

## General Terms and Conditions of Purchase

### 1. Applicability.

- a. This purchase order is an offer by Reed City Group (the "**Buyer**") for the purchase of the goods specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Supplier**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Order.
- b. These Terms apply to any repaired or replacement Goods provided by Supplier hereunder.
- c. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

### 2. Scope and Acceptance.

- a. This Order is not binding on Buyer until Supplier accepts the Order in writing by returning a copy of the Order signed by Supplier within seven (7) days of receipt of the Order. If Supplier does not accept the Order in writing within seven (7) days of Supplier's receipt of the Order, this Order will lapse. Buyer may withdraw the Order any time before it is accepted by Supplier. Buyer may, however, elect to consider Supplier's oral quotation or acceptance of an Order, based on Supplier's commenced performance of and provided written notice to Buyer and its terms (and of no other terms) of the Order. Buyer objects to any additional or contrary terms in Supplier's quotation or acceptance, and the terms herein shall be binding upon the parties.
- b. An Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal. Reference in an Order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of an Order. A reference to Supplier's proposal or quotation in an Order is not an acceptance to Buyer of terms which conflict with forms and documents provided by Buyer that are a part of an Order. TERMS AND CONDITIONS IN AN ATTEMPTED ACKNOWLEDGMENT OF AN ORDER INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF AN ORDER IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING, AND BUYER HEREBY OBJECTS THERETO. No course of performance or conduct by Buyer shall be construed to waive, modify, or otherwise adversely affect Buyer's rights.

### 3. Prices.

- a. The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

- b. Supplier represents and warrants that the price for the Goods is the lowest price charged by Supplier to any of its external buyers for similar volumes of similar Goods. If Supplier charges any other buyer a lower price, Supplier must apply that price to all Goods under this Order. If Supplier fails to meet the lower price, Buyer, at its option, may terminate this Order without liability pursuant to **Section 15**.
- c. Supplier shall issue an invoice to Buyer on or any time after the completion of the delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Supplier within 60 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and made by ACH. In the event of a payment dispute, Buyer shall deliver a written statement to Supplier no later than 14 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 3(c). The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any such dispute.
- d. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier under the Order.

**4. Delivery.**

- a. All Goods shall be delivered to the address specified to the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. If delivery is "A.S.A.P." with a date indicated therewith, delivery must be on or before that date. If an Order is identified as a "Blanket" Order, deliveries are to be made only in quantities and at times specified in the delivery schedule set forth herein or as otherwise specified by Buyer. Buyer shall have no liability for payment of Goods delivered to Buyer which are in excess of quantities specified in an Order or in the delivery schedules. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments.
- b. All shipping, drayage, demurrage, storage, insurance, packing, and related charges shall be according to the terms of the Order, and then billed to Buyer if Buyer is responsible for such charges according to the terms of an Order. Supplier shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Supplier shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading, and any other documents necessary to release the Goods to Buyer within five (5) business days after Supplier delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the Order. All Goods shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof. All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Supplier's expense.

**5. Late Delivery and Penalty.**

- a. *Capital Expenses* - In case of delayed delivery except for Force Majeure cases, the Supplier shall pay to the Buyer for every week of delay penalty amounting to 0.5% of the total value of the Goods whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 5% of the total value of the Goods involved in late delivery. If the delay is more than 10 weeks, the Buyer is entitled to terminate this Agreement. The Supplier, however, will still be responsible for the above-mentioned penalties. In case the Buyer delays the payment or issue of line of credit, the Supplier will not be responsible for late delivery. If Supplier does not deliver the Goods, the Buyer is entitled to withhold any pending payment to the Supplier no matter whether an amount is owed on previously delivered Goods.
- b. *Direct Materials* – In case of delayed delivery except for Force Majeure cases, the Supplier shall pay to the Buyer for every week of delay penalty amounting to 9% of the total value of the project the goods are intended for and experience a delivery delay caused by the direct material goods or services. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 40% of the total value of the project involved in late delivery. If the delay is more than 10 weeks, the Buyer is entitled to terminate this Contract. However, the Supplier will still be responsible for above mentioned penalties. Vice versa, in case the Buyer delays the payment or issue of L/C due to the Buyer's reason, the Supplier will not be responsible for late delivery. If Supplier does not deliver the Goods, the Buyer is entitled to withhold any pending payment to the Supplier no matter whether such unpaid on Goods.

**6. Risk of Loss and Title to Goods.**

- a. All shipments are at the risk of the Supplier, regardless of the F.O.B. point. If risk of loss is assumed by Buyer in writing, all risk casualty insurance for the full value of the Goods must be provided by the Supplier for the benefit of Buyer. The cost of any insurance must be paid by the Supplier unless otherwise agreed to in writing by Buyer. Under no condition will the risk of loss be that of Buyer unless such insurance is provided. Risk of loss shall not be governed by transfer of title.
- b. Title to Goods shall vest in Buyer upon delivery of the Goods to the Delivery Location as stated on the purchase order as the FOB location. Identification shall occur not later than the date the Supplier acquires or begins manufacture of the Goods.

