expense. If, within five (5) days after rejection of the Goods, Buyer is not provided written instructions by Seller regarding disposition of rejected Goods, Buyer may (i) return such Goods at Seller s cost and expense or (ii) sell such Goods at the best price it can obtain (such determination shall be in Buyer's sole discretion), and credit the proceeds therefrom to Seller's account, less Buyer's costs and expenses of sale, including a reasonable commission not to exceed ten percent (10%). Payment by Buyer for Goods prior to inspection shall in no event constitute an acceptance of such Goods. Buyer's right to reject nonconforming Goods applies to all deliveries under the Purchase Order, whether or not they are in separate lots, whether or not the nonconformity substantially impairs the value of that installment, or whether or not the nonconformity with respect to one or more

installments substantially impair the value of the whole Purchase Order, and regardless of location or passing of title to the nonconforming Goods. The foregoing rights shall be cumulative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity.

(5) WARRANTY: (a) Seller warrants and covenants the following: (i) the Goods shall conform to the specifications referred to in the Purchase Order and shall be of merchantable quality and free from defect in design, material and workmanship; (ii) the Goods will conform to any statements or representations made to Buyer, or appearing in Seller's literature or advertisements; (iii) the Goods will be safe and appropriate for the purpose for which goods of that kind are normally used; (iv) Seller will deliver good and marketable title to the Goods and the Goods shall be delivered free of liens or encumbrances; and (v) Seller has complied in all respects with all laws applicable to the manufacture, transportation and delivery of the Goods.

(b) Seller shall cause all warranties by suppliers of goods or services applicable hereunder to be assigned to Buyer and shall take all measures which Buyer considers necessary or desirable to assure that Buyer timely receives the full benefit of all such warranties, regardless of whether they are assignable. Seller shall provide Buyer true copies of all such warranties.

(c) Unless otherwise specifically agreed to by the parties, all warranties of Seller hereunder shall be for the lesser of Twelve (12) months from the date of installation or Eighteen (18) months from the date of purchase.

SECTION II SERVICES. The following shall apply to the provision of all Services from Seller to Buyer:

(6) PROVISION OF SERVICES: Seller shall perform the Services as follows:

(a) in a workmanlike manner using qualified, efficient and careful workers;

(b) in accordance with all plans, drawings, and specifications provided by Buyer;

(c) in compliance with all applicable laws; and

(d) otherwise in accordance with the Purchase Order and these Terms and Conditions.

(7) SPECIFICATIONS: Buyer shall have the right, at any time, to make changes in any plans, drawing or specifications or the timing of the Services. If any such changes cause an increase or decrease in the cost, or the time required for performance, a party may send a written claim for any adjustment in price resulting from the change(s). Seller waives any claim by Seller for adjustment if such claim is not received in writing by Buyer within the earlier of ten (10) days after the date upon which Seller receives Buyer's changes or the date of delivery. Buyer's claims for adjustment shall be deemed agreed to by Seller unless Buyer receives Seller's objection thereto within the earlier of ten (10) days after the date of such claim or the date of delivery.

(8) WARRANTY: (a) Seller warrants and covenants that, for a period of 12 months after the Services are provided, the Services shall conform to all requirements of these Terms and Conditions. If during such 12-month period Buyer becomes aware that the Services do not conform to these requirements, Buyer shall have the option, in addition to any other right at law or equity, to have Seller re-perform the Services at no additional cost to Buyer.

(b) Seller shall cause all warranties by suppliers of Goods or Services applicable hereunder to be assigned to Buyer and shall take all measures which Buyer considers necessary or desirable to assure that Buyer timely receives the full benefit of all such warranties, regardless of whether they are assignable. Seller shall provide Buyer true copies of all such warranties.

(9) INDEMNITY: To the fullest extent permitted by law, Seller shall defend, protect, indemnify and hold Buyer, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Goods and/or Services, including, without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Seller, its subcontractors, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Section for Claims/Liabilities resulting from the sole negligence of Indemnitees. Seller's obligations under this Section shall survive the termination, revocation or expiration of this Purchase Order.

(10) INSURANCE: Seller, at its own expense, shall carry insurance covering its activities hereunder, and shall require its sub-consultants, if any, to carry insurance covering their activities hereunder, of not less than the following kinds and amounts:

(a) Worker's Compensation and Employers Liability Insurance, as prescribed by applicable law.

(b) Comprehensive General Liability insurance, including completed operations, blanket contractual liability and contingent Employer's liability with a combined single limit of \$3,000,000 for each incident for bodily injury, death or property damage.

