

**Mac Arthur Corporation**  
**General Terms and Conditions of Purchase**  
*Last revised July 17, 2017*

Notwithstanding anything to the contrary in any quotation, purchase order or other communication (except a subsequent written amendment signed by the parties), the following terms will apply exclusively to all purchases by Mac Arthur Corporation or its designated subsidiaries from the Seller of goods and/or services other than purchases for capital equipment and services directly related to the production and/or installation thereof. For any purchase of such capital equipment and services, Mac Arthur Corporation's Machinery and Equipment Terms and Conditions (available at <http://www.macarthurcorp.com>) will apply instead of these terms.

**1. General.**

a. Contract. These General Terms and Conditions of Purchase ("Terms") are the only terms which govern the purchase of the goods ("Goods") and services ("Services") by Mac Arthur Corporation ("Buyer") from the seller of such Goods and/or Services ("Seller"), unless Buyer and Seller sign a separate amendment/addendum covering the sale of the Goods and Services covered hereby, in which case the terms and conditions of said amendment/addendum shall prevail to the extent they are inconsistent with these Terms. Seller acknowledges and agrees that it has read and understands these Terms. The Buyer-issued purchase order for the Goods and/or Services ("Purchase Order") and these Terms (collectively, the "Contract") comprise the entire agreement between the parties, and supersede all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted its sales confirmation or such terms. This Contract expressly limits Seller's acceptance to the terms of this Contract. Seller further acknowledges and agrees that Seller is responsible for complying with all of Buyer's policies, guidelines, manuals and requirements related to the provision of the Goods and Services, including any amendments or modifications as may be implemented by Buyer.

b. Acceptance. Seller will be deemed to have accepted this Contract, which Seller acknowledges includes these Terms in their entirety without modification, upon the earliest of: (i) Seller's acknowledgement of this Contract in writing, (ii) Seller's failure to reject any Purchase Order or Purchase Order amendment in writing within five days after Buyer issues it, (iii) Seller's commencement of any of the work or services which are related to or in anticipation of performance of this Contract, or (iv) any other conduct by Seller that indicates Seller is fulfilling Buyer's Purchase Order or otherwise accepting this Contract, including any actions by Seller in preparation for Seller's performance under this Contract, including, material procurement, capacity reservation, testing, or delivery of prototype or pilot parts. Any additions to, changes in, modifications of, or revisions of this Contract (including these Terms) which Seller proposes whether in a quotation, purchase order acknowledgement, invoice or other document or communication will be deemed material and are expressly rejected by Buyer unless agreed to in writing by an authorized Mac Arthur Corporation Representative.

**2. Purchase Price and Terms of Payment.**

a. The price of the Goods and Services is the price stated in the Purchase Order or Contract. If no price is included in the Purchase Order or Contract, the price shall be the lesser of the price set out in Seller's published price list in force as of the date of the Purchase Order, the price agreed upon by the Buyer at or prior to the issuance of the Purchase Order and the price included within Seller's quotation. The Price includes all packaging, transportation costs to the delivery location defined on the Purchase Order or as otherwise specified in these Terms, 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. Seller agrees to obtain from Buyer a purchase order number for any and all Purchase Orders of goods and/or services. Seller will clearly reference the purchase order number on the applicable invoice(s). Seller acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in delayed payment.

c. Unless otherwise specified on the Purchase Order, payment of the purchase price shall be due seventy-days after the later of Buyer's receipt of Seller's correct invoice for a shipment of Goods/provision of Services or the date on which the Goods and/or Services are received by Buyer. Seller agrees that it will take no adverse action against Buyer for any invoices not paid resulting from Seller's failure to obtain or clearly reference purchase order numbers on the applicable invoices or accurately invoice to the Buyer. The purchase price for the Goods and/or Services shall include all taxes, customs duties, customs fees or other governmental charges due with respect to same.

d. Without prejudice to any other right or remedy it may have, Buyer may, at any time, set off any amount owing to it or any of its affiliates by Seller or any of its affiliates against any amount payable by Buyer or any of its affiliates to Seller or any of its affiliates.

e. All payments must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Contract notwithstanding any such dispute.

