

SHAMROCK
INTERNATIONAL
Shamrock International, LLC
Terms and Conditions of Sale

All Quotations, Letters of Authorization, Purchase Orders, Order Confirmations, Order Acknowledgements, Invoices or any other form (in any media) for placing orders for goods or services from Shamrock International, LLC (“Order”) are expressly subject to the terms and conditions (“Terms and Conditions”) set forth herein. Shamrock International, LLC is hereafter referred to as “Seller”, and the original purchaser of the products or services of Seller (collectively, “Goods”) is hereafter referred to as “Buyer.”

1. **OFFER AND ACCEPTANCE** – THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS ARE REJECTED UNLESS EXPRESSLY AGREED IN WRITING SIGNED BY AN OFFICER OF SELLER, NOTWITHSTANDING ANY PRIOR TRANSACTIONS OR COURSE OF DEALING BETWEEN BUYER AND SELLER. No Order of any kind between Buyer and Seller shall be binding on Seller unless and until it is accepted by Seller. Acceptance of Buyer’s Order is upon these Terms and Conditions; provided, however, if Buyer’s Order or offer is expressly conditioned upon Seller’s acceptance of Buyer’s terms and conditions, and the terms of quantity, price and the description of the Goods of Seller in Buyer’s offer are the same as set forth in Seller’s acceptance, then all other contrary or different terms in Buyer’s offer are expressly rejected and Seller’s acceptance shall create an agreement between Buyer and Seller to the extent of all consistent terms between Buyer’s offer and Seller’s acceptance, subject to and conditioned upon Buyer’s consent to any of these Terms and Conditions which may constitute terms additional to or different from those terms contained in Buyer’s offer. Buyer shall be deemed to have so consented by notifying Seller in writing or electronically, by accepting delivery of the Goods, or by using or selling the Goods. Acceptance by Seller of Buyer’s Order shall take place upon acknowledgement either electronically or in writing of Buyer’s Order, or by delivery to Buyer or Buyer’s carrier of all or any part of the Goods. Written quotations are void unless accepted within 30 days from date of issue. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell. Stenographic, computer, mathematical computation, or other clerical errors made by Seller on a quotation, an acknowledgment, or an invoice issued to Buyer shall be subject to correction by Seller. Buyer shall ensure that its orders are received by Seller on a timely basis in view of the requested delivery dates. Given the custom nature of the Goods, lead times required by Seller will vary. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Order, whether or not the order or change order so states.

2. **PRICES** – All prices for Goods are quoted and payable in United States currency, unless otherwise agreed by Seller in writing. All prices are F.O.B. Seller’s warehouse in Itasca, Illinois, United States of America (“Seller’s Warehouse”), unless otherwise agreed by Seller in writing. Seller shall have the right to correct any obvious errors in price.

3. **TAXES** – Buyer shall pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, license, inspection or testing fee, freight costs, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced. Seller reserves the right to add such amount to the purchase price for payment in advance by Buyer.

Resale and Exempt Orders: For Goods ordered by Buyer for (a) resale to any unit of government or third party that is not subject to sales tax (a “Resale Order”) ; or (b) Buyer’s own use as a tax exempt organization (an “Exempt Order”), Seller will agree not to charge such tax, on the condition that (i) Buyer agrees to comply with all tax exemption requirements and documentation; (ii) Buyer assumes all responsibility for payment of any such taxes claimed by any government body; and (iii) Buyer agrees to defend, indemnify and hold harmless Seller from any liability for taxes due on such Resale or Exempt Orders. .

