

PURCHASE ORDER

TERMS AND CONDITIONS

These Terms and Conditions (these "Terms") are expressly made a part of and incorporated into each Purchase Order.

1. APPLICABILITY OF TERMS

- a. These Terms govern the purchase of Goods from Seller by the Buyer or the provision of Services by Seller for Buyer according to the Purchase Order. The Purchase Order and these Terms comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. 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 these Terms of the Purchase Order, including these Terms. In the event of a conflict between these Terms 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, 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.
- b. These Terms prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted its sales confirmation or such terms. **UNDER NO CIRCUMSTANCES WILL SELLER'S COMMERCIAL TERMS AND CONDITIONS ON ANY PROPOSAL, BID, QUOTATION, DELIVERY TICKET, SHIPPING FORM, REVISION OR INVOICE (WHETHER PRINTED THEREON OR ATTACHED THERETO OR OTHERWISE INCORPORATED BY REFERENCE THEREIN) BE BINDING ON BUYER OR BECOME PART OF THE PURCHASE ORDER. NOTICE IS HEREBY GIVEN THAT ANY SUCH ADDITIONAL TERMS AND CONDITIONS ARE UNACCEPTABLE AND DO NOT FORM PART OF THE PURCHASE ORDER.**

2. PRICE.

- a. Buyer shall pay the purchase price stated on the Purchase Order as full consideration for the Goods and/or Services. Unless explicitly stated, the purchase price is inclusive of all taxes, charges, installation and other fees and expenses. No increase in the purchase price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior express written consent of Buyer through a duly-executed Change Order.
- b. Buyer reserves the right, at any time, to set-off against any amount that Buyer owes to Seller 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.

3. PAYMENT TERMS.

- a. Buyer shall make full payment of the purchase price, in the time frame specified in the Purchase Order, subject to any applicable discounts for late delivery or breach of warranty as set forth herein. If Buyer disputes any payment, in whole or in part, Buyer will timely pay any undisputed portion and will endeavor to notify Seller in writing of the dispute within the time required for payment. However, failure to provide notice within that time frame does not waive Buyer's right to dispute the invoice at any time. Buyer's failure to pay amounts disputed by written notice (whenever provided) does not constitute a default of Buyer's payment obligations.
- b. Without prejudice to any other right or remedy it may have, Buyer shall be entitled to set off at any time any amounts owed by Seller to Buyer against any amounts payable to Seller.

4. SHIPPING TERMS.

- a. Shipping shall be made in accordance with the terms on the Purchase Order and herein. Freight terms or shipping obligations, including on a Bill of Lading, that are inconsistent with the provisions of these Terms have no bearing on the passage of title or risk of loss. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Seller will notify Buyer when the Goods are ready for shipment and provide Buyer with proof of adequate insurance to cover the Goods while in transport to the Delivery Point.
- b. Unless otherwise specified, the Goods that Seller sells to Buyer shall be (i) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice for the intended transportation mode, or, if different, the manufacturer's recommendations; (ii) acceptable to common carriers for shipment; and (iii) adequate to insure safe arrival at the named destination.
- c. If appropriate for the Goods, Buyer will notify Seller at time of Purchase Order placement of Buyer's designated carrier and whether transportation will be via air, surface or sea. Buyer reserves the right to modify the carrier(s) and routing to be used, upon notice to Seller, providing the carrier(s) or routing specified does not increase Seller's cost.

5. TIME AND DELIVERY.

- 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 excepted 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 of Goods 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. In addition, in the event that Seller fails to deliver the Goods within fifteen (15) days of the delivery date but Buyer accepts delivery, Buyer shall deduct ten percent (10%) of the total purchase price of the Goods.
 - 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.
 - g. Seller shall deliver all Goods to the address specified in the Purchase Order during Buyer's normal business hours or as otherwise instructed by Buyer.
 - h. 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.
 - i. 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.
 - j. 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. 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.
- 6. ACCEPTANCE, INSPECTION/REJECTION OF GOODS.** All Goods shall be received subject to Buyer's inspection and rejection. Buyer shall have the opportunity to inspect the Goods, and the Goods shall comply with and completely pass reasonable use and testing before the Goods are deemed accepted by Buyer, as determined solely by Buyer. 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. Payment for the Goods shall not constitute an acceptance.
- 7. RISK OF LOSS.** Risk of loss shall pass to Buyer at the time that conforming Goods to the Purchase Order are actually received and accepted by Buyer.
- 8. TITLE TO GOODS.** Seller warrants that it can convey to Buyer good and marketable fee title to the Goods and that such Goods are not subject to any liens, levies or any encumbrances whatsoever. Seller has full authority to transfer ownership of the Goods to Buyer. Seller will provide Buyer with all documentation, reports, drawings or instruction manuals in its possession or that are available for the Goods. Complete legal and equitable title to all or a portion of said Goods shall pass to Buyer at the earlier of (a) the date the Goods are received and accepted by Buyer or Buyer's agent, or (b) the date payment for all or such portion of said Goods is made. Said transfer of title shall in no way affect Buyer's rights as set forth in other provisions of the Purchase Order. Notwithstanding the transfer of title, Seller's responsibility for loss or damage to the Goods shall be determined in accordance with Section 7.