(c) Automobile Public Liability insurance covering all owned and non-owned automotive units with bodily injury, death or property damage liability for third parties with a combined single limit of \$3,000,000 for each occurrence.

At Company's request, Seller shall furnish Buyer with certificates setting forth the required insurance coverage.

(11) EQUIPMENT/UNSAFE CONDITIONS: Buyer may reject any rail cars, trucks, transports, pipelines, barges, vessels, containers or storage presented for loading/unloading/transfer of Goods, which would present, in its sole discretion, an unsafe or potentially unsafe situation. Buyer may refuse to unload, transfer or handle any Goods under any conditions which it deems, in its sole discretion, unsafe or potentially unsafe, including any conditions caused by Goods, drivers, personnel, equipment, procedures and/or adverse weather conditions.

SECTION III GOODS AND SERVICES. The following shall apply to the sale of all Goods and the provision of all Services from Seller to Buyer:

(12) PRICE: Seller represents that the price or prices specified in the Purchase Order do not exceed the current selling price for the same or substantially similar goods or services to any other purchaser, taking into account the quantity under consideration.

(13) TERMS OF PAYMENT: Interest may be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to 12% per annum, from the twentieth (20th) day after such payment is due until paid in full. All payments shall be made in the currency listed in the Purchase Order. If the payment due date is a day other than a business day, Buyer shall make such payment on the next business day after such due date.

(14) SET-OFF: Buyer reserves the right, at any time, to Set-off against any amount that Buyer (or any of its affiliates) owes to Seller (or any of its affiliates) under the Purchase Order or any other agreement between or among any such parties. Set-off means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which Buyer is entitled (whether arising under the Purchase Order, another agreement, applicable law, or otherwise) that is exercised by Buyer.

(15) DEFAULT: In addition to the remedies otherwise set forth herein, upon (y) the failure of Seller to perform any other obligation in the Purchase Order (including any breach of a warranty) and such failure is not excused or cured within two (2) business days after written notice thereof or (z) the occurrence of a Bankruptcy Event, then Buyer, in its sole discretion and without prior notice to Seller, may do any one or more of the following: (a) suspend performance under the Purchase Order or any other agreement between Buyer and Seller; and/or (b) terminate the Purchase Order, or any part of it, or any other agreement between Buyer and Seller, whereby any and all obligations of Seller including payments or deliveries due, will, at the option of Buyer, become immediately due and payable or deliverable, as applicable. The foregoing specific rights, which shall specifically include specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity. In addition, Buyer shall be entitled to recover from Seller all court costs, attorneys' fees and expenses incurred by Buyer in connection with Seller's default. Bankruptcy Event means the occurrence of any of the following events with respect to Seller or its affiliates: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

(16) TERMINATION/SUSPENSION: (a) Buyer reserves the right to terminate this Purchase Order, or any part of it, for Buyer's sole convenience, upon written notice to Seller.

(b) If the Goods are manufactured or fabricated to Buyer's unique specifications and specifically prepared for Buyer pursuant to a Purchase Order (collectively, Specialty Goods), Seller shall stop all work hereunder immediately following a termination by Buyer, and Seller shall immediately terminate all suppliers' and subcontractors' contracts for performance hereunder. In full compensation for termination under this Section and only in the case of Specialty Goods, Buyer shall pay Seller a reasonable termination charge. Unless otherwise set forth in the Purchase Order, such termination charge shall be equal to a percentage of the price of the Specialty Goods (as shown in the applicable Purchase Order) reflecting the percentage of the work performed prior to the notice of termination, plus reimbursement of reasonable, actual direct costs resulting from termination; provided, however, the sum of such termination charge, plus payments previously made by Buyer, shall in no event exceed the total purchase price under the applicable Purchase Order. Seller shall not be paid for the following: (i) any work done after receipt of such notice of termination, (ii) any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided; and (iii) any costs incurred by Seller for any goods for which Buyer has not issued a Purchase Order. In performing hereunder, Seller shall not act in anticipation of a notice of termination, without prior written authorization from Buyer. Notwithstanding the above, in no event, shall Buyer pay any termination charges for standard stock merchandise or catalog items that are new and in saleable condition.

(c) Upon Buyer's written request, and upon expiration or other termination of the Purchase Order; Seller shall: (i) preserve, protect, and if so requested, transfer title to and deliver to Buyer, materials on hand and work in progress, both in Seller's and in its suppliers' plants or other facilities, and intellectual property (including licenses) purchased by Buyer, and (ii) transfer to Buyer all applicable government permits.

