

TERMS AND CONDITIONS OF PURCHASE

1. **Definitions:** These terms and conditions are applicable to all Purchase Orders issued by Cosworth, LLC (“Buyer”). The term “Seller” means the individual, firm or other entity identified on the front of this Purchase Order, and from whom the Goods and Services have been ordered. The Term “Goods” and “Services” means the items or services listed on the front of this Purchase Order issued by Buyer.

2. **Contract.** This Purchase Order is an “offer” for the purchase of Goods and Services. This Purchase Order includes any documents incorporated or referred to herein and any paper or electronic shipment releases issued to Seller under this Purchase Order. Any timely acceptance of this Purchase Order made by Seller shall operate as an acceptance of all of the terms and conditions of this Purchase Order, even if Seller’s expression of acceptance states terms additional or different from those within this Purchase Order. The terms and conditions of any agreement or contract between Buyer and Seller for the sale and purchase of the Goods or Services shall be only those stated in this Purchase Order, notwithstanding whether Seller’s expression of acceptance indicates that Seller’s acceptance is conditioned upon Buyer’s assent to such additional or different terms, and such Purchase Order shall constitute the sole contract between Buyer and Seller (“Contract”). To the extent Seller’s acceptance states different or additional terms, Seller is hereby notified that Buyer expressly objects to, and rejects, such different or additional terms and that such different or additional terms will only be applicable upon Buyer’s express and specific written waiver of the directly corresponding provisions of this paragraph. Acceptance of this Purchase Order shall occur upon the receipt by Buyer of Seller’s written or oral acknowledgment of the Purchase Order, Seller’s commencement of work on the Goods, or performance of the Services, or shipment of Goods.

All notices, consents and proposed modifications, or additional agreements to or relating to this Purchase Order must be in writing and acknowledged and signed by a duly authorized representative of Buyer.

3. **Price.** Seller shall furnish the Goods and Services at the price, currency and payment terms set forth on the reverse side of this Purchase Order as specified. Unless otherwise agreed and so noted on this Purchase Order, the prices are “Delivered Duty Paid” (DDP Incoterms 2010). Seller shall not fill this Purchase Order or charge prices different from those set forth in this Purchase Order without prior written consent of Buyer. Seller shall not charge Buyer a price for the Goods and Services less favorable than those currently offered to any other customer of Seller for the same or similar Goods in similar quantities. Buyer shall receive the full benefit of all discounts, premiums, rebates and other favorable terms of price and payment offered by Seller to its other customers. In the event Seller reduces its price to other customers for Goods and Services during the term of this Agreement, Seller shall simultaneously reduce the prices for the same Goods and Services to Buyer. The prices in this Purchase Order are complete, and no additional charges of any type (except those required by law for sales related Taxes) shall be added without Buyer’s written consent, including, without limitation, shipping, packaging, labeling, storage, insurance, boxing, crating, drayage or containers. Seller shall separately identify on the invoice to Buyer any Taxes or charges that Seller is required by law to collect from Buyer. Seller shall provide Buyer with whatever information and documentation that is required under local law in order for Buyer to recover any Taxes or charges. The Goods and Services shall not be payable until correct and complete invoices are received, and Seller’s cash discount privileges to

Buyer shall be extended until such time as payment is due. All cash discounts shall be computed from the date of receipt by Buyer of a final invoice or receipt of the Goods and Services, whichever occurs later. Cash discounts shall be based on the full amount of invoice, less freight charges and taxes if itemized separately on the invoice.

For the purposes of this Purchase Order “Taxes” means only: (i) federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments imposed on the sale of the Goods and Services, including sales, use, ad valorem, value added, transfer, or stamp taxes; and (ii) any interest, penalties, fines, additions thereto imposed by law.

4. **Delivery.** Time is of the essence. Deliveries must be completed within the time specified in this Purchase Order and Seller shall meet the delivery date as required. If delivery is not timely made, Buyer may direct Seller to make expedited routing at Seller’s expense reserving its right to claim damages for such late delivery. Seller shall deliver Goods in the quantities specified by Buyer. Seller will enclose packing slips with all shipments showing Purchase Order numbers, descriptions, parts numbers and quantities. Buyer shall not be required to make payment for delivered Goods in excess of specified quantities. Buyer will hold such excess quantities of Goods for disposition in accordance with Seller’s instructions for ten days, or such shorter period as is commercially reasonable under the circumstances. In the absence of instructions from Seller, Buyer shall have the right to ship the Goods in excess of that authorized by Buyer to Seller at Seller’s expense, or destroy the Goods at the expense of Seller. Buyer reserves the right to charge Seller for the storage and handling of such excess Goods. Seller shall properly pack, mark, load, and ship the Goods as required by this Purchase Order and by the transporting carrier. Unless Buyer instructs otherwise, Seller shall adequately package, protect, and ship the Goods in a manner that will ensure complete and undamaged arrival and

permit Buyer the most beneficial and efficient transportation loading or routing. Delivery of Goods shall be to the address specified on this Purchase Order. 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 this Purchase Order. Seller bears the risk of loss or damage to Goods in transit. 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, at Buyer's option: (a) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (b) allow Buyer to reduce its payment of Seller's invoices by such difference, or (c) ship the Goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment. If delivery dates are not specified in this Purchase Order Seller shall procure materials and fabricate, assemble, and ship Goods only as authorized in shipment releases or written instructions issued to Seller by Buyer. Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guarantee or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts.

5. **Changes.** Buyer shall have the right to make any changes, additions or alterations in the items, quantities, destination, specifications, drawings, designs or delivery schedules. The parties will undertake to negotiate an appropriate adjustment in price and terms if Seller's direct

costs are materially affected by such changes. Seller shall make any request for an adjustment in price or terms within 30 days of any such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized Buyer's representative. Seller shall not delay deliveries pending the determination of price adjustments under this paragraph.

6. **Cancellation.** Buyer may immediately cancel all or any part of this Purchase Order at any time for any reason or no reason, upon notice to Seller, whereupon Seller shall immediately, and shall cause its suppliers and subcontractors to immediately, stop all work on the cancelled order. Seller shall submit to Buyer a comprehensive cancellation claim with complete supporting evidence within 60 days from the effective date of cancellation. Seller shall submit supplemental supporting information upon Buyer's request. If materials related to a cancelled order are delivered to Buyer, Buyer shall pay to Seller the unpaid Contract price for: (a) any completed and conforming Goods and Services; and (b) Seller's actual out-of-pocket costs of work-in-process and raw materials incurred in furnishing the Goods and Services under this Purchase Order to the extent reasonable and properly allocable or apportioned under generally accepted accounting principles to the terminated portion of this Purchase Order, less the reasonable value or cost (whichever is higher) of Goods or materials used, sold or saleable by Seller with Buyer's consent. Buyer shall not pay for: (a) finished Goods, work-in-process or raw materials in excess of this Purchase Order; (b) undelivered Goods which are in Seller's standard stock or that are readily marketable; (c) claims by Seller or 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, and general and administrative burden charges arising from the cancellation of this Purchase Order; (d) incidental, or other costs which could have been reasonably mitigated; or (e) consequential costs or damages. Buyer's cancellation liability shall not exceed the

aggregate price payable for finished Goods which would be produced by Seller under this Purchase Order. Buyer shall have the right to audit Seller's books, records, facilities, work, material, and inventories relating to any cancellation claim.