**7. Samples and Specifications.**

- a. Supplier, at its sole expense, shall fabricate from production tooling and processes and furnish to Buyer the number of samples specified on the face the Order, or if none is specified, a reasonable number of samples. Supplier shall inspect such samples before delivery and shall certify inspection results in the manner requested by Buyer.
- b. Buyer reserves the right at any time to make changes in quantities, drawings, specifications, testing or quality control, packing, shipment, scope of work and other terms of an Order. Any purported change shall be binding on Buyer only if made in a writing signed by Buyer. Any difference in price or time for performance necessarily resulting from such changes shall be adjusted equitably and an amendment to the Order or delivery schedule shall be provided in writing, provided Supplier makes demand for such adjustments and delivers all supporting documentation within 10 days of receipt of Buyer's change. Time is of the essence for such demand. The price shall be adjusted solely to compensate Supplier for increased costs of

materials and direct labor costs necessarily incurred as a result of the changes. No adjustments shall be made for any change unless in a writing signed by Buyer. Supplier may not substitute materials or change the specifications of the Goods in any way without written authorization from Buyer.

**8. Safe Use and Maximum Life of Goods.**

- a. Prior to and with the shipment of the Goods, Supplier shall furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Goods, containers, and packing) of any hazardous material with handling instructions necessary to advise carriers, Buyer, and their respective employees of measures that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods. Supplier shall provide with the Goods, in English and in writing, all information necessary for the safe installation, use, maintenance, and repairs of the Goods and to maximize the efficient use and useful life of the Goods.

**9. Inspection.**

- a. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Supplier shall, at its expense, within 14 days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Order for cause pursuant to **Section 15**. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Supplier's obligations under the Order, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.
- b. If any inspection or test is made on the premises of Supplier or its supplier(s), Supplier without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Supplier or its supplier(s), shall be performed in such a manner as not to unduly delay the Supplier.

**10. Marking.**

Markings shall be in English, bar code, permanent, and such other form as determined by Buyer.

**11. Confidential Information.**

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Supplier shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for

any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

**12. Indemnity.**

- a. Supplier shall defend, indemnify and hold harmless Buyer, and Buyer's subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the products purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Terms. Supplier shall not enter into any settlement without Buyer's or Indemnitee's prior written consent
- b. Supplier shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Buyer's or Indemnitee's prior written consent.

**13. Warranty.**

- a. Supplier warrants to Buyer that for a period of 24 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. 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 Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, promptly but not more than [NUMBER] days 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 Supplier and the delivery of repaired or replacement Goods to Buyer.
- b. Supplier warrants that its performance of an Order shall be in compliance with the provisions of those sections of ISO-9001 applicable to the obligations of the Supplier under the Order, whether or not Supplier is registered under such standards.

**14. Insurance.**

- a. During the term of the Order and for a period of 30 days thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability). Supplier shall furnish an insurance carrier's certificate showing that Supplier has adequate insurance coverage with financially sound and reputable insurers in the following minimum amounts: workmen's compensation – statutory limits for jurisdictions in which work is to be performed; employer's liability - \$100,000.00; general liability – bodily injury \$500,000/1,000,000; automobile liability – bodily injury

\$500,000.00 per person and \$1,000,000.00 per occurrence and property damage \$500,000.00. Liability coverage shall include completed products and operations coverage. The certificate must certify that the required insurance is not canceled or materially changed until ten days after prior written notice has been delivered to the Buyer. Supplier shall provide Buyer with 5 days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

- b. If Supplier's work under an Order involves operations by Supplier on the premises of Buyer or one of its customers, Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, as the case may be, shall defend and indemnify Buyer against any claim which may result in any way from any act or omission of Supplier, its agents, or subcontractors.
- c. The Supplier shall indemnify Buyer for any and all damages and reasonable expenses (including reasonable attorney fees) incurred because of property damages, personal injury, or other claims arising out of the condition, labeling, engineering, use, sale, storage, design, safety, etc. of the Goods whether or not incorporated in another product, if the damages claimed were not caused solely by Buyer. The Supplier waives the application of the doctrine of comparative negligence.

**15. Termination.**

Buyer may immediately terminate all or any part of an Order or any releases issued pursuant to an Order for Buyer's convenience, at any time and for any or no reason, by giving written notice to Supplier. Upon such termination, Buyer shall pay to Supplier in full satisfaction of any claim the following amounts without duplication: (i) an Order price for all custom manufactured Goods which have been completed in accordance with an Order or release not previously paid; and (ii) the actual direct costs of work in process and raw materials incurred by Supplier in furnishing the customized Goods under an Order or any releases issued pursuant to an Order or release to the extent such costs are reasonable in amount and are properly allowable or apportionable, under generally accepted accounting principles, to the terminated portion of an Order or any releases issued pursuant to an Order; less, however, the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Supplier with Buyer's written consent, and the cost of any damaged or destroyed Goods or materials.

