

## ALBAR INDUSTRIES, INC. STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.
- 1.2. "Agreement" means the master terms agreement, long term agreement, subcontract, or other agreement that references these Terms and Conditions, and pursuant to which Orders are issued to Seller.
- 1.3. "Buyer" means Albar Industries, Inc. or the Affiliate that places an Order referencing these Terms and Conditions, and any successor or assignee of Buyer.
- 1.4. "Buyer's Customer" means the ultimate owner, lessee, or operator of the Goods and includes the purchaser of an end product incorporating the Goods and/or Services provided by Seller under the Order.
- 1.5. "Delivery Date" means the date of delivery for Goods and Services as specified in an Order and/or by the Delivery System.
- 1.6. "Goods" means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such Services as are necessary and incidental to the delivery of Goods under any Order. For clarity, Goods for which the Buyer has made changes to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
- 1.7. "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, test reports, test data, and instructions.
- 1.8. "Order" means a Purchase Order, as defined in section 1.10 herein.
- 1.9. "Party" or "Parties" means Buyer and/or Seller, individually or collectively, as the context requires.
- 1.10. "Purchase Order" or "Order" means a paper or electronic document sent by Buyer to Seller, or where provided for in an Agreement, an entry on a Buyer web site, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, or other authorization or Order, and including Change Orders (as defined in Sections 3.1 and 3.2, below).
- 1.11. "Seller" means the legal entity providing Goods and Services or otherwise performing work pursuant to an Order.
- 1.12. "Services" means any effort performed by Seller necessary or incidental to the delivery of Goods, including design, engineering, installation, repair and maintenance. The term "Services" shall also include any effort required by an Order.
- 1.13. "Specifications" means all requirements with which Goods and Services and performance hereunder must comply, including, without limitation, drawings, instructions and standards, on the Buyer's web site, Buyer's Customer's web site or elsewhere, as such requirements are specified and/or referenced in Orders, as such requirements are modified from time to time by Buyer or Buyer's Customer.
- 1.14. "Terms and Conditions" means this document, The Albar Industries Standard Terms and Conditions, regardless of whether modified or unmodified by the Parties, and includes all terms and conditions, express or implied, required by Buyer's Customer.

### 2. OFFER AND ACCEPTANCE AND TERMS OF ORDER

- 2.1. Each Purchase Order issued by Buyer is an offer to Seller for the purchase of Goods and/or Services, and includes and is governed by the express terms contained on the Order, these Terms and Conditions, the terms and conditions contained in any addendum or supplement to the Order, any supplier manual provided by Buyer to Seller, all documents supplied by Buyer's Customer, and other documents incorporated by reference in the Order or in these Terms and Conditions.
- 2.2. The first occurring expression of acceptance of the Order by Seller, including Seller's (i) written acceptance, (ii) commencement of work on the Goods subject to the Order, (iii) shipment of Goods, (iv) commencement of performance of any portion of the Services subject to the Order, (v) failure to object to the Order, in writing, within five (5) days of receipt of the Order, or (vi) conduct that indicates Seller's acceptance, including preparation for Seller's performance, shall constitute an acceptance of Buyer's offer. Upon the occurrence of any of (i)-(vi) above, any objection by Seller to the Terms and Conditions contained herein is deemed waived. Any acceptance of the Order is limited to and conditioned upon Seller's acceptance of the Terms.
- 2.3. Any proposal for additional or different terms or any attempt by Seller to vary any of the Terms and Conditions, whether in Seller's quotation form, acknowledgement form, invoice, correspondence or otherwise, shall be deemed material and is hereby objected to and rejected by Buyer. But, any such proposal or attempted variance shall not operate as a rejection of the Order if Seller accepts Buyer's offer by any method described in Section 2.2(i)-(vi) or by other means acceptable to Buyer, in which case the Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever.
- 2.4. The Order does not constitute an acceptance of any prior offer or proposal by Seller, and any reference in the Order to any such prior offer or proposal is solely to incorporate the description or specifications of the Goods and the Services in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications in the Order. If the Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be governed by these Terms and Conditions. Any additional or different terms in such prior offer or proposal shall be deemed material and are hereby objected to and rejected by Buyer. Buyer may cancel all or any part of the Order at any time prior to Buyer's actual knowledge of acceptance by Seller.
- 2.5. In the event of any conflict between the face of the Order and these Terms and Conditions, the face of the Order shall govern.