4. **DELIVERY** – Delivery dates for any Goods are approximate, are done for the convenience of Buyer, and shall not be binding upon Seller or considered material to the performance of these Terms and Conditions. Shipping schedules and shipping commitments are based upon current production capabilities, material availability and

inventory, and may be changed by Seller at Seller's option as conditions may require. The Goods shall be sold and delivered F.O.B. Seller's facility at the address shown on Seller's shipping documentation (the "Facility"), and delivery of Goods to Buyer shall be deemed to have taken place upon tender of Goods to Buyer or the shipping carrier. For sales to customers or deliveries outside the United States, Seller shall deliver the Goods EX WORKS the Facility. "EX WORKS" shall be defined in accordance with INCOTERMS 2000 of the International Chamber of Commerce, as amended from time to time. All risk of loss, damage or delay shall pass from Seller to Buyer upon Seller's delivery of the Goods to a carrier at the Facility. Seller reserves title to the Goods until paid for in full to Seller. Seller reserves the right to ship plus or minus 10% on the quantity ordered, and the Order will be deemed complete when shipped within such 10% range. Shipments in installments shall be permitted. All installment shipments shall be separately invoiced and Buyer shall pay such separately invoiced amounts in accordance with their invoice due dates, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Buyer agrees to pay all transportation, delivery, and tax costs. Time for delivery shall not be of the essence. In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; or (e) failure to provide documents required for Seller to effect delivery, Seller will store all Goods at Buyer's risk and expense, and if prices are higher at the time of actual delivery, Buyer shall pay such higher prices. Buyer shall pay all storage costs, material costs, and expenses upon Seller's demand.

5. RISK OF LOSS - Buyer agrees to assume all risk for loss of, or damage or injury to, the Goods from the time they are tendered for delivery to the shipping carrier and for all risk of loss arising out of any delay in shipment of the Goods after they are tendered for delivery to the shipping carrier, or if shipment is deferred by an act or omission of Buyer, from the time the Goods are completed and ready for shipment, and Buyer shall be liable for the full purchase price whether or not the Goods are lost, stolen, damaged or destroyed.

6. INSPECTION, ACCEPTANCE AND RETURN OF GOODS – Buyer shall have thirty (30) days from the date of delivery of the Goods to inspect the Goods to determine whether the Goods: (a) conform to this Order, or other shipping document, as applicable, or, (b) are damaged, visibly defective or otherwise nonconforming. Buyer must assert any claim for the foregoing within such thirty-day period by furnishing Seller with detailed written information of such damage, nonconformance, defect or shortage. In the event inspection and notice of rejection are not made within such thirty-day period, Buyer shall be deemed to have accepted the Goods. No returns can be made without the prior authorization of Seller and a pre-assigned return authorization number issued by Seller. All returns are subject to inspection and acceptances by Seller. When returns are accepted, they are subject to a handling and re-inspecting charge to be determined by Seller. All returns shall be in accordance with Seller's specific shipping instructions.

7. PAYMENTS - All invoices shall be due and payable in full, without set-off or reduction, within thirty (30) days from the invoice date, unless payment for the Goods is otherwise designated to be due in full upon delivery or in advance. Notwithstanding the foregoing, terms of payment on all orders are subject to the prior approval of Seller's credit department. Extensions of credit may be changed or withdrawn at any time. If Buyer does not pay Seller any amount due under this Order or any other agreement when such amount is due or if Buyer defaults in the performance of this Order, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (i) terminate Seller's obligations under this Order; (ii) declare immediately due and payable all Buyer's obligations to Seller; (iii) change credit terms with respect to any further orders or work; (iv) suspend or discontinue any further work; and/or (v) repossess the Goods. Seller reserves the right to change credit terms from time to time upon notice to Buyer. Seller reserves the right to require advance payment for engineering costs. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession



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fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer shall pay an interest charge of one and one-half percent (1 ½%) per month or part thereof, or the highest rate permitted by law, whichever is less, on any amount past due and owing by Buyer to Seller on any invoice until paid in full to Seller. Buyer shall bear and promptly pay to Seller any and all costs, expenses and fees, including, without limitation, reasonable attorneys' fees and costs, incurred by Seller in enforcing any of Seller's rights under this Order or to receive or collect any amounts owing from Buyer. Buyer shall not set off amounts due to Seller against claims against Seller.

8. **LIMITED WARRANTY** - Seller warrants that (a) Seller has the right to convey good title to the Goods sold hereunder and, upon Buyer's payment in full therefor, Buyer shall have good title in and to such Goods, and (b) the Goods manufactured by Seller and sold hereunder to original Buyer are free from defects in material and workmanship occurring under normal use and conform, as applicable, to (i) Seller's specifications for stocked Goods, or (ii) Buyer's specifications for the Goods if provided by Buyer to Seller and/or the specifications as indicated on the applicable Shamrock International, LLC drawing. Seller's warranty is limited to a period of one year from the date of shipment from Seller's Warehouse or the expected life of the goods, whichever is shorter. The Goods shall be subject to tolerances and variations consistent with usual industry practices or with Seller's current parts/engineering catalogs where applicable. Shamrock International, LLC assumes no liability for specifications agreed upon, reviewed or provided by Buyer. This limited warranty does not apply to any Goods misused, abused, altered or used other than as approved in writing by Seller, as determined by Seller's inspection of the non-conforming goods. If any defect in material or workmanship occurs during the applicable warranty period in any of the Goods, as determined by Seller's inspection of the non-conforming Goods, Buyer's sole and exclusive remedy shall be as set forth in Section 10 of these Terms and Conditions.

9. **WARRANTY DISCLAIMER – OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 8 OF THESE TERMS AND CONDITIONS ABOVE, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO ACCURACY, FUNCTIONALITY, PERFORMANCE OR MERCHANTABILITY. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ANY PERFORMANCE ESTIMATES DESCRIBED IN THIS ORDER OR IN ANY OF SELLER'S WRITTEN OR ELECTRONIC OR MAGNETIC MEDIA PROPOSALS OR QUOTATIONS, ARE ONLY ESTIMATES AND ARE NOT INTENDED AS AN EXPRESS WARRANTY. ANY SAMPLES SUBMITTED BY SELLER TO BUYER, AND ANY DESCRIPTIONS, ILLUSTRATIONS, OR FORECASTS IN TRADE LITERATURE, BROCHURES, OR OTHER DOCUMENTATION OR ELECTRONIC OR MAGNETIC MEDIA SHALL NOT BE CONSTRUED AS WARRANTIES AS TO SUBSTANCE, PERFORMANCE, QUALITY, WEIGHT OR DIMENSION, AND ANY FAILURE TO CONFORM WITH SUCH SAMPLES, DESCRIPTIONS, FORECASTS OR ILLUSTRATIONS SHALL NOT CONSTITUTE ANY BREACH OF THIS ORDER OR THESE TERMS AND CONDITIONS. NO SALES PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SELLER OR ANY THIRD PARTY ARE AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WHETHER IN WRITING OR ORALLY, ON BEHALF OF SELLER, OTHER THAN THE LIMITED WARRANTY IN SECTION 8 ABOVE.**

10. **BUYER'S SOLE AND EXCLUSIVE REMEDY; LIMITATIONS ON LIABILITY** – Except with respect to infringement of any United States patent or United States copyright by the Goods, Seller's sole obligation and liability to Buyer, and Buyer's sole and exclusive remedy with respect to defective or otherwise nonconforming Goods is limited, in Seller's discretion, to: (a) replacement (not including labor) of the non-conforming Goods and delivery to Buyer free of charge to the same location of original shipment; (b) repair (not including labor) of the non-conforming Goods and delivery to Buyer free of charge to the same location of original shipment; or (c) refund of Buyer's purchase price for the non-conforming Goods (without interest). If requested by Seller and at

Seller's expense, Buyer shall return to Seller any Goods which are replaced or for which Buyer receives a refund, *provided* that in any such event, Buyer shall comply with Seller's return policies and procedures. BUYER WAIVES ANY RIGHT TO ANY REMEDIES FOR NONCONFORMING GOODS OTHERWISE AVAILABLE AT LAW OR STATUTE OTHER THAN THOSE EXPRESSLY STATED IN THIS SECTION 10. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 10 AND SECTION 13, SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, TORT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF REVENUES, PROFITS OR SAVINGS, LOSS OF DATA, PROCUREMENT, PRODUCT RECALL, PRODUCT REMOVAL OR REINSTALLATION, INCREASED OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, INDEMNITY OR REIMBURSEMENT FOR ANY CLAIMS ASSERTED AGAINST BUYER BY A THIRD PARTY ARISING DIRECTLY OR INDIRECTLY FROM THE MANUFACTURE, DELIVERY, SALE, USE, INSTALLATION, ASSEMBLY, DISASSEMBLY OR RECALL OF THE GOODS, REGARDLESS OF CAUSE OR FORM OF ACTION ASSERTED BY BUYER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART THEREOF, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER UNDER THIS ORDER AND THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. IF NOT PERMITTED BY APPLICABLE LAW, THIS SECTION SHALL NOT RELIEVE SELLER FROM LIABILITY FOR DAMAGES THAT RESULT FROM ANY GROSS NEGLIGENCE OR WILLFUL OR TORTIOUS ACTS OF SELLER.