7. **Termination.** If Seller breaches this Contract, Buyer may terminate the Contract immediately. Furthermore, Buyer may also immediately terminate this Contract in the event of: (a) late delivery of the Goods; (b) deliveries of Goods that are defective or that do not conform to this Contract; (c) breach by Seller of any of the terms and conditions of this Purchase Order; (d) failure, upon request, to provide Buyer with reasonable assurances of future performance; (e) initiation of insolvency proceedings voluntary or otherwise by or against Seller; (f) the filing of an involuntary petition of bankruptcy against Seller or a voluntary petition by Seller; (g) the execution by Seller of an assignment for the benefit of creditors; (h) the appointment of a receiver or trustee over Seller's assets; (i) Seller becoming unable to pay its debts as they become due; (j) any change of control of Seller or the management of Seller, or transferring or encumbering its assets to a third party wholly or partially in a manner whereby it is unable to conduct its business at a minimum as at the date of this Purchase Order; (k) initiation of any attachment or seizure or an order to the same effect on the assets of Seller; (l) if Seller is a natural person, the death or incapacity of Seller; (m) reorganization of debts or entering into any reorganization plan with creditors or similar proceedings by Seller; or (n) if Seller is a party to a merger, spin off, consolidation or other restructuring transaction. In the event of termination of this Contract by Buyer, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for all damages direct or indirect, consequential and incidental, sustained by reason of the default which gave rise to the termination, including, without limitation, excess costs incurred by Buyer as a result of obtaining the Goods from another source. Buyer may terminate this Contract at any time, without cause, by giving Seller fifteen (15) days written notice to terminate.

8. **Inspection, Acceptance and Rejection.** All Goods ordered under this Purchase Order (including all tooling, machinery and material used in their manufacture and the facilities where they are manufactured) will be subject to inspection and testing by Buyer to the extent practicable at all times and places, including the period of manufacture, and in any event prior to acceptance. Seller shall permit Buyer's agents or employees to access to Seller's facilities at reasonable times for inspection of Goods and shall provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to Buyer. At Buyer's request, Seller shall submit its production and quality test reports and related data to Buyer. Such Goods will be subject to final inspection and acceptance by Buyer after delivery to Buyer. Neither Buyer's inspection of the Goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, nor payments prior to delivery shall constitute acceptance of any work-in-process or finished Goods. If the Goods do not meet the specifications or otherwise do not conform with the requirements of this Purchase Order, Buyer shall have the right to reject such Goods. Goods which have been delivered and rejected in whole or in part may at Buyers option be returned to Seller at Seller's cost or held for disposition at Seller's risk and expense or destroyed at Seller's expense.

9. **Non-conforming Goods.** Buyer shall notify Seller of the existence of nonconforming Goods. If Buyer rejects Goods as nonconforming, the quantities under this Purchase Order will automatically be reduced. Seller shall not replace quantities so reduced without a new order from Buyer. Buyer will hold nonconforming Goods for disposition in accordance with Seller's instructions for ten days, or such shorter period as is commercially reasonable under the circumstances. In the absence of instructions from Seller, Buyer shall have the right to destroy the Goods at the expense of Seller. Buyer reserves the right to charge Seller for the storage and handling of the nonconforming Goods. Payment

for nonconforming Goods shall not constitute an acceptance. Payment for nonconforming Goods shall not limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

10. **Tools, Bailed Property.** All supplies, material, tools, jigs, dies, gauges, fixtures, molds, patterns, drawings and specifications in the form CD or otherwise, equipment, ancillary products and other items furnished or paid for by Buyer ("Tools") to Seller to perform this Purchase Order or any other agreement between Seller and Buyer, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to all of Buyer's property in Seller's possession. Buyer's property in Seller's possession shall (a) at all times, and at Seller's expense, be properly housed, protected, preserved, repaired and maintained by Seller, (b) not be used by Seller for any purpose other than the performance of this Purchase Order, (c) be deemed to be personal property, not a fixture, (d) be conspicuously identified and properly tagged as property of Buyer, (e) not be commingled with the property of Seller or with that of a third party, (f) not be moved from Seller's premises without Buyer's prior written approval, and (g) shall be replaced at Seller's expense if lost, damaged or destroyed. Upon the request of Buyer, such property shall be released to Buyer immediately or delivered to Buyer by Seller, either (i) FCA (Incoterms 2010) at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer, or (ii) to any location designated by Buyer, in which event Buyer shall pay Seller the reasonable costs of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Unless otherwise agreed by Buyer, Seller shall insure the Tools with full insurance coverage for replacement value with an insurance company and for an amount and risk coverage acceptable to Buyer and Buyer shall be named as loss payee on the insurance certificate. Copies of certificates of such insurance will be furnished to Buyer on

demand.