**16. Default and Remedies.**

- a. Supplier shall be in default: (1) if Supplier fails to perform any obligation within the time specified herein or any extension thereof or upon Buyer's demand if no time has been specified; or (2) if Supplier fails to perform any of the other provisions of an Order, or so fails to make progress as to make Buyer reasonably apprehensive about Supplier's ability or willingness to perform its obligations; and if in either of these two circumstances Supplier does not cure such failure within a period of two (2) days or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure. Upon such default, Buyer may by written notice of default to Supplier (i) terminate the whole or any part of an Order; and (ii) procure alternative goods or services upon such terms as it shall deem appropriate. Supplier shall continue performance of an Order to the extent not terminated and shall be liable to Buyer for any excess costs for such similar supplies or services and other direct, incidental, and consequential damages. As an alternative remedy, and in lieu of termination for default, Buyer, at its sole

discretion, may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in Supplier's performance in which case an equitable reduction in an Order price shall be established by Buyer to compensate Buyer for its damages. In the event Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of an Order, Supplier shall promptly notify Buyer in writing. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under an Order. Time is of the essence as to Buyer's notices to Supplier and Supplier's performance.

- b. If any of the Goods ordered are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of an Order, Buyer, in addition to such other rights, remedies and choices as it may have under an Order or by law, at its option and sole discretion may: (i) reject and return such Goods at Supplier's expense; or (ii) require Supplier to inspect the Goods and remove and replace nonconforming Goods with Goods that conform to an Order. If Buyer elects option (ii) above and Supplier fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option and Supplier's cost, inspect and repair or replace the Goods.
- c. Supplier grants Buyer a security interest in the Goods to secure Supplier's performance and return of deposits, and grants Buyer an irrevocable power of attorney to execute and file financing statements.
- d. Supplier's continued holding of the Goods and property delivered to Supplier after proper demand has been made for delivery will substantially impair the value of the Goods and property, and Buyer shall be entitled to a court order for possession.
- e. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**17. Material Furnished by Buyer and Its Customer.**

Unless otherwise agreed in writing, all tooling, equipment or material of every description furnished to Supplier by Buyer or its customer or paid for by Buyer ("Furnished Property"), and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer or its customer and held in trust for the benefit of Buyer or its customer. Furnished Property shall be plainly marked or otherwise adequately identified by Supplier as the property of Buyer or its customer and shall be safely stored separate and apart from Supplier's property. Buyer may enter Supplier's premises and inspect Furnished Property and all related records during normal business hours. Supplier shall not substitute any of its own property for Buyer's or Buyer's customer's property and shall not use Furnished Property except in filling an Orders. Such property while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer or its customer and shall be subject to removal at Buyer's written request, in which event Supplier shall prepare Furnished Property for shipment and shall redeliver it to Buyer or its customer in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense. Supplier waives any right to retain possession of Furnished Property to secure payment of amounts owed or for any other reason. Buyer may purchase from Supplier specialized tooling and materials used in the production of Goods, at their unamortized cost.

**18. Force Majeure.**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, pandemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Supplier's economic hardship or changes in market conditions are not considered *Force Majeure* Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Supplier from carrying out its obligations under the Order for a continuous period of more than 30 days business days, Buyer may terminate this Order immediately by giving written notice to Supplier.

**19. Compliance With Laws.**

- a. Supplier shall promptly furnish to Buyer (i) upon written request a list of all materials in the Goods and, as necessary, the quantities of such and (ii) thereafter information concerning any change in composition of Goods.
- b. Supplier warrants that each chemical substance constituting or contained in the Goods sold is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. Seq.) as amended, and that the Goods are not hazardous under any state or federal law except as clearly stated on the shipping and storage containers. Supplier shall provide Material Safety Data Sheets as appropriate for the Goods.
- c. Supplier warrants that the Goods shall comply with applicable sections of the Federal Consumer Product Safety Act (15 U.S.C. Sec. 2051 et seq.) as amended, and the Federal Hazardous Substances Act (15 U.S.C. 1261 et seq.) as amended, and standards and regulations thereunder. Supplier shall defend and indemnify Buyer from claims alleging improper dispositions of the Goods except for grossly negligent dispositions.
- d. Supplier warrants that the Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) and Supplier shall insert a certificate to that effect on all invoices submitted in connection with an Order.
- e. Supplier warrants that it shall comply with all applicable industry, federal, state, or local laws, rules, regulations or ordinances and standards as to the Goods and otherwise in the performance of an Order.

**20. Applicable Law.**

- a. An Order is to be construed and enforced under the laws of the State of Michigan without giving effect to any choice of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. The Convention on the International Sales of Goods shall not apply. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in Reed City and County of Osceola, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Any declaration of



unenforceability of a provision hereof shall be as narrow as possible and shall not void an Order or any other provision.

- b. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

21. **Entire Agreement.**

An Order (including these General Terms and Conditions of Purchase) is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade may be used by Supplier to supplement or explain any term used in an Order. All modifications and waivers must be in a writing signed by Supplier and Buyer, except as otherwise provided in an Order. If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. **Relationship of Parties.**

This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. **No Implied Waiver.**

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

24. **Notices.**

All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. **Survival.**

Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.