### 3. CHANGE ORDERS.

- 3.1. Buyer may, from time to time, initiate changes by issuing to Seller written notices (each a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the terms applicable to the Order.
- 3.2. Any written or electronic request from Buyer to alter, add to, or deduct from the Goods and Services shall be deemed a Change Order.
- 3.3. Failure by the Seller to object to the Change Order, in writing, within five (5) days, shall constitute acceptance of the Change Order. On the expiration of five (5) days, the Agreement between Buyer and Seller shall be deemed modified, and the Change Order shall be deemed incorporated into the Agreement between Buyer and Seller. Seller shall promptly comply with the terms of any Change Order to which Seller has not objected.
- 3.4. No modification of the Order, including any waiver of or addition to any of the Terms, shall be binding upon Buyer, unless made in writing and signed by Buyer's authorized representative.
- 3.5. Waiver of any obligation of any Party of this Order shall not be construed as a waiver of any other obligation of this Order, unless otherwise specified herein.

### 4. DELIVERY AND INSPECTION

- 4.1. Seller shall deliver the Goods and/or perform the Services at the delivery point (the "Delivery Location"), and on the date(s) specified in the Order (the "Delivery Date"). If no Delivery Date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall defend, indemnify, and hold harmless Buyer against any losses, damages, and reasonable costs and expenses, including but not limited to legal fees and expenses, attributable to Seller's failure to deliver.
- 4.2. Buyer reserves the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Buyer requires replacement of the Goods, pursuant to this Section 4, Seller shall, at its own cost and expense, promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof, terminate the Order for cause, and/or hold Seller liable for incidental and consequential damages.
- 4.3. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

### 5. SHIPPING AND DELIVERY.

- 5.1. With respect to any shipments of Goods by Seller, all Goods are to be shipped free on board to the Delivery Location. The title and risk of loss with respect to each such shipment of Goods will be transferred to Buyer on the date of actual receipt by Buyer at the Delivery Location.
- 5.2. Goods are to be suitably prepared for shipment by Seller and must be labeled, packed and shipped as required by law and in accordance with Buyer's Specifications and Specifications of the Buyer's Customer, as specified in the Order and/or in any written directions and/or instructions as may be provided by Buyer to Seller from time to time. If the Goods are not shipped in accordance with Buyer's specifications, Seller shall pay or reimburse Buyer for any excess costs occasioned thereby.
- 5.3. Unless otherwise expressly stated in the Order, Seller shall not charge Buyer for labeling, packing, boxing or crating.