11. **Engineering.** Sellers of special machines and/or equipment must supply Buyer with two (2) instruction manuals and at least one (1) maintenance manual containing complete schematics, drawings, parts lists, specifications, sources of supply and complete service/test instructions. All design and construction of tooling, equipment or special machines sold to, or furnished or paid for by Buyer must be in accordance with Buyer's engineering/design/service specifications as attached hereto as an annex or as may be specified by Buyer in writing from time to time. Any engineering design changes by Seller relating to products, tooling, equipment or special machines sold to, or furnished or paid for by Buyer shall require the prior written approval of Buyer. Seller shall furnish Buyer with a Certificate of Insurance for personal and property liability, in commercially reasonable amounts, prior to proceeding with work on Buyer's premises.

12. **Quality.** Seller hereby assumes all responsibility for ensuring, at its sole cost, that all of Seller's manufacturing processes, testing and analysis, and all Goods, meet ISO 9001 / IATF 16949 and Buyer's Supplier Quality Manual requirements or any other quality certification standards that Buyer's customers or Buyer require on parts, components, materials, systems and processes incorporating or involving any product sold by Seller to Buyer hereunder, whether or not Seller is or has been certified as compliant with such certification requirements apart from this Purchase Order.

13. **Warranty.** Seller warrants and guarantees that the Goods covered by this Purchase Order shall conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the Goods

covered by this Purchase Order and warrants and guarantees that such Goods have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this Purchase Order, the duration of the warranty provided by Seller to Buyer for the Goods will begin on the date of receipt of the Goods by Buyer and end on the later of (a) the date of expiration of any warranty period provided under applicable law for the Goods, (b) expiration of any warranty applicable to the Goods provided by Buyer to Buyer's end customer for the Goods or for any other products into which the Goods are incorporated, or (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Purchase Order, including in Buyer's specifications or quality standards.

14. **Indemnification.** Seller shall indemnify, defend, and hold harmless Buyer and any of its affiliates, managers, members, directors, shareholders, officers, employees, agents, and customers (each, an "Indemnitee" and collectively, "Indemnitees") from and against any loss, liability, costs, expenses (including reasonable attorney fees), suits, actions, or claims directly or indirectly arising out of or relating to: (a) any failure, violation, default or breach of any warranty, representation, covenant or agreement made in this Purchase Order by Seller; (b) injuries, death, disabilities or damage to property caused by Seller, its employees, agents and subcontractors or that are in any way attributable to the performance of Seller of its obligations hereunder or the performance of the Services or provisions of Goods under this Purchase Order; (c) any suit, claim or action for (i) alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, copyright or mask work right including infringement arising out of compliance with specifications furnished by Buyer; (ii) actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; and (iii) any claim against an Indemnitee

under the UCC or otherwise including any hold harmless or similar claim in any way related to a claim asserted against Seller or an Indemnitee regarding infringement or the like including claims arising out of compliance with specifications furnished by Seller or Buyer; (d) Seller's noncompliance with any federal, state or local law, executive order, rules, regulations, ordinance or standards that may be applicable to Seller's performance of its obligations under this Agreement; or (e) any liability for any type of income or related taxes in connection with Seller's work or Seller's receipts for the performance of the work covered by this Purchase Order whether imposed by any statute now in force or enacted prior to the delivery of the Goods.

15. **Insurance.** If this Purchase Order requires Seller to perform services on Buyer's premises, Seller shall carry workers' compensation insurance, commercial general liability insurance, and comprehensive automobile liability insurance with an insurance company acceptable to Buyer. The minimum limits of coverage under such forms of insurance for employer's liability, bodily injury and personal injury liability, and property damage liability shall be no less than: (a) the statutory amount, in conformity with the laws in the state or country in which the services are to be performed; (b) \$1,000,000; or (c) the amount which Buyer, in its sole discretion, deems necessary to insure against risks associated with the performance of said services. If Seller is a self-insurer, a certificate from the Department of Insurance of the state in which said service is to be performed must be furnished by such Department directly to Buyer. In addition, any Supplier providing production materials or components under this Purchase Order must have third party product liability insurance that covers any potentially related recall campaign.

16. **Service and Replacement Parts.** Seller will sell to Buyer Goods necessary for Buyer to fulfill for its customer(s) Buyer's current model service and replacement parts requirements at the price(s) set forth in this Purchase Order or Buyer's agreements(s) with its

customer(s). If the Goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not in the aggregate exceed the price of the system or module less assembly costs. Seller will sell Goods to Buyer to fulfill its past model service, ongoing model service and replacement parts requirements for a fifteen year period after Buyer completes its current model purchases (or such longer period as is required by Buyer's customer(s)). The price(s) shall remain the same for the first three years after Buyer completes current model purchases. Thereafter, the price shall be as agreed by the parties. In the event that Buyer's customer(s) require(s) a price reduction or other changes having the effect of a price reduction, Seller shall renegotiate the price accordingly for items sold to Buyer that are used in such parts or systems sold to the customer. Seller shall make service literature and other materials available at no additional charge to support Buyers service part sales activities.

17. **Proprietary Information.** Seller shall keep confidential all information, drawings, specifications, inventions, engineering notices, financial information, technical data or other data furnished by Buyer or prepared by Seller specifically in connection with the performance of this Contract (the "Confidential Data"). The Confidential Data shall be returned to Buyer upon demand or upon completion by Seller of its obligations hereunder. Seller may not directly or indirectly use any such Confidential Data, nor any information derived therefrom, for any purpose other than to perform this Contract without obtaining Buyer's express written consent, and shall not divulge or use such Confidential Data for the benefit of any other party, except as required for the efficient performance of this Purchase Order. Seller shall not make copies or permit copies to be made of the Confidential Data without the prior written consent of Buyer. The provisions of this Contract are in addition to and do not supersede or merge with the terms of any confidentiality or similar agreement signed by the parties, each of which will remain in full force and effect for the period stated therein, but for at least

two years beyond the last date that Goods or Services are provided by Seller to Buyer under this Contract. For the avoidance of doubt, Seller shall not disclose the Confidential Data to third parties after the expiration or termination of this Contract. Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or Services herein ordered, or use any trademarks or trade names of Buyer or Buyer's customers in Seller's advertising or promotional materials without Buyer's written consent.

18. **Intellectual Property.** Buyer or Buyer's subcontractor, if any, shall have the right to repair, reconstruct, or rebuild the specific Goods delivered under this Purchase Order/Contract without payment of any royalty to Seller. Except as authorized by Buyer in writing, Seller shall not use, for Seller's own use or sell to third parties, parts manufactured based upon Buyer's drawings and/or specifications. To the extent this Purchase Order is issued for the creation of copyrightable or patentable works, the works shall be considered "works for hire" on behalf of Buyer. 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 intellectual property rights therein. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights, patents and mask work rights in any Goods or related material created under this Purchase Order. Neither Seller nor its assignees shall assert against Buyer any copyright of Seller furnished to Buyer in the course of this order. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information owned by Seller which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods or services covered by this Purchase Order.

19. **Remedies.** The rights and remedies reserved to Buyer in this Contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any Goods fail to conform to the warranties set forth in this Purchase Order, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse

Buyer for any damages, including incidental and consequential damages, caused by such nonconforming Goods, including without limitation, costs, expenses and losses incurred by Buyer in: (a) inspecting, sorting, repairing or replacing such nonconforming Goods; (b) 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. Seller shall enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Goods if requested by Buyer.

20. **Labor Disputes.** Seller shall notify Buyer of any actual or potential labor dispute delaying or threatening to delay timely performance of this Purchase Order/Contract. Seller shall notify Buyer in writing six (6) months in advance of the expiration of any current labor contracts. Seller shall deliver a supply of finished Goods at least thirty (30) days prior to the expiration of any such labor contract, in quantities and for storage at sites designated by Buyer.

21. **Compliance with Laws.** Seller shall comply with all applicable federal, state, local laws, executive orders, rules, regulations, conventions, ordinances and standards of the country(ies) of destination including those that relate to the manufacture, labeling, transportation, importations, licensing, approval or certification of the Goods or Services, including without limitation, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety which may be applicable to Seller's performance of its obligations under this Contract. Subject to applicable local laws, Seller represents and warrants that neither it nor any of its subcontractors, if any, permitted, or will utilize slave, prisoner, child labor or any other form of forced or involuntary labor in the supply of Goods or provision of services under this Contract. Seller shall certify in writing Seller's compliance with such laws at Buyer's request.

22. **Materials, Disclosures, Special Warnings and Instructions.** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct (a) list of all materials in the Goods purchased under this Contract, (b) the amount of one or more materials, and (c) information concerning any changes in or additions to such materials. Prior to and with the shipments of the Goods purchased under this Contract, Seller shall furnish to Buyer sufficient warning and notice in writing (including appropriate labels on Goods, containers and packing) of any hazardous material which is 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 which 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. Seller shall make available and provide to Buyer Material Safety Data Sheets (MSDS) upon request.

23. **Governing Law and Choice of Forum.** This Purchase Order/Contract shall be construed and governed in accordance with the laws of the United States of America and the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Each party hereby agrees that the forum and venue for any legal or equitable action or proceeding arising out of, or in conjunction with this Contract will lie in the appropriate federal or state courts in the State of Michigan and specifically waives any and all objections to such jurisdiction or venue.

24. **Certificate of Origin.** Seller shall provide a signed certificate which identifies the country of origin of the Goods within ten calendar days of receiving a written request from Buyer.

25. **Setoff.** 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 related companies, and Buyer may deduct any amounts due or to become due from Seller to Buyer and its related companies from any sums due or to become due from Buyer to Seller.

26. **Duty Drawback Rights.** This Purchase Order/Contract includes all related customs duty and import drawback rights, if any, including rights developed by substitution and rights which may be acquired from Seller's suppliers, which Seller can transfer to Buyer. Seller shall inform Buyer of the existence of any such rights and shall supply such documents as may be required to obtain such drawback upon request.

27. **Force Majeure.** Neither party shall be liable for defaults due to Acts of God or the public enemy, acts or demands of any government or any government agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning of such circumstance. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller or have Seller provide the Goods from other sources in quantities and at times requested by Buyer and at the price set forth in this Contract. Seller shall within (10) days of such request, provide adequate assurances that such delay beyond its control shall not exceed thirty days. If the delay lasts more than thirty days or Seller does not provide adequate assurance that the delay will cease within thirty days, Buyer may immediately cancel the order without liability and terminate the Contract without any liability.

28. **Assignment.** Seller shall not, in whole or in part, assign this Contract or delegate the performance of its duties without the prior written consent of Buyer. Any such assignment or delegation, or any attempt thereof, without

Buyer's written consent shall cause a termination of this Contract for cause under Paragraph 7 of this Purchase Order. Regardless of any consent or lack of consent by Buyer, Seller shall remain fully liable to Buyer in respect to all warranties, representations and covenants of Seller in this Contract.

29. **Severability.** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

30. **Waiver.** Except as otherwise stipulated in this Contract, no failure or delay by Buyer to this Contract in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

31. **Notices.** Notices or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, to the addressee at the address or number set forth on the front of this Purchase Order or in any case to such other address or number as shall be furnished in writing by either such party, and any such notice or communication shall be received when hand delivered, or received by US mail.

32. **Entire Agreement; Amendment.** This Purchase Order, together with any referenced specifications, drawings, designs, change orders, fabrication or shipment releases, and amendments hereto that are accepted and signed by the parties represent the entire agreement and supersede all prior negotiations, representations, agreement, quotes and catalogues, whether written or oral, may not be modified by any prior or subsequent terms and conditions tendered by Seller, and may

not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions of this Purchase Order conflict with any prior or subsequent agreement of the parties, this Purchase Order will control. This Purchase Order may not be modified or rescinded except by express written agreement signed by both parties.