

**COULOMB SOLUTIONS INC.  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **DEFINITIONS** – “Buyer” means Coulomb Solutions Inc. “Seller” means the party with whom Buyer is contracting and any reference to “vendor”, “subcontractor”, or “supplier” shall also mean Seller. These terms and conditions relate to a “Purchase Order” issued by Buyer to Seller for the purchase and sale of the goods (“Goods”) or services (“Services”) described on the face of the Purchase Order. The term “Contract” means this document, the Purchase Order, and all documents incorporated herein or into the Purchase Order by reference and all exhibits and attachments hereto or thereto.
2. **ACCEPTANCE OF CONTRACT** – This Contract will be accepted by Seller and become effective immediately upon the first to occur of: (a) the date on which Seller provides written acceptance to Buyer (whether by electronic means or otherwise) and (b) Seller’s commencement of any work under the Purchase Order.
3. **ENTIRE AGREEMENT** – This Contract constitutes the entire agreement between the Buyer and Seller under which the Seller will sell and Buyer will purchase the Goods or Services described on the Purchase Order. Terms and conditions proposed by Seller in any document (including any terms and conditions in or attached to Seller’s quotation) that are different than or otherwise modify, amend or change the terms and conditions of this Contract are expressly rejected by Buyer and shall not be binding on Buyer. This Contract supersedes all prior oral or written agreements, representations and/or communications between the Buyer and Seller related to the matters contained in the Contract.
4. **MODIFICATION** – No amendments or modifications to this Contract (including any additional or different terms in Seller’s acceptance) shall be binding on Buyer unless agreed to in writing and signed by Buyer.
5. **PACKING AND SHIPPING** – Seller will comply, in all respects, with Buyer’s shipping and packaging requirements as amended or updated from time to time and as incorporated in this Contract by reference. Unless otherwise provided in this Contract, any charges or costs relating to handling, packaging, storage or transportation of Goods are borne by Seller and have been included in the piece price of the Goods. Unless otherwise provided on the face of the Purchase Order, with respect to the shipment of Goods, the following terms shall apply: Seller shall: (a) pack, mark and ship Goods as instructed by Buyer or the carrier, and in accordance with all applicable laws, rules and regulations; (b) route shipments in accordance with instructions from Buyer; (c) not charge for handling, packing, storage, transportation or drayage of Goods including, without limitation, duties, taxes, tariffs, fees and similar charges; (d) promptly forward the original bill of lading or other shipping receipt with respect to each shipment of Goods as Buyer instructs; (e) indicate on each shipment the Purchase Order number and, if applicable, the applicable release; and (f) follow such other instructions as Buyer may reasonably request.
6. **Title and Risk of Loss – A) Goods other than Tooling** – Unless otherwise stated on the face of the Purchase Order, title to the Goods (other than Tooling) shall transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights upon the earlier of: (i) delivery and acceptance of the Goods FCA Incoterm 2010 Seller’s plant; or (ii) payment by Buyer of 100% of the purchase price of identified Goods. Goods shall be deemed identified upon fabrication, unless the Goods are part of Seller’s standard stock and sold to persons in addition to Buyer, in which case identification occurs when the Goods are marked or otherwise designated by Seller as relating to the Contract. **B) Tooling** – Unless otherwise stated on the face of the Purchase Order, title to Tooling shall transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights upon Buyer’s payment in full for the Tooling. “Tooling” includes fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related software, appurtenances, accessions, and accessories purchased by Seller in anticipation of reimbursement of actual costs by Buyer. Seller shall comply with Section 21 with respect to any Goods to which Buyer has title but which are in the custody or control of Seller or Seller’s suppliers, contractors or agents. All shipments are at the risk of Seller until receipt by Buyer as defined by FCA Inco terms 2010 Seller’s plant. Unless otherwise stated on the face of the Purchase Order, risk of loss shall transfer to Buyer in accordance with FCA Incoterm 2010 Seller’s plant.
7. **PERFORMANCE, DELAY** – Time is of the essence in the performance of this Contract. Deliveries shall be strictly in accordance with the quantities and schedules specified in this Contract. If the Contract does not specify a quantity, states “zero,” “blanket,” “per release” or any similar term, the order is a “Blanket Order.” If the order is a Blanket Order, then for consideration of \$10.00 to be paid by Buyer following expiration or termination of the Contract, Seller grants to Buyer an irrevocable option during the term of the Contract to purchase Goods in such quantities specified in releases or delivery schedules that are transmitted by Buyer to Seller from time to time during the term of the Contract, provided that Buyer shall purchase no less than a minimum quantity of at least one piece or unit of each of the Goods covered by the Blanket Order and a maximum of no more than 100% of Buyer’s requirements for the Goods. Any estimates or forecasts of production volumes or length of program are for planning purposes only, are subject to change from time to time, and shall not be binding upon Buyer or Seller. If at any time it appears to Seller that it may not meet the delivery schedule for any reason, including labor disputes, Seller shall immediately notify Buyer by verbal means (to be confirmed in writing) of the reasons for and the estimated duration of such delay. Seller shall use commercially reasonable efforts to avoid or minimize the delay to the maximum extent possible including, at Seller’s expense, the expenditure of premium time and shipping via air or other means of fast transportation. The foregoing requirements are in addition to any of Buyer’s other rights and remedies as may provided under this Contract or by law.