- 5.4. Time is of the essence in the Order. Seller shall deliver the Goods in the quantities and on the Delivery Dates and times specified in the Order. Seller shall immediately notify Buyer in writing if Seller is unable to deliver the Goods in the quantities and on the Delivery Dates and times specified in the Order.
- 5.5. Goods delivered in excess of the quantities or in advance of Delivery Dates or times specified in the Order shall be at Seller's risk and may be returned to Seller by Buyer, and all transportation charges both to and from the original destination shall be paid by Seller. Buyer shall not be required to make payment for any Goods delivered to, or on behalf of, Buyer that are in excess of the quantities specified in the Order.
- 5.6. Unless otherwise expressly stated in the Order or authorized in writing by Buyer, Seller shall not make any commitments for raw materials or other inventory or manufacture any Goods in advance of the time necessary to permit shipments on the Delivery Dates. Buyer may, on notice to Seller, change the rate of scheduled shipments or direct the temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of the Goods or the Services covered by the Order or damages of any kind.
- 5.7. If the face of the Order does not specify the quantities, or specifies the quantities as "blanket order", "as released", "as scheduled", "as directed", "subject to Buyer's production releases" or in another similar fashion, then, in consideration for ten U.S. dollars (U.S.\$10.00), the payment of which shall be made by Buyer upon the termination or non-renewal of the Order and Seller's issuance of an invoice for \$10.00, Seller grants to Buyer an irrevocable option during the term of the Order to purchase the Goods in such quantities and on such Delivery Dates and times as indicated in the delivery or shipping releases, authorizations, manifests, broadcasts or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to the Order.
- 5.8. In the event that that Buyer exercises the option described in section 5.7, Seller shall deliver such quantities on such dates and times, at the price and on the other terms specified in the Order; provided that Buyer shall purchase no less than one piece or unit of each of the Goods or the Services and no more than one hundred percent (100%) of Buyer's requirements for the Goods or the Services, as applicable.
- 5.9. Seller warrants that any representation made in a quote or otherwise regarding its production capacity shall be considered a warranty that Seller can manufacture or produce the stated quantity of the Goods or the Services without the imposition of overtime charges or other surcharges. Seller acknowledges that any estimates or forecasts of production volumes or length of program, whether from Buyer or Buyer's Customer, are subject to change from time to time, with or without notice to Seller, and shall not be binding upon Buyer or Buyer's Customer. Unless otherwise expressly stated in the Order, Buyer makes no representation, warranty, guarantee or commitment of any kind or nature, whether express or implied, to Seller in respect of Buyer's quantitative requirements for the Goods or the Services or the Delivery Location or the Delivery Dates of the Goods or the Services.
- 5.10. Unless otherwise expressly stated in the Order, Buyer shall not be required to purchase the Goods or the Services exclusively from Seller.
- 6. SELLER'S WARRANTIES**
- 6.1. **Compliance with Law.** Seller's performance of its obligations under the Order must be in compliance with all federal, provincial, state, and local laws, ordinances, rules, codes, standards and regulations that apply to the Order, including but not limited to the United States Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations, including the requirement for obtaining any export license or agreement, if applicable (collectively, "Laws"). Seller shall furnish Buyer with certificates of compliance, where required under applicable Laws. Each invoice rendered to Buyer under the Order shall constitute written warranty by Seller that Seller has fully complied with all applicable Laws. Seller will participate in or respond to, at Seller's expense, any audit, investigation, inquiry, certification or screening process reasonably requested by Buyer or its third party vendors to verify Seller's compliance with this section 6.1. This includes the right by Buyer or Buyer's designee to inspect the books and records of Seller, provided that such inspection shall be conducted in a reasonable manner.
- 6.2. **Compliance with Buyer's Customer.** Seller represents and warrants that it has had an opportunity to review any purchase order, contract, agreement, terms, conditions, and the like, whether express or implied, between Buyer and Buyer's Customer. Seller represents and warrants that it can and will provide all such Goods or Services required by the Order in a manner that such Goods or Services will comply with all requirements of Buyer's Customer applicable to Buyer or to Seller. Seller expressly warrants that all deliveries of Goods and/or Services pursuant to the Order will be in conformity with all requirements made by Buyer's Customer.
- 6.3. **Other Warranties.** Seller warrants that for a period of two years from the delivery date, all goods will (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.
- 6.4. **Survival of Warranties.** The warranties contained in this section 6 survive any delivery, inspection, acceptance, or payment of or for the Goods or Services by Buyer. These warranties also survive any termination of the Agreement or Purchase Order and survive any modification by Change Order. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement goods to Buyer.
- 7. PAYMENT**
- 7.1. Except as otherwise expressly stated in the Order, Buyer will pay invoices (subject to applicable withholding taxes, if any) by the later of: (i) thirty (30) days after the end of the month during which the Goods were delivered and/or the Services performed, as the case may be, or (ii) thirty (30) days after the invoice date.
- 7.2. Notwithstanding the foregoing, where Buyer is entitled to receive reimbursement or other payment from Buyer's Customer for the Goods and/or Services to be provided by Seller to Buyer under the Order, Seller will be entitled to receive payment under the Order only after and to the extent of, and in proportion to, Buyer's actual receipt of such reimbursement or other payment from Buyer's Customer.
- 8. HAZARDOUS MATERIALS.** If at any time Seller generates any hazardous waste(s) on Buyer's property or site, as defined in 40 C.F.R. §261.3, Seller will immediately notify Buyer and Seller will comply with Buyer's policies and practices, and any applicable law, regulation, ordinance, rule, and the like, regarding management of hazardous wastes.
- 9. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**
- 9.1. **Confidential Information.** For purposes of the Order, "Confidential Information" means any confidential or proprietary information that belongs to a Party, or Buyer's Customer, or a Party's subsidiaries, or a subsidiary of Buyer's Customer, including, without limitation, technical data, market data, trade secrets, trademarks, service marks, copyrights, other intellectual property, know-how, research, business plans, product information, projects, services, client lists and information, client preferences, client transactions, supplier lists and information, supplier rates, software, hardware, technology, inventions, developments, processes, formulas, designs, drawings, marketing methods and strategies, pricing strategies, sales methods, financial information, revenue figures, account information, credit information, financing arrangements and other information disclosed by one Party to another Party and/or its subsidiaries in confidence, directly or indirectly, and whether in writing, orally, or by electronic records, drawings, pictures or inspection of tangible property. "Confidential Information" does not include any of the foregoing information that has entered the public domain other than by a breach of the Order.
- 9.2. **Intellectual Property Rights.**
- 9.2.1. All pre-existing intellectual property of each Party, or belonging to Buyer's Customer, will remain the exclusive property of that Party or Buyer's Customer, as the case may be, and, except as specifically provided in the Order, no Party will acquire any right, title, or interest in the other's pre-existing intellectual property.
- 9.2.2. Any intellectual property developed generated or created during the course of Seller's performance of the Order or incidental to the Seller's performance of the Order shall be deemed supplemental work. The Parties agree that any such intellectual property shall be deemed work made for hire and shall be the property of Buyer.
- 9.2.3. To the extent that right, title or interest in such intellectual property does not automatically vest in Buyer, and/or such intellectual property is not deemed to be a work made for hire, Seller irrevocably transfers and assigns all right, title, and interest in the intellectual property to Buyer.
- 9.3. **Trade Secrets**
- 9.3.1. Seller must not, without the prior written consent of such information's owner, disseminate or cause to be disseminated any Confidential Information as defined in Section 9.1.
- 9.3.2. **Defend Trade Secrets Act Notice.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.
- 10. INSURANCE**
- 10.1. Seller must maintain and carry: (i) property and general liability insurance, including public liability, property damage liability, product liability and contractual liability coverages and professional liability coverage as Buyer may require based on the Services and Goods; and (ii) workers' compensation and employers liability insurance covering all employees engaged in the performance of the Order. The insurance required in (i) and (ii) of this section shall be in such amounts and with such limits and with such insurers that are reasonably