9. SERVICES.

- a. Performance of Services related to the purchase of Goods shall be at the time(s) and place(s) specified in the Purchase Order. Buyer shall have the right, at any time, to make changes in any plans, 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. 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. Any delay in performance of Services caused by Seller 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.
- b. THE FULLEST EXTENT PERMITTED BY LAW, SELLE R SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AFFILIATES AND ITS AND THEIR SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND CONTRACTORS ("BUYER GROUP") FROM AND AGAINST ANY AND ALL DEMANDS, ACTIONS, CLAIMS, CAUSES OR RIGHTS OF ACTION, LIABILITIES, LOSSES, COSTS, EXPENSES, OR DAMAGES OF ALL KINDS AND DESCRIPTIONS INCLUDING BODILY INJURY, PERSONAL INJURY (UNDER WORKERS COMPENSATION LAWS OR OTHERWISE, ILLNESS, DEATH, PROPERTY DAMAGE, AND INCLUDING PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, GENERAL OR SPECIAL DAMAGES, LOST PROFITS, SPECIFIC PERFORMANCE, LIENS, PRIVILEGES, AND OTHER ENCUMBRANCES OF ALL KINDS AND DESCRIPTIONS, OBLIGATIONS REASONABLE ATTORNEYS' FEES, EXPERT FEES, COSTS SETTLEMENTS, REGULATORY PROCEEDINGS, CITATIONS, ORDERS, DECREES, TAXES, FINES, PENALTIES, INTEREST AND ALL OTHER OBLIGATIONS AND PROCEEDINGS WHATSOEVER ("CLAIMS"), TO THE EXTENT CAUSED BY, OR ARISING OUT OF, ANY INTENTIONAL MISCONDUCT, OR NEGLIGENT, OR GROSSLY NEGLIGENT, ACT OR OMISSION OF SELLER AND ITS SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND CONTRACTORS.
- c. Seller and its contractors must (A) comply with all applicable health and safety laws and governmental regulations; (B) complete all training required by Buyer; (C) conform with, and ensure conformance by all its employees, subcontractors, and agents with, all applicable Buyer health and safety policies and procedures.

10. WARRANTIES.

- a. Goods Warranty.
 - i. Seller represents and warrants to Buyer that all Goods furnished under the Purchase Order will. (i) be merchantable; (ii) perform strictly in accordance with the requirements of the Purchase Order, including the description of the Goods set forth by Seller; (iii) conform to the specifications and descriptions in Seller's most recent quotation or other documentation; (iv) not require excessive maintenance or cause downtime; (v) be new and free from defects in material, workmanship, and design; (vi) be merchantable and fit for the purpose for which similar Goods are sold (vii) be new and free from defects in design, material and workmanship and be fully functioning; (viii) be safe for its intended use; (ix) be free and clear of all liens, security interests or other encumbrances; (x) not infringe or misappropriate any third party's intellectual property rights; (xi) conform the Purchase Order; and (xii) comply with all applicable laws, rules, orders or regulations.
 - ii. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, any Goods provided by Seller in breach of these warranties may at any time within eighteen (18) months after delivery and acceptance by Buyer (the "Warranty Period) be returned at Seller's expense and Seller shall fully refund the purchase price of the Goods. In addition, Seller shall, at Buyer's sole option and discretion, require the Seller to. (i) repair or replace the Goods at no cost to Buyer; (ii) remove the Goods at Seller's expense and refund to Buyer all payments made, without interest; (iii) refund to Buyer all payments made and continue to allow Buyer to use the Goods without charge until Buyer installs replacement Goods and that replacement press is fully operational; or (iv) discount the purchase price of the Goods to a price mutually agreed upon by Buyer and Seller.
 - iii. Should any part of the Goods be repaired or replaced pursuant to this Section, such repaired or replacement part shall be warranted for an additional period of one (1) year from time of such repair or replacement or to the end of the original Warranty Period, whichever is later. All repairs, replacements, modifications, or adjustments required to the good under these Terms shall be at Seller's sole cost and expense, and Seller shall bear all expenses related to the warranty work.
- b. Services Warranty.
 - i. Seller shall perform the Services in a workmanlike manner using qualified, efficient and careful workers; in accordance with all specifications provided by Buyer; in compliance with all applicable laws; and otherwise in accordance with the Purchase Order and these Terms.
 - ii. 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. 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.
- c. The warranties set forth in these Terms are cumulative and in addition to any other warranty provided by law or equity.