### **3. Shipment, Delivery and Acceptance**

a. Seller will (i) pack, mark and ship Goods as instructed by Buyer or the carriers and in accordance with any applicable laws or regulations and in a manner sufficient to ensure that the Goods are delivered in undamaged condition, (ii) route shipments as Buyer instructs, (iii) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (iv) provide packing slips with each shipment that identify Buyer's purchase order and release number and the date of the shipment, and (v) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the Goods shipped as Buyer or the carrier requires. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the Goods. Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("Shipping Documents") provided to Buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.

b. Delivery will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. If no delivery date is specified, Seller shall deliver the Goods in accordance with Buyer's requirements, which, for the avoidance of doubt, Seller shall request from Buyer at the time of entry into this Contract if no delivery date is specified. If Seller fails to deliver the Goods/provide the Services in full on the delivery date, Buyer may terminate this Contract immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods and/or Services on the delivery date. Buyer has the right to return any Goods delivered prior to the required delivery date at Seller's expense and Seller shall redeliver the Goods on such delivery date. Buyer will not be required to pay for any Goods or Services that do not meet the delivery schedules or to accept Goods or Services that are delivered in advance of the delivery date specified in the Contract. Seller bears the risk of loss of all Goods and Services delivered in advance of the delivery date specified in the Contract.

c. If the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate and/or quantity of scheduled shipments (i.e., increase or decrease) or direct

temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

d. Seller shall deliver all Goods and Services to the address specified in the Purchase Order (the "delivery point") during Buyer's normal business hours or as otherwise instructed by Buyer. Delivery shall be made FOB delivery point unless otherwise specified in the Contract. Title and risk of loss passes to Buyer upon delivery of the Goods at the delivery point. If Seller fails for any reason, other than Buyer's failure to fulfill its obligations under this Contract, to have Goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified or utilized by Buyer, Buyer will have the right to either arrange for shipment of the Goods or require Seller to ship the Goods, in each case using a premium (more expeditious) method of transportation, and Seller will pay or reimburse Buyer for the entire cost of such premium shipment.

e. Seller shall provide the Services to Buyer as described in and in accordance with the Contract, including, without limitation, the schedules attached to the Purchase Order, if any.

f. 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 Seller, to: (i) rescind this Contract in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, immediately replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges and loss of production, inspection, sorting, or production slowdowns, field service campaigns and other corrective service actions, and administrative costs and labor costs to perform such work. If Seller fails to timely deliver replacement Goods, Buyer may replace them with Goods from a third party and charge Seller the cost thereof and terminate this Contract for cause pursuant to Section 15. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Purchase Order and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

#### **4. Warranty Provisions.**

a. Seller warrants to Buyer that for a period of 24 months from the applicable delivery date, all Goods will: (i) conform to the then current release/revision level (based on the date Buyer's release is issued to Seller) of Buyer's applicable specifications and drawings, (ii) conform to applicable specifications, drawings, designs, samples and other requirements, (iii) be merchantable, (iv) be of good material and workmanship, (v) be free from defect, (vi) be fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer, and (vii) comply with all guidelines, standards and other requirements incorporated and made a part of this Contract. Seller further warrants and guarantees to Buyer, its successors, assigns and customers, that the Goods will not infringe or misappropriate any third party's patent or other intellectual property rights and that Seller will, at the time of delivery, convey to Buyer good title for all Goods covered by the Contract, free and clear of all liens, claims or other encumbrances. If requested by Buyer, Seller will enter into a separate Contract the administration or processing of warranty chargebacks for non-conforming Goods.

b. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract.

c. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods and/or Services by Buyer. The warranties set forth in this Section 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 or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly within 10 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 Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, repair or re-perform the applicable Services.

#### **5. Remedies and Damages.**

a. If any Goods or Services are reasonably determined (including by use of statistical analysis or other sampling methodology) to fail to conform to the warranties set forth in this Contract, Seller will reimburse Buyer for all losses, costs and damages caused by such non-conforming Goods and/or Services. Such costs and damages may include costs, expenses and losses of Buyer and/or its customers arising from: (a) inspection, sorting, repair or replacement of any non-conforming Goods and/or Services or any system or component that incorporates such non-conforming Goods and/or Services, (b) production interruptions (c) sorting of Goods and/or Services (d) corrective service actions, including the amounts paid to third parties and/or for Goods and/or Services and replacement parts or other capital expenses and the labor costs to perform such work, and (e) payments made to Buyer's customers under any applicable warranty programs or policies.