acceptable to Buyer and that are licensed to provide insurance coverage in the jurisdictions in which any Services will be conducted; where any Goods will be produced or delivered; or as is otherwise necessary to ensure insurance coverage. Each policy must expressly state that it provides primary coverage to any other insurance coverage available to Buyer and must include an endorsement under which the insurer waives any rights of subrogation it may have against Buyer.

10.2. Unless otherwise expressly stated in the Purchase Order, Seller's liability insurance policies shall have combined single limits of no less than two million U.S. dollars (\$2,000,000) per occurrence and in the aggregate; provided that such limits will not limit Seller's liability under the Order. Seller's property insurance policies must be written on a "replacement cost" basis and Seller's workers' compensation policies must be in compliance with applicable statutory requirements and limits.

10.3. Seller must furnish Buyer with certificates or other satisfactory proof of insurance confirming the foregoing insurance coverages within ten (10) days of Buyer's request. Any such insurance and the certificates must provide for terms and conditions satisfactory to Buyer whereby, among other things: (i) the interest of Buyer in such insurance coverage is recognized in designating Buyer as an additional insured or loss payee, as such interests may appear, or as may be requested by Buyer from time to time; and (ii) each policy must contain an endorsement that the coverage will not be cancelled or materially changed or amended in any way without at least thirty (30) days prior written notice to Buyer. In the event of (ii), Buyer will have the right, but not the obligation, to maintain such insurance coverage prior to the expiration of such notice. The receipt or review of such certificates or other proof of insurance coverage at any time by Buyer will not relieve Seller from its liability or its insurance obligation hereunder or reduce or modify such insurance obligations.

**11. INDEMNIFICATION FOR BREACH.** In the event that Seller breaches or otherwise fails to abide by the terms set forth in the Order, Seller will defend, indemnify, and hold harmless Buyer for: all claims of any kind or nature whatsoever; all injury (including but not limited to personal injuries and/or property damages); loss suffered as a result of Seller's breach or failure to perform under the Order, including but not limited to, loss of business activity with a customer; all damages (including but not limited to incidental, consequential, exemplary, or punitive damages if allowed by applicable law), fees and costs (including but not limited to attorney fees and costs); penalties that Buyer must pay to third parties; lost profits; and damages for loss of good will, among other remedies. For the avoidance of doubt, this provision shall include defense, indemnity, and hold harmless for all acts or omissions by Seller which cause Buyer to be in breach of any purchase order, agreement, contract, understanding, or order, of any kind that it may have with Buyer's Customer. **12. FORCE MAJEURE.** Buyer will not be liable to Seller for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of Buyer, without Buyer's fault or negligence, and which by its nature could not have been reasonably foreseen by Buyer ("Force

Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosions, epidemic, war, invasion, terrorist acts, riots, strike, or embargos.

**13. TERMINATION**

13.1. **For Convenience.** Buyer may terminate this Agreement at any time and for any reason or no reason by giving at least a thirty (30) day notice in writing to Seller. Such termination shall be without liability of any kind to Buyer.

13.2. **Upon Default.** Upon the failure of Seller to perform any obligation required under the Order to be performed by Seller and if Seller fails to cure within ten (10) days after receipt of notice from Buyer of such failure to perform, Buyer may terminate the Order upon written notice to Seller.

13.3. **Upon Seller's Insolvency, Bankruptcy, Etc.**

13.3.1. Buyer may terminate the Order, without further liability of any kind to Buyer: (i) in the event of Seller's insolvency, bankruptcy, reorganization, receivership or liquidation; (ii) in the event that Seller makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or (iii) if a receiver is appointed in respect to Seller or all or part of its property (collectively, an "Insolvency Event"). In the event of such termination, the Seller will be liable for all costs, damages and expenses suffered by the Buyer. Any such termination will not affect the Buyer's rights with respect to Buyer's property.

13.3.2. In the event that Buyer does not terminate the Order upon the occurrence of an Insolvency Event, Buyer may make such adjustments in the price and/or delivery requirements under the Order as Buyer deems appropriate to address the change in Seller's circumstances, including Seller's ongoing liability to perform its obligations under the Order, provided that such adjustments shall be reasonable under the circumstances.

**14. REMEDIES.**

14.1. The rights and remedies in these Terms and Conditions are cumulative and in addition to any other rights and remedies available at law, or in equity, or otherwise. If Seller is in breach of the warranties, Seller will, at its sole cost, replace or repair the Goods, or re-perform Services to Buyer's satisfaction.