11. INSURANCE.

- a. 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.
 - i. Worker s Compensation and Employers Liability Insurance, as prescribed by applicable law.
 - ii. Comprehensive General Liability insurance, including completed operations and products liability, blanket contractual liability and contingent Employer's liability with a combined single limit of \$1,000,000 for each incident for bodily injury, death or property damage.
 - iii. 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 \$1,000,000 for each occurrence.
 - iv. Excess liability with a limit of \$5,000,000.
 - v. If required by Buyer, Pollution insurance.

- b. At Buyer's request, Seller shall furnish Buyer with certificates setting forth the required insurance coverage.
- 12. CODES, LAWS AND REGULATIONS.** Seller, its Goods, and all persons furnished by Seller shall fully comply with all applicable federal national, provincial, state, and local laws, codes, rules and regulations. Any provision required to be included in these Terms by any such Laws shall be deemed to be included herein.
- 13. 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.
- 14. 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.
- 15. 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 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.
- 16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE GOODS ARE DELIVERED OR THE SERVICES ARE PERFORMED, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. EXCLUSIVE VENUE FOR ANY LITIGATION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT IS IN THE APPROPRIATE COURT OF THE COUNTY OR PARISH WHERE THE GOODS ARE DELIVERED OR THE SERVICES ARE PERFORMED. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY, ANY CHALLENGE TO PERSONAL JURISDICTION OR VENUE (INCLUDING A CHALLENGE BASED ON INCONVENIENCE) IN THE IDENTIFIED COURTS, AND SPECIFICALLY CONSENT TO THE JURISDICTION OF THE APPLICABLE COURTS IDENTIFIED HEREIN.**
- 17. ASSIGNMENT.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under a Purchase Order without the prior written consent of Buyer. Any purported assignment or delegation by Seller in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.
- 18. AMENDMENTS, WAIVER.** Only the Buyer has authority to agree to amendments to the Purchase Order, and no waiver or modification by Buyer of any of the provisions of the Purchase Order is effective unless explicitly set forth in writing and signed by the duly-authorized representative of Buyer identified on the Order form. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. All rights and remedies provided in these Terms 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.

- 19. SEVERABILITY.** If any term or provision of the Purchase Order is illegal, invalid, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Purchase Order and the remaining portions of the Purchase Order shall remain binding and enforceable.
- 20. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUYER AND ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS AGREEMENT EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S LIABILITY FOR ANY DAMAGES HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE GOODS SET FORTH ON THE PURCHASE ORDER.
- 21. UCC APPLICATION.** To the extent not addressed herein, the terms of the Uniform Commercial Code, as adopted by the State of Texas will apply to the Purchase Order and these Terms.
- 22. 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.
- 23. 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.

SHIPPING INSTRUCTIONS.

Ship to.	5181 WILDCAT STREET ST. JAMES, LA 70086	Include the following information on the packing slip / delivery slip.	
Attention (YCI Representative).	YCI Warehouse Tech: Tiffany Louque	Purchase Order #.	
Telephone		Project Name.	YCIM1
Other Freight Terms.			
Agreed Delivery Date.		Delivery Point and Terms.	
Ship Via.		FOB, Buyer's Ship to Address	

Note. If delivery is by other than supplier truck, transport carrier's name, contact information and waybill or tracking number must be provided by email to the YCI representative.

TERMS OF PAYMENT AND INVOICING INSTRUCTIONS

1. Payment Terms. Net 45 after receipt of a correct invoice and supporting documents.
2. Invoices shall be submitted by email to YCI Finance and Accounting at KAESAPMAXInvoices@lichind.com.
3. All invoices must be accompanied by a packing slip / delivery slip signed a YCI Representative.
4. All invoices must include
 - a. The full Project Name,
 - b. Purchase Order #,
 - c. YCI Cost Code, and
 - d. Seller's tax ID #
 - e. Terms of Payment.

Invoice To.	YCI METHANOL ONE, LLC. KAESAPMAXInvoices@kochind.com		
	4111 E. 37TH STREET NORTH	Project Name.	YCIM1
	WICHITA, KS 67220	Purchase Order #.	
Attention.	YCI Finance and Accounting	YCI Cost Code #.	