8. **INVOICE AND PAYMENT** – Unless otherwise stated on the face of the Purchase Order, a separate invoice shall be issued for each shipment of Goods. No invoice shall be issued prior to shipment of the Goods. No payment will be made prior to receipt of Goods and correct invoice, and Buyer will pay for accepted Goods within thirty (30) days following receipt of the invoice. Payment due dates, including discount periods, will be computed from the later of (a) the date the Buyer receives the Goods and (b) Buyer’s approval of the related invoice. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of invoice. Buyer has the right, without loss of discount privileges, to pay invoices covering Goods shipped in advance of the Buyer’s delivery schedule on the normal due date for such Goods as if such Goods had not been shipped in advance. Payment by Buyer shall not constitute acceptance of the Goods.
9. **PRICE AND TAXES** – All prices for Goods and Services are in US dollars, unless otherwise specified on the face of the Purchase Order. Any taxes or duties are included in the price unless otherwise specified on the face of the Purchase Order. Seller will separately invoice Buyer for any sales, value added or similar turnover taxes or charges that Seller is required by law to collect from Buyer. Seller will provide Buyer with whatever information and documentation that is required under local law in order to enable Buyer to recover and sales, value added, or similar turnover taxes or charges. Invoices will also be in the appropriate form as required by local law to permit deduction of payments for income tax purposes by the Buyer. If Buyer is required by law to make any deduction or withholding from any sum otherwise payable to Seller under this Contract, Buyer will be entitled to deduct or withhold such amount and effect payment to the applicable taxing authority.
10. **QUALITY CONTROL** – Seller shall have and maintain a quality control system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer for a period of three years following completion of this Contract. Authorized representatives of Buyer shall be entitled to enter the plant of Seller at all reasonable times for the purpose of maintaining liaison between the quality control systems and the production program, to review Seller’s manufacturing and processing plant and records, and to conduct preliminary inspections and tests of the Products and work in progress.

- 11. INSPECTION AND REJECTION – A) Inspection.** All Goods are subject to inspection during manufacture, prior to shipment and final inspection and acceptance at the destination set forth in the Purchase Order, notwithstanding the shipping terms or any payment or prior inspection at source. Seller shall furnish Buyer if requested all information and data as may be reasonably requested by Buyer in order to perform a proper inspection. Inspection and acceptance of any Goods by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under warranties herein or as may be provided by law. Notwithstanding the foregoing, Buyer's failure to inspect any of the Goods shall neither relieve Seller from responsibility for such Goods that are not in accordance with the requirements of this Contract nor impose liability on Buyer therefore and Seller waives any requirement that Buyer conduct such inspections. Payment for nonconforming Goods will not constitute an acceptance of such Goods or limit or impair Buyer's right to assert any legal or equitable remedy. **B) Rejection.** If Buyer rejects any Goods as non-conforming, Buyer may, at its option: (i) reduce the quantities of Goods ordered under this Contract by the quantity of non-conforming Goods; (ii) require Seller to replace the non-conforming Goods at Seller's sole cost and expense; and (iii) exercise any other rights and remedies available under this Contract or by law. If Seller fails to inform Buyer within forty-eight (48) hours of its receipt of written notice of Buyer's rejection of non-conforming Goods (or such shorter time period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming Goods in any manner that Buyer deems appropriate without liability to Seller; provided, however, that in any event Buyer may elect to arrange for the shipment of any non-conforming Goods back to Seller at Seller's sole risk and expense. Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed nonconforming Goods without rendering such Goods unsuitable for use.
- 12. WARRANTIES –** For the Warranty period of 2 years or 200,000 miles of vehicle operation, whichever comes first, Seller warrants to Buyer, its successors, assigns and customers that all Goods delivered under this Contract shall: (i) conform to the requirements of this Contract (including all applicable descriptions, samples, performance criteria, release data, specifications, validation levels, and drawings), (ii) be merchantable, (iii) be of good material and workmanship, and (iv) be free from defect in design (unless the design was provided by Buyer) and workmanship. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants that all Goods covered by this Contract will be fit for use and sufficient for the particular purposes intended by Buyer. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. If any Goods are determined by Buyer 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.