(d) Following termination, Seller shall be entitled for payment for all Services rendered prior to Buyer's notice of termination.

(17) FORCE MAJEURE: (a) Force Majeure. If because of Force Majeure, Buyer is unable to carry out any of its obligations hereunder (other than for Buyer's obligation to pay Seller for Goods and Services provided hereunder), then the obligations of Buyer shall be suspended to the extent made necessary by and during such Force Majeure's continuance. The term "Force Majeure", as used herein, means any cause not reasonably within the control of Buyer, and shall include the following: (i) physical events such as acts of God, disease, plague, landslides, lightning, earthquakes, fires, storms such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of equipment or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage; (iv) acts of others such as riots, sabotage, insurrections or wars; (v) compliance with any law, statute, ordinance, regulation, policy, order or request of any federal, state, provincial or local government unit, or any officer, department, agency, or committee thereof (except to the extent such order or request arises from Seller's failure to comply with applicable law); and (vi) any other event or contingencies of like or different character beyond the reasonable control of Buyer, that, in each case, interferes with the ability of Buyer to perform its obligations hereunder.

(b) Notice. If Buyer's performance is prevented by Force Majeure, it will provide notice to Seller. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Delay or failure to give notice herein shall not prevent Buyer from claiming its performance is excused by Force Majeure, unless such delay or failure has adversely affected Seller.

(c) Consequences. Upon providing written notice of Force Majeure to Seller, Buyer will be relieved of its obligations under the Purchase Order, from the onset of the Force Majeure event and for the duration of Force Majeure. Buyer may terminate the Purchase Order if Force Majeure lasts for more than thirty (30) consecutive days.

(18) **GOVERNING LAW:** The Purchase Order and its execution, performance, interpretation, construction and enforcement shall be governed by the law, both procedural and substantive, of the State of Kansas, without regard to its conflicts of law rules. Any action or proceeding between Buyer and Seller relating to the Purchase Order shall be commenced and maintained exclusively in the State or federal courts in Wichita, Kansas, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE PURCHASE ORDER.

(19) **ASSIGNMENT:** The rights and duties under the Purchase Order are not assignable or transferable by Seller, in whole or in part, by operation of law or otherwise, without the express written consent of Buyer. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Purchase Order and shall permit Buyer, in addition to any other rights which it may have, to terminate the Purchase Order.

(20) **NOTICE:** All notices, consents, communications or transmittals under the Purchase Order shall be in writing and shall be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within two (2) business days if mailed by Canada Post or United States mail as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Purchase Order. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported promptly by Seller to Buyer and Seller shall promptly remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed in writing by Buyer.

(21) **TAXES:** Seller shall pay all taxes, duties, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") which may now or hereafter be imposed on or with respect to (a) the Goods at or prior to title and risk of loss passing to Buyer, and (b) the Services. If Buyer is required to remit or pay Taxes that are Seller's responsibility hereunder, Seller shall reimburse Buyer for such Taxes within ten (10) days of notice hereunder.

(22) **ENTIRE AGREEMENT; AMENDMENT; WAIVERS:** The Terms and Conditions, together with the Purchase Order into which they are incorporated, shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between Seller and Buyer concerning the subject matter hereof. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Purchase Order; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Seller and Buyer. No waiver by Buyer of any breach of any terms, conditions or obligations under the Purchase Order shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations hereunder.

(23) **ACCESS TO BUYER'S FACILITIES:** If and to the extent that the Goods or Services provided hereunder are to be delivered or provided at any Buyer facility, Buyer shall have the right to require the execution of an Access Agreement prior to granting Seller, its contractors, or its agents access to such facility. Seller agrees that it, and its contractors and agents, will comply with all of Buyer's safety rules and regulations when they are at Buyer's facility in connection with the performance of the Purchase Order.

(24) **HAZARDOUS PRODUCTS/HAZMAT LAWS:** (a) If and to the extent Seller loads, unloads or ships hazardous products (as designated in accordance with Part II of the Hazardous Products Act, as amended from time to time) or hazardous materials (as designated in accordance with 49 C.F.R. Parts 100-185, as amended from time to time), then Seller hereby warrants that all such products or materials shall be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable laws, rules, regulations, orders, and other requirements of federal, provincial or state and local governments and agencies thereof, regarding the handling and transportation of such products or materials, and Seller shall indemnify and defend Buyer, its agents, contractors, and employees from all liability of whatever nature (including attorneys' fees and expenses) to which they may become subject as a result of Seller's failure to comply therewith.

(b) Seller shall be responsible for all hazardous products and materials, including the disposal thereof, resulting from the manufacturing of the Goods and the provision of the Services.

(25) **TOOLING AND PROPRIETARY RIGHTS:** All tooling (including patterns, fixtures or jigs) created for purposes of the Purchase Order shall be the property of Buyer. Seller hereby assigns to Buyer all rights, title and interest in any drawings, designs, specifications, models, perspectives, software or other intellectual property, including, but not limited to, copyrights, patents, trademarks and trade secrets, created or to be created under the Purchase Order or in connection with any Services. Seller grants to Buyer and its affiliates a nonexclusive, royalty-free, worldwide, perpetual right and license to use, make, sell, offer for sale, import or export any product or process in any field, which incorporates or is based on Goods or Services to be provided to Buyer under this Agreement. Seller hereby represents, warrants and covenants that it has not infringed or misappropriated and that it shall not infringe or misappropriate: (i) any patent covering Goods or Services or use or sale thereof, or any method embodied in or resulting from the Goods or Services, or (ii) any copyright, trademark, trade secret or, without limitation, other proprietary right with respect to the Goods or Services. Seller agrees to indemnify, defend and hold harmless Buyer from and against all claims, liabilities, losses, damages, penalties, expenses and/or other harm arising from any actual or alleged claim that the Goods or Services and/or the use and/or sale of the Goods or Services by Buyer or its customers infringes, or misappropriates, any patent, copyright, trademark, trade secret and/or other proprietary right. Such obligation shall survive the acceptance of the Goods and Services and payment therefore by Buyer.

(26) **AGENTS:** Buyer may designate certain of its affiliates to act, from time to time, as its agent for the sole purpose of soliciting sellers of Goods or Services. Said agent shall not, however, have the authority to bind or otherwise obligate Buyer regarding the purchase of Goods or Services. All contracts for the purchase of Goods or Services must be signed by a duly appointed representative of Buyer.

(27) **INTERNATIONAL TRANSACTIONS:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions under the Purchase Order. If specifically noted in the Purchase Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference, except to the extent that any such provisions are contrary to or inconsistent with any of the terms of the Purchase Order.

(28) **ELECTRONIC TRANSACTIONS:** The Purchase Order and Terms and Conditions may be digitally copied and stored on computer tapes and disks (the Imaged Agreement). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

(29) **COMPLIANCE:** Seller shall comply fully with all applicable laws and regulations in its performance of the Purchase Order and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach of the preceding sentence shall constitute cause for immediate termination of the Purchase Order. Neither Buyer nor Seller shall be required to take or refrain from taking any action impermissible or penalized under any applicable laws.

(30) **INDEPENDENT CONTRACTORS:** Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship

with respect to the transactions contemplated under the Purchase Order or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Purchase Order or otherwise at law.

(31) NO THIRD-PARTY BENEFICIARIES: The Purchase Order is solely for the benefit of, and shall inure to the benefit of, Buyer and Seller, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.

(32) SEVERABILITY: The invalidity or unenforceability of any provision of the Purchase Order shall not affect the validity or enforceability of its other provisions.

(33) CONFIDENTIALITY: All information that Seller acquires from Buyer hereunder, directly or indirectly, and all information that arises out of the sale of the Goods or Services hereunder, concerning such Goods, Services, and/or proprietary processes involved, including without limitation, information concerning Buyer's current and future business plans, information relating to Buyer's operations, know-how, and other Buyer-furnished information shall be deemed Buyer's "Proprietary Information." Seller (a) shall hold Buyer's Proprietary Information in strictest confidence, (b) shall not disclose it to others, (c) shall use it solely for purposes of this Purchase Order and (d) shall, upon Buyer's request, either promptly deliver to Buyer all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Buyer's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of this Purchase Order.

(34) MISCELLANEOUS: The captions and section headings set forth in the Purchase Order and Terms and Conditions are used for convenience only and shall not be used in defining or construing any of the terms and conditions set forth in the Purchase Order and the Terms and Conditions. The term "days", as used herein, shall mean actual days occurring, including, Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "business days" shall mean days other than Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "including" (or any variation thereof) means including, without limitation, and shall not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender shall be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require.

[End of General Terms and Conditions of Purchase]

Updated May 2019