#### **6. Default.**

a. Seller shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties or obligations hereunder, or if it performs or fails to perform any other act, whether pursuant to this Contract or otherwise, which gives Buyer reasonable grounds to feel insecure with respect to Seller's future performance hereunder.

b. Upon default by Seller hereunder, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or under applicable law: (i) reject or revoke acceptance of any or all of the Goods and/or Services, whether or not such Goods and/or Services are defective and whether or not the condition of delivery thereof otherwise relates to, pertains to, concerns or gives rise to such event of default; and/or (ii) terminate this Contract without any obligation whatsoever with respect to Goods and Services not yet delivered to Buyer at the time of such termination. Buyer's decision to pursue any one such remedy shall not be deemed to be an election not to pursue any other remedy at the same time or at any other time.

#### **7. Indemnification.**

a. Seller will defend, hold harmless and indemnify Buyer, Buyer's affiliates, Buyer's customers, and their respective successors, assigns, directors, officers, employees and agents from and against any and all lawsuits, actions, claims, demands, judgments, fines, costs (including attorney and other professional fees and disbursements), expenses, losses, liabilities and damages, including any special, incidental, consequential, punitive and exemplary damages (collectively, "Damages") that any Buyer indemnified party may suffer or sustain or be in any way subjected to on account of: (i) Seller's failure to perform its obligations under this Contract or applicable law, including claims based on Seller's breach of warranty (whether or not the Goods and/or Services have been incorporated into Buyer's products and/or resold by Buyer and regardless of whether such Damages arise under tort, negligence, contract, warranty, strict liability or any other legal theories); (ii) infringement or alleged infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) relating to the Goods and/or Services covered by this Contract, including any claims in circumstances where Seller has provided only part of the Goods or Services (Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications or combination with other goods, materials or services); (iii) the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises for damages arising out of bodily injury or death of a person or damages to property caused by or resulting from gross negligence or willful misconduct of Buyer or Buyer's customer; and (iv) any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the Goods and/or Services supplied by Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or any other legal theories).

## **8. Insurance.**

a. For the duration of this Contract and for three years following its completion or termination, Seller shall secure and maintain in effect, at its own expense, by insurance companies rated A-VII or better by A.M. Best, at least the following insurance coverage that will fully protect both Seller and Buyer: commercial general liability (including product liability and completed operations liability) in a sum no less than \$1 million per occurrence, automobile liability with a minimum combined single limit of \$ 1 million per occurrence, worker's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount no less than \$1 million per occurrence. The insurance Seller is required to maintain under this Contract shall (i) name Buyer and its affiliates, directors, officers, employees and agents ("Buyer Parties") as additional insureds, (ii) be endorsed to provide a waiver of subrogation in favor of Buyer Parties, and (iii) be primary over any other insurance available to Buyer or any self-insurance program of Buyer.

b. Prior to delivery of any Goods and/or Services, Seller will provide to Buyer certificate(s) of insurance evidencing that Seller maintains insurance in accordance with the foregoing requirements. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event the insurance is not in compliance with Buyer's requirements. Buyer's receipt and/or acceptance of certificate(s) not in compliance with Buyer's requirements shall not be construed as a waiver of such insurance requirements, which constitute a material condition to this Contract. Further, the insurance coverage and amounts to be maintained are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Seller.

## **9. General provisions.**

a. In order to assess Seller's performance under and compliance with the Contract, including but not limited to Seller's compliance with respect to pricing, specifications, warranties and certifications, Buyer and/or its designated representative(s) shall have the right upon reasonable notice to Seller to access and audit Seller's facilities, books, records, goods and services related to the Contract and the Goods and Services. The costs of any such audit will be paid by Buyer, unless the audit reveals any nonconformance by Seller, in which case Seller will promptly reimburse Buyer for the reasonable costs of the audit.

b. Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to meet the Purchase Order requirements. Time is of the essence in Seller's performance. Seller must immediately notify Buyer whenever Seller has knowledge of an actual or potential delay to the timely performance of the Purchase Order. In the event of Seller's refusal or failure to meet the delivery date(s) specified in the Purchase Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs incurred thereby to Seller, or cancel all or part of the Purchase Order

c. Seller may not assign or subcontract any of its rights or obligations without Buyer's prior written consent. Seller is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any subcontractor's acts or omissions. Nothing contained in this Contract shall create any contractual relationship between Buyer and any Seller subcontractor or supplier.

d. Seller shall not advertise, publicly announce or provide to any other party information relating to the existence of this Contract or use Buyer's name in any format for any promotion, publicity marketing or advertising purpose, without Buyer's prior written consent.

## **10. Confidential Information and Intellectual Property.**

a. All non-public, confidential or proprietary information of 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 Seller, 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 this Contract is confidential, solely for the purpose of performing this Contract

and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller 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 does not apply to information that Seller can prove by written records is: (i) in the public domain; (ii) known to Seller at the time of disclosure; or (iii) rightfully obtained by Seller on a non-confidential basis from a third party. (

b, The title to any tangible property, including but not limited to material, goods, equipment, apparatus, documents, and literary property (e.g., drawings, manuscripts, artwork, motion pictures, video programs, and computer software), provided to Seller by Buyer or produced by Seller in submitting a bid or estimate or in carrying out a Purchase Order for Buyer shall be vested in Buyer, and Seller agrees to return or deliver such tangible property, as well as any documentation reasonably requested by Buyer to evidence such vesting, to Buyer upon request.

c. Seller hereby expressly assigns to Buyer all copyrights in and to any literary property and works of authorship produced by Seller for Buyer. Every work or idea created or acquired by or on behalf of the Seller for Buyer (past and future) shall be considered a "work made for hire" on behalf of the Buyer. It is the intent of the parties that Buyer shall have unrestricted ownership in and to all such works and to any derivative works, without further compensation of any kind to the Seller. To the extent that the law would fail to automatically vest in Buyer the full unrestricted ownership of all such works under "work for hire" treatment or similar concepts, the Seller hereby assigns to Buyer the copyright and any and all other rights in and to every such work including any derivatives, and the Seller waives any claim of moral right that it may have in or in connection with such work.

#### **11. Seller's Obligations Regarding Services.**

a. Seller shall: (i) before the date on which the Services are to start, obtain, and at all times during the term of this Contract, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (ii) ensure that the Seller complies with its contractual and legal obligations while providing the Services; (iii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; (iv) maintain and keep accurate records relating to the provision of the Services under this Contract, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Contract and for a period of 2 years thereafter upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services; (v) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "permitted subcontractor"). Buyer's approval shall not relieve Seller of its obligations under the Contract and Seller shall remain fully responsible for the performance of each such permitted subcontractor and its employees and for their compliance with all of the terms and conditions of the Contract as if they were Seller's own employees; (vi) require each permitted subcontractor to be bound in writing by the confidentiality provisions of the Contract; (vii) ensure that all persons, whether employees, agents, subcontractors or anyone acting for or on behalf of the Seller are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (viii) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Buyer; and (ix) keep and maintain any Buyer equipment and materials in its possession in good working order and shall not dispose of or use such equipment or materials other than in accordance with Buyer's written instructions or authorization.

#### **12. Change Orders.**

a. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Goods and/or Services. Seller shall within two days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Contract.

### **13. Limitation of Liability.**

a. Buyer shall not be liable under any circumstances for any special, indirect, incidental, punitive or consequential damages, loss of profits or revenue, damage or loss of other property or goods or cost of capital whether based on contract, warranty, tort (including negligence of any nature, whether sole or concurrent), strict liability or otherwise.

### **15. Termination.**

a. In addition to any remedies that may be provided under these terms, Buyer may terminate this Contract with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Contract upon written notice to Seller. If Buyer terminates the Contract for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

### **16. Waiver.**

a. No waiver by Buyer of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### **17. Force Majeure.**

a. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Contract 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 may include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller 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 this Contract. If a Force Majeure Event prevents Seller from carrying out its obligations under this Contract for a continuous period of more than 20 business days, Buyer may terminate this Contract immediately by giving written notice to Seller.

### **18. Assignment and Relationship of the Parties.**

a. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Contract without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Contract without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

b. The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**19. No Third-Party Beneficiaries.**

a. Except for indemnified parties under this Contract, which are, for the avoidance of doubt, hereby designated third party beneficiaries of the applicable indemnity obligations, entitled to enforce same as if such parties were party to this Contract, this Contract 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 this Contract.

**20. Governing Law and Submission to Jurisdiction.**

a. This Contract shall be governed by and interpreted in accordance with the laws in the State of Michigan and Genesee County without reference to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

b. Any legal suit, action or proceeding arising out of or relating to this Contract 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 the City of Grand Blanc and County of Genesee and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**21. Notices**

a. All notices, requests, 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 the Sales Confirmation 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 (Except as otherwise provided in this Contract 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.

**22. Severability.**

a. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or Purchase Order invalidate or render unenforceable such term or provision in any other jurisdiction.

**23. Survival.**

a. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after termination or expiration of this Contract including, but not limited to, the following provisions: Insurance, Indemnification, Compliance with Laws, Confidential Information, Governing Law submission to Jurisdiction/Arbitration and Survival.