- 13. RECALLS.** Notwithstanding the expiration of the warrant period set forth in Section 12, in the event of any safety recall or similar action ("Recall"), whether initiated voluntarily by Buyer or pursuant to a government mandate, both Buyer and Seller shall use reasonable commercial efforts to reduce costs in connection with such Recall. If it shall be determined that the Goods supplied by Seller failed to conform to the warranties provided under this Contract, then Seller shall be liable for all costs, expenses and damages associated with the Recall. All Recalls shall be at the discretion of Buyer after consultation with Seller, except as ordered by a government agency or body. Seller's obligations related to safety or government mandated Recalls shall continue to apply after the expiration of Seller's express warranties.
- 14. INSURANCE –** Seller and its subcontractors shall maintain insurance coverage, in addition to any requirements specified on the face of this Purchase Order, of not less than the following: (a) Worker's Compensation – Statutory Limits for the state or states in which this Contract is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit; (c) auto liability \$1,000,000 combined single limit; (d) professional liability \$2,000,000 each claim and \$2,000,000 aggregate; and (e) Comprehensive General Liability - \$1,000,000 per occurrence, \$1,000,000 personal injury, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and dates of expiration for such insurance maintained by Seller, and, if further requested by Buyer, such certificates will name Buyer as an Additional Insured and provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligation or liabilities under this Contract.
- 15. CHANGES –** Buyer may at any time, by written directive or order, make reasonable changes within the general scope of this Contract, in any one or more of the following: (i) drawings, designs or specifications, (ii) increases in quantities, (iii) method of shipping or packing, (iv) inspection, testing and quality control, (v) delivery schedules, and (vi) amount of Buyer-furnished property. Seller agrees to promptly make such changes. If any such change causes an increase or decrease in the cost of or in the time required for any part of the work under this Contract, an equitable adjustment shall be made by Buyer in the price paid to Seller or in the delivery schedule, as appropriate after receipt by Buyer of such documentation in such form and detail as Buyer may direct, and this Contract shall be so modified in writing. Unless otherwise agreed, any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of the receipt by Seller of such written change. Buyer has the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. Where the cost of Goods or property made obsolete or excess as a result of a change is included in Seller's claim of adjustment, Buyer shall have the right to prescribe the manner of disposition of such Goods or property.
- 16. TERMINATION – A. Termination for Convenience.** In addition to any other rights of Buyer to cancel or terminate this Contract, Buyer may at its option immediately terminate all or any part of this Contract, at any time and for any reason (or no reason), by giving written notice of termination to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the price for all Services and Goods which have been completed in accordance with this Contract and not previously paid for, and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Services or providing the Goods under this Contract, to the extent such costs are reasonable in amount and properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract, less, however the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Seller will promptly make available for delivery to Buyer, as specified by Buyer, any Goods completed but not yet delivered as of the date of termination. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for Services or Goods to be provided by Seller under this Contract as of the date of termination nor the total price to be paid to Seller for the Services and Goods under the Contract. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit unabsorbed overhead, interest on claims, product development and engineering costs facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general administrative burden charges from termination of this Contract. Within forty five (45) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any terminator claim of Seller. **B. Termination for Cause.** Buyer may terminate all or part of this Contract, without liability to seller, if Seller: (a) breaches any term of this Contract including, without limitation, Seller's warranties; (b) states its intention not to perform or otherwise rejects or refuses to perform its obligations under this Contract; or (c) fails to make progress in performance as to endanger timely and proper performance of the Services of delivery of the Goods; provided, however, if any failure or breach under the foregoing (a) through (c) is curable, Buyer will provide Seller an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding ten (10) days after Buyer provides notice of the breach or failure to Seller. **C. Termination for Insolvency.** Buyer may immediately terminate this Contract without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within thirty (30) days of such event. **D.**

**Termination Upon a Change in Control.** Buyer may terminate this Contract upon giving at least sixty (60) days written notice, without liability to Seller, if a direct or indirect change in control or ownership of Seller occurs without Buyer's prior written consent.

17. **SETOFF** – In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Buyer and its affiliates. Buyer may deduct any amounts due or to become due from Seller and its affiliates from any sums due or to become due from Buyer to Seller.
18. **REMEDIES** – The rights and remedies reserved to Buyer in this Contract shall be cumulative and additional to all other or further provided in law or equity.
19. **INDEMNIFICATION** – Seller will indemnify, defend and hold harmless Buyer, its affiliates, its customers, and their respective successors, assigns, directors, officers, employees and agents (collectively, "Buyer Indemnified Parties") from and against any and all lