

**CHROME DEPOSIT CORPORATION  
PURCHASE ORDER TERMS AND CONDITIONS**

**CONTRACT AND ACCEPTANCE:**

Seller has read and understands these Terms and Conditions (the "Terms and Conditions", which, together with the applicable purchase order, shall constitute the "Contract") and Seller acknowledges and agrees that: (a) any goods or services purchased by Chrome Deposit Corporation ("Buyer") are subject to these Terms and Conditions in all respects; (b) any additional, different or conflicting terms proposed by Seller are hereby rejected unless expressly accepted in writing by Buyer; and (c) Seller's written acceptance or the commencement of any work or services shall constitute Seller's acceptance of these Terms and Conditions.

**SHIPPING; RISK OF LOSS:**

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge to Buyer for handling, packaging, storage or transportation of goods, unless otherwise stated in the Contract; (d) to provide with each shipment's packing slip Buyer's purchase order and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Over-shipments may be returned at Seller's expense unless prior approval from Buyer is obtained. In the event scheduled shipments are not made as requested, premium transportation charges resulting from non-conformance to Buyer's shipping instructions is assumed by Seller. Seller shall not ship materials in containers previously used for any chemicals, cleaners, or other potentially hazardous materials other than the goods being purchased. Delivery to the carrier(s) shall not be considered delivery to Buyer, and delivery by the carrier(s) to Buyer shall not be considered acceptance of any damaged, defective or otherwise non-conforming goods. The risk of loss or damage to goods shall not pass to Buyer until on or after the scheduled delivery date and after Buyer has inspected and accepted the goods at the location designated for delivery by Buyer.

**BILLING; PRICE PROTECTION:**

Unless otherwise agreed in writing, payment terms shall be net 60 days from the date the Buyer receives the goods or from the date of correct invoice, whichever is later. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under the Contract. In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Buyer and its subsidiaries from any sums due or to become due from Buyer. Seller grants to Buyer access to all pertinent information, including, but not limited to, books, records, payroll data, receipts, correspondence and other documents for the purpose of auditing Seller's charges under this Contract. Unless otherwise stated herein, Seller will preserve these documents for a period of 1 year after the final payment under this Contract. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate an audit. Seller warrants that the prices set forth in the Contract are the lowest prices charged for the goods or services, or substantially similar goods or services, sold by Seller to its other customers. If, after execution of the Contract, but prior to payment by the Buyer for goods or services purchased hereunder, Seller: (a) sells or offers to sell substantially similar goods or services to another customer at a lower price; (b) offers a reduction in price to any customer already purchasing substantially similar goods or services; or (c) sells or offers to sell substantially similar goods or services on commercial terms that are, in Buyer's reasonable judgment, more favorable than those set forth in the Contract, such lower price or more favorable terms will be applicable to all purchases of goods or services by Buyer hereunder. If, at any time during the term of the Contract, Buyer receives a bona fide offer from a third party to supply goods or services to Buyer on similar commercial terms, but at a lower price, Buyer will notify and provide the necessary particulars of such offer to Seller, and Seller will, within 30 days thereafter, inform Buyer whether it will match such price for goods or services purchased hereunder. If Seller does

not agree to match such price, Buyer may, in its sole discretion, elect to purchase goods or services from such third party, and any obligation of Buyer to purchase goods or services from Seller pursuant to the terms of the Contract will be deemed to be waived by Seller to the extent of any such purchases.

**DELIVERY SCHEDULES:**

Time is of the essence, and deliveries shall be made both in quantities and at times specified in the Contract or in Buyer's delivery schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified on Buyer's delivery schedules or in subsequent purchase orders and Buyer shall not be obligated for items exceeding quantities authorized by such delivery schedules or in subsequent purchase orders. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by the Contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent schedule releases and/or purchase orders.

**PREMIUM SHIPMENTS:**

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense. In any other event, Seller agrees not to charge any premium unless approved in writing by Buyer prior to the shipment of the goods.

**CHANGES:**

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by the Contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. No increase or additional charge of any kind will be allowed without the prior written approval of Buyer. Any changes made to the Contract pursuant to this Paragraph 6 shall be in accordance with the terms and subject to the conditions set forth in Paragraph 29.

**INSPECTION; SERVICES:**

Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this Contract. Buyer's inspection of the goods, whether during manufacture or prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. Buyer may elect to perform incoming inspection at Seller's facility or elsewhere, on a lot-by-lot basis or at some other elective interval. Buyer's incoming inspection practice shall not, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for non-conforming product. If Seller is providing services, Seller agrees to provide them in accordance with the terms of the Contract ("Services"). Services will be performed by competent personnel, and will be of professional quality, consistent with generally accepted industry standards for the performance of such Services. Seller will ensure that it has all necessary resources to provide the Services, including, without limitation, properly trained and licensed personnel, machinery, equipment and materials.

**NONCONFORMING GOODS:**

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, Buyer shall notify Seller to either, at Buyer's option: (a) immediately replace the nonconforming goods by expedited shipment at Seller's sole expense; or (b) cancel the remainder of the Contract. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice

of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

**FORCE MAJEURE:**

Any delay or failure of either party to perform its obligations hereunder shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by the Contract, as a result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), illegality or regulatory restriction, fires, floods, windstorms, explosions, riots, natural disasters, wars or other casualty, sabotage, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the prices set forth in the Contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate the Contract without liability.

**WARRANTY:**

Seller represents and warrants that the goods: (a) are owned by Seller or Seller has the right to transfer free and clear title to Buyer; (b) are free from defects in materials, design and workmanship; (c) in good working order and condition; (d) conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer; (e) do not infringe, violate or misappropriate any patent, copyright or other intellectual property rights. Seller further represents and warrants that the manufacture, production, installation, sale and use by Buyer are in compliance with any and all material applicable laws, rules and regulations. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants that all goods covered by the Contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. All warranties shall survive any inspection, delivery or acceptance of the goods, or payment for the goods delivered and such warranty shall run to Buyer, Buyer's customers and/or Buyer's successors and assigns, and shall not be deemed exclusive of any other warranties, express or implied.

**SPECIAL WARNINGS AND INSTRUCTIONS:**

Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

**INSOLVENCY:**

Buyer may immediately terminate the Contract without liability to Seller in any of the following events occur: (a) Seller is insolvent; (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of any involuntary petition in bankruptcy against Seller; (d) the appointment of a receiver or trustee for Seller; or (e) the execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 30 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection

with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

**TERMINATION FOR BREACH OR NONPERFORMANCE:**

Buyer reserves the right to terminate all or any part of the Contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of the Contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified under the Contract or hereunder; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach, except as provided in Paragraph 9. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller: (i) sells, or offers to sell, a material portion of its assets; or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock to effect a change in the control of Seller.

**TERMINATION FOR CONVENIENCE:**

In addition to any other rights of Buyer to terminate the Contract, Buyer may, at its option, immediately terminate all or any part of the Contract, at any time and for any reason, by giving 30 days written notice to Seller. In the event of termination without cause, Buyer shall pay to Seller the contract price for all goods or services that have been completed in accordance with the Contract and not previously paid for. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph 14 shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph 14, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of the Contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller upon request and during normal business hours.

**INFORMATION DISCLOSED TO BUYER:**

Seller agrees not to assert any claim with respect to any technical information that Seller may have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this Contract. For Services provided by Seller, Seller shall keep confidential and shall not use for any other purpose other than the performance of the Services all information (oral or written) and documents and data (in any medium) that have been furnished to Seller by Buyer, or have been developed or collected by Seller in connection with the Services. Seller shall provide for the physical, managerial and electronic security of Buyer's information such that the Buyer's information is reasonably maintained and secured, ensuring it is safe from loss, theft, unauthorized access, copying, modification, use or disclosure during utilization, transmission and storage. Should any unauthorized breach occur, Seller shall notify Buyer as soon as reasonably practicable, generally within 24 hours (but not later than 72 hours) after the Seller becomes aware of such breach. Seller shall allow the audit of its obligations under this section by Buyer or its authorized representative. Seller further agrees to cooperate fully with Buyer in connection with any investigations, audits or information requests that may be made in connection with applicable laws. At Buyer's request or upon completion of Seller's use of Buyer's information, Seller will return all copies of Buyer's Information to Buyer or, at Buyer's request, will destroy Buyer's Information and certify such destruction to Buyer. Seller recognizes that the disclosure of Buyer's information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Buyer has the right to seek equitable and

injunctive relief to prevent the unauthorized disclosure of any of Buyer's information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

**INTELLECTUAL PROPERTY:**

Seller agrees to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification. Seller agrees that: (a) Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under the Contract without payment of any royalty to Seller; and (b) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization. To the extent that this Contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire," to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

**INDEMNIFICATION:**

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer. In addition, Seller shall be obligated to undertake, at its own expense, the legal proceedings with respect to such liability, claim, demand or expense; provided, however, the legal counsel selected by Seller shall be subject to the prior written approval of Buyer. In addition, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorneys or other professional fees) arising from or relating to Seller's noncompliance of any covenants or obligations set forth herein.

**INSURANCE:**

Seller shall maintain insurance coverage with carriers acceptable to Buyer in the following amounts: (a) workers' compensation: statutory limits for the state(s) in which the Contract is to be performed (or evidence of authority to self insure); (b) employer's liability: \$5,000,000 per accident for bodily injury by accident and \$5,000,000 per employee for bodily injury by disease; (c) commercial general liability covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract: \$5,000,000 per occurrence; and (d) automobile liability (including owned, non-owned and hired vehicles): \$5,000,000 per accident. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under the Contract.

**BUYER'S PROPERTY:**

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform the Contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of the Contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written

approval. Buyer shall have the right to enter Seller's premises during normal business hours and upon prior notice to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either: (a) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property; or (b) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. All of Buyer's property which becomes scrap created by Seller in producing goods for Buyer under purchase orders in any calendar year ("scrap materials") will be returned to Buyer by the 25th day of the following calendar year, unless: (i) such scrap materials will be reasonably needed by Seller to supply goods to Buyer within that following calendar year, provided however, that Buyer may at its sole discretion demand that the scrap materials be immediately returned to Buyer; or (ii) Buyer requests alternate arrangements. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

#### **REMEDIES:**

The rights and remedies reserved to Buyer in the Contract shall be cumulative with, and additional to, all other or further remedies provided at law or in equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 10 or should Seller breach the Contract, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods or breach, including, but not limited to, costs, expenses and losses incurred by Buyer: (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

#### **NO ADVERTISING:**

Seller shall not in any manner, without first obtaining the prior written consent of Buyer, advertise or publish the fact that Seller has provided, or contracted to provide, Buyer the goods or services covered by the Contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

#### **COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:**

Seller, and any goods or services supplied by Seller, shall comply with all applicable material laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller shall inform the Buyer of contents not produced in the United States in Seller's product including, but not limited to, the country of origin and dollar value of material and labor therein. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced (as defined in 19 USC 1307) or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under the Contract and agrees to indemnify Buyer against liability Buyer may incur if this representation is incorrect. Seller's personnel shall in no event be considered employees of Buyer and Seller will remain responsible for all wages, taxes, benefits, payroll deductions, remittances and other obligations with respect to its personnel. In particular, Seller commits to indemnify and hold Buyer harmless with respect to any claims asserted against Buyer by individuals held out as employees of Seller who contend that Buyer is their actual employer, joint employer, primary employer, secondary employer and/or co-employer under applicable law, including claims relating to wages, overtime, taxes, leaves of absence, benefits, discrimination, harassment, and all other claims relating to their employment. At Buyer's request, Seller shall certify in writing its compliance with the foregoing, provided that by submitting a response to a Request for Quotation, Seller certifies that it has read, understands, and is in compliance with this

Paragraph 22. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with this Paragraph 22.

**TAXES:**

Seller will bear and pay all applicable taxes which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Buyer on behalf of any taxing jurisdiction, Seller will provide to Buyer invoices which separately state and clearly indicate the amount of tax and Buyer will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Buyer, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which goods or services were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Buyer. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Buyer on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under the Contract, or upon the Services provided hereunder, will be the responsibility and liability of Seller.

**NO IMPLIED WAIVER:**

The failure of either party at any time to require performance by the other party of any provision of the Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Contract constitute a waiver of any succeeding breach of the same or any other provision.

**ASSIGNMENT:**

Seller may not assign or delegate its rights or obligations under the Contract without Buyer's prior written consent. A change of control by Seller where it sells or exchanges a sufficient amount of its stock that effects a change in the control of Seller shall be deemed an assignment hereunder and shall also be prohibited without Buyer's prior written consent. Seller may subcontract its obligations only with the prior written consent of Buyer provided that such subcontractor abides by these same terms and conditions. Any purported or attempted assignment, delegation or subcontracting without Buyer's prior written consent shall have no effect and shall entitle Buyer to terminate the Contract without penalty upon notice to Seller.

**RELATIONSHIP OF PARTIES:**

Seller and Buyer are independent contracting parties and nothing in the Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**GOVERNING LAW; JURISDICTION:**

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

**SEVERABILITY:**

If any provision of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall 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 Contract shall remain in full force and effect.

**ENTIRE AGREEMENT; MODIFICATION:**

The Contract, together with any attachments, exhibits, supplements, schedules, purchase orders, Statement of Requirements or other terms of Buyer specifically referenced in these Terms and Conditions, constitute the entire agreement between Seller and Buyer with respect to the matters contained in the Contract and supersedes all prior oral or written agreements. No amendment to the Contract or these Terms and Conditions shall be binding on either party unless such amendment is in writing and signed by authorized representatives Buyer.

Revised: 1/6/2009

PAGE 4

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