11. TECHNOLOGICAL CHANGES OR IMPROVEMENTS - Notwithstanding any other provision hereof, Seller reserves the right, without prior notice, at any time and from time to time, to make changes in: (a) any formula, data, tables, dimensions, materials and/or processes used in the manufacture of the Goods; or (b) to make changes in the design, specifications and capacities of any of the Goods; or (c) to discontinue manufacturing or supplying any of the Goods.

12. SUSPENSION OF PERFORMANCE; SET-OFF – If, in Seller's judgment, reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing to Seller, Seller reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material or the Goods in transit, until Seller receives payment of all amounts owing to Seller, whether or not due or adequate assurance of such payment has been made by Buyer to Seller.

13. INTELLECTUAL PROPERTY INDEMNITY – Notwithstanding anything to the contrary contained in these Terms and Conditions, as Buyer's sole and exclusive remedy with respect to infringement of any United States patent or United States copyright by the Goods, Seller shall indemnify, defend and hold harmless Buyer from and against any and all costs and damages awarded against Buyer in any lawsuit, arbitration or similar proceeding with respect to any actual violation or infringement by the Goods manufactured by Seller of any United States patent or United States copyright of any third party ("Claim"), *provided* that Buyer provides to Seller prompt written notice and complete support, including, without limitation, documentation and witnesses as requested by Seller, but only if the alleged infringement is solely related to Seller's design, processes or methods and not Buyer's designs, specifications or instructions to Seller, in which event Section 16 shall apply. Seller shall have the right to control the defense of any such Claim, including, without limitation, authority to settle any such Claim and select counsel. As part of Buyer's sole and exclusive remedy with respect to infringement of any United States patent or United States copyright by the Goods, Seller shall, at its option, (a) obtain a license or right for Buyer to continue to use and sell the Goods, (b) redesign the Goods subject to the Claim to make them non-infringing, (c) deliver non-infringing products to Buyer, or (d) refund the purchase price of the infringing Goods upon return of said products

to Seller as specified by Seller. This represents Seller's entire and exclusive obligation, and Buyer's sole and exclusive remedy, with respect to any such Claim regarding the Goods.

14. INDEMNIFICATION OF SELLER – Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, shareholders, affiliated companies and their respective successors and assigns from and against any and all claims relating to, in connection with or arising from: (a) any breach by Buyer of any provisions of these Terms and Conditions; (b) any claim or suit for actual or alleged violation or infringement of any United States patent or United States copyright of any third party arising from Buyer's designs, specifications or instructions to Seller; (c) any unauthorized modification, alteration, adaptation or use of the Goods; and (d) any claim or suit for damages arising from acts, representations or omissions of Buyer related to Buyer's sale of the Goods, use of the Goods or incorporation of the Goods into a product or part thereof. Seller shall have the right to control the defense of any such claim, including, without limitation, authority to settle any such claim and seek reimbursement from Buyer and select counsel.

15. TOOLS, DIES, FIXTURES AND TECHNICAL DATA - Unless otherwise required by applicable law, any tools, dies, fixtures or technical data that Seller may develop for use in production of the Goods shall remain the sole property of Seller and shall be subject to the confidentiality provisions set forth herein. Where Seller furnishes Buyer technical data that will be used under a contract with the United States Government, Buyer shall affix the following legend upon such technical data: Technical Data contained herein are proprietary to Shamrock International, LLC and may not be used, disclosed, reproduced, modified or displayed without the prior written approval of Shamrock International, LLC. U. S. Government license rights are limited to those mandatory rights identified in DFARS 252.7015(b) and/or to the rights identified in Shamrock International, LLC's commercial license agreement.

16. CONFIDENTIALITY; NO LICENSE - Buyer shall not use, disclose, sell, license, publish, reproduce or otherwise make available Seller's Confidential Information (as defined below), and Buyer shall secure and protect Seller's Confidential Information in a manner at least as robust as the maintenance of Buyer's confidential and proprietary rights, but in no event using less than reasonable efforts. "Confidential Information" means information not generally known by personnel who are not employees of Buyer or Seller, respectively, which is used by either Buyer or Seller, and is proprietary to Seller. Buyer acknowledges and agrees that disclosure of Seller's Confidential Information would be detrimental to Seller. *Buyer further agrees that no license, express or implied, under any copyright, patents, trade secrets or know how ("Know How") of Seller is granted to Buyer by this Order or by any disclosure of Confidential Information or proprietary information hereunder. Seller shall retain all of its property rights in any such Know How which it possessed prior to the effective date of this Order and the property rights to any new Know How developed by Seller during the performance of its obligations hereunder shall, subject to any restrictions imposed by the Federal Acquisition Regulation ("FAR") (48 C.F.R. Parts 1-52) or imposed by the applicable terms of any higher tiered prime contract with an executive agency of the United States Government, vest in Seller. Subject to the property rights of the Buyer in respect of pre-existing or developed Know How, if any, Seller shall be entitled to a perpetual, fully paid-up or no-cost license to use, to copy, to modify and to exploit Buyer's Know How disclosed to Seller for the purpose of performing Seller's obligations under this Order.* Buyer agrees that in the event of a breach of this confidentiality provision, Seller shall be entitled to obtain injunctive relief against Buyer, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity, and shall be entitled to all costs of suit, including reasonable attorney's fees, related to enforcement of this Section 16.

17. LIMITATION ON ACTION – Any action or suit against Seller arising in any way from or with respect to these Terms and Conditions, this Order or the Goods must be commenced not later than one (1) year after the cause of action has occurred.

18. GOVERNMENT CONTRACTS - Buyer shall notify Seller if Buyer's requirement for Seller's Goods derives from a contract with the United States Government, or a lower-tiered subcontract under a United States

Government contract. In that case, Buyer shall provide Seller with a complete listing of all FAR clauses or related agency FAR clause supplements that are deemed to "flow down" from the prime contract to be incorporated by reference into this Order. Such clauses shall apply to Seller in such a manner as necessary to reflect the position of Seller as a subcontractor to Buyer's prime contract, and these clauses shall be deemed to be the obligations of Seller to Buyer to the extent required by applicable law. However, wherever the clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be handled in accordance with the disputes provisions of this Order and not the prime contract. Unless the specific FAR clause(s) furnished by Buyer is mandatory by law, statute, or regulation, in cases of inconsistency between the provisions of this Order and the referenced clauses, the provisions of this Order shall have precedence.

19. EXPORTS - All sales, shipments, and sharing of technical data, both domestically and internationally, by Seller, its divisions, and subsidiaries, are done so in accordance with all applicable United States laws and regulations, including, but not limited to, the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Iranian Transaction Regulations ("ITR") and the International Emergency Economic Powers Act ("IEEPA") and any controls thereunder, and/or amendments thereof. By entering into this Order and/or accepting the Goods, Buyer confirms that it is not located in (or a national resident of) any country under United States or United Nations embargo or sanction, not identified on any United States Department of Commerce Denied Persons List, Entity List, United States Department of State Debarred Parties List, and/or the United States Department of the Treasury's Specially Designated Nationals list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the EAR. Upon request, Buyer agrees to provide Seller with all information pertaining to the actual routing of Goods to be exported and the intended use thereof. Any routing and/or use of the Goods contrary to the laws and regulations of the United States or country in which they are being used is prohibited.

20. FORCE MAJEURE - Seller shall not be liable for any failure to perform in accordance with this Order, including, without limitation, failure to deliver the Goods, caused for any reason, in whole or in part, beyond Seller's reasonable control, including, but not limited to, production schedules of Seller's suppliers, unavailability of materials, labor disturbances, acts of God, fire, flood, weather, terrorism or transportation difficulties.

21. CANCELLATION – Except as set forth in this Section 21, Order cancellation or modification by Buyer prior to shipment is permitted only by written agreement between Buyer and Seller; and upon payment to Seller of reasonable cancellation and restocking charges determined solely by Seller, including reimbursement for direct costs. Buyer's insistence upon canceling or suspending fabrication or shipment, or Buyer's failure to furnish specifications when required, may be treated by Seller as a breach of contract by Buyer, and Seller may cancel any unshipped balance of Goods without prejudice to any other remedies Seller may have. Cancellation charges associated with orders for custom Goods or Goods specifically manufactured to Buyer's specification may equal the actual selling price of the Goods. Seller has the right to cancel an Order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by Buyer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of Buyer's written notice specifying such cause.

22. ENTIRE AGREEMENT - These Terms and Conditions, together with the other documents expressly referred to herein constituting this Order, constitute the entire agreement under which Seller is supplying the Goods for sale to Buyer. No other terms, condition, or understanding, whether oral or written, shall be binding upon Seller, unless concurrently herewith or hereafter made in writing and signed by Seller's authorized representative.

23. NO WAIVER – No waiver of any term, provision, covenant or condition of these Terms and Conditions by Seller, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision, covenant or condition or as a waiver of any other term, provision, covenant or condition hereof.

24. **SUCCESSORS AND ASSIGNS** – Neither party may assign these terms and conditions without the prior written consent of the other party provided, however, that Seller may assign these terms and conditions in whole or in part to any of its affiliates and/or perform through subcontractors. Subject to the foregoing, the rights, duties, agreements and obligations hereunder, or any portion thereof, shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

25. **GOVERNING LAW; U.N. CONVENTION ON THE SALE OF GOODS; JURISDICTION** – This Order, which has been made and entered into the State of Illinois, United States of America, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Order or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois and the United States of America without regard to any conflict of laws rules, except to the extent of provisions included herein by virtue of the requirements applicable to Federal Government procurement, which provisions shall be construed and interpreted according to the Federal common law of government contracts as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government. The rights and obligations of Buyer and Seller shall *not* be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon termination of this Order for any reason, Seller shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under the Illinois Uniform Commercial Code, 810 ILCS 5, or any successor statute or similar statute in the jurisdiction where Buyer is organized, located, or stores the Goods. Any suit or proceeding relating to this Order or the Goods may be brought in the Illinois state court located in DuPage County, Illinois or the United States federal court located in the Northern District of Illinois, and BUYER HEREBY CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF THESE COURTS.

26. **SECURITY INTEREST** - In partial consideration for Seller's sale of Goods to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in all Goods sold to Buyer and documents relating to such Goods now or hereafter in the possession of or under the control of Buyer, title to which might at any time be determined to have passed to Buyer, including, without limitation, all inventories of the Goods or any other product bearing any trademark or trade name of Seller, returns or repossessions and the proceeds, including insurance proceeds and proceeds from products in which the Goods were an input, of all of the foregoing, together with the additions and accessions thereof, to secure all of Buyer's obligations to Seller under this Order and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents including, but not limited to pledge agreements, and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Order or applicable law, including, without limitation, signing Buyer's name, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

27. **NOTICES** - All notices under this Order shall be in writing and deemed to have been received upon actual receipt if delivered personally or by fax, e-mail, or an overnight delivery service, or on the third business day after deposit in the mail, postage pre-paid, certified, return receipt requested to the party's last known address. In the event of any ambiguity or dispute, Seller's records of any such notices shall be determinative.

28. **SURVIVAL AND REMEDIES** - The provisions found in sections 1 through 4, 8 through 10, 13 through 19, 25 and 26, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement for any reason. All of Seller's remedies herein are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.