14.2. Seller expressly acknowledges and agrees that any failure of Seller to deliver the Goods on the Delivery Dates and times as specified in the Order will cause irreparable harm to Buyer and that Buyer shall be entitled to equitable relief, including injunction, in such event, without posting of any bond or surety or showing of irreparable harm.

14.3. Any proceeding or action initiated by Seller for breach of contract or any other act or omission (including tort) arising from or in any way related to the Order must be commenced within one (1) year from the date the breach, act or omission giving rise to Seller's claim occurs, regardless of Seller's knowledge of such breach, act or omission or of its consequences.

**15. MISCELLANEOUS**

15.1. **Headings.** The headings in the Order are for convenience of reference only, are not part of the Order, and do not limit or otherwise affect the meaning of the Order.

15.2. **Choice of Law; Forum.**

15.2.1. The Order shall be interpreted and enforced in accordance with laws of the State of Michigan and of the United States of America, exclusive of the choice of law rules thereof.

15.2.2. Any litigation on any claims arising from the Order may be brought by Buyer in any court of competent jurisdiction in the State of Michigan. Seller consents to jurisdiction and service of process in accordance with applicable procedures of any such court located in the State of Michigan. Any claim or proceeding by Seller against Buyer may be brought against Buyer only in a Michigan court of competent jurisdiction. Seller irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any such court, including any objection that the place where such court is located is an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter.

15.3. **Notice.**

15.3.1. Except as otherwise expressly stated in the Order, any notice given or other communication sent under the Order must be in writing and must be properly delivered to its addressee by hand, prepaid courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the face of the Order.

15.3.2. Any notice or communication given as provided herein will be deemed to have been received at the time of its delivery, if such notice or communication is in writing, and if it is delivered via one of the following methods: by hand; on the business day following its dispatch if transmitted by courier, e-mail or facsimile; or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided under either section 15.3.1 or section 15.3.2 of any change of address, for the purpose of giving notices or sending communications under the Order.

15.3.3. Seller's failure to provide any notice, claim, or other communication to Buyer in the manner and within the time periods specified in the Order will constitute a waiver of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim, or other communication.

15.4. **Severability.** If any provision of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order will remain in full force and effect.

15.5. **Subcontracting; Assignment.**

15.5.1. Seller may not assign nor delegate any right or obligation under the Order except with Buyer's prior written consent. In the event such consent is given, Seller must provide to Buyer, in addition to written notice of the assignment, a true copy of the instrument of assignment or delegation to Buyer. Notwithstanding any such assignment or delegation, Buyer will not be deemed to have waived the right to enforce any provision of the Order against Seller, and Seller will remain liable on each and every obligation pursuant to the Order, the Agreement, or these Terms and Conditions.

15.5.2. Buyer will have the right to assign the Order or its interest herein, without Seller's consent, to any of Buyer's Affiliates or to any purchaser or successor to Buyer's business.

15.6. **Relationship of the Parties.** Seller and Buyer are independent contracting parties and nothing in the Order shall make either Party the agent or legal representative of the other for any purpose whatsoever; nor does the Order grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under the Order shall be considered as employees of Buyer.

15.7. **Integration.** The Order contains the entire agreement between Buyer and Seller and, except as otherwise expressly stated in the Order, supersedes all prior agreements, orders, quotations, proposals and other communications relating to the subject matter hereof. There are no other understandings or agreements, verbal or otherwise, relating to the same subject matter that exists between Buyer and Seller.

15.8. **Authority.** Each party represents that the individual signing the Order on its behalf has the authority to do so and to so legally bind the party. The Seller represents that the execution, delivery and performance of the Order by the Seller has been fully and validly authorized by all necessary corporate action.

15.9. **Survival.** The obligations of Seller to Buyer will survive termination of the Order, except as otherwise expressly stated in the Order.

15.10. **Successors Bound.** This Order shall be binding upon, and shall inure to the benefit of, the Parties, their respective heirs, legal representatives, successors and assigns (as provided under section 15.5, in respect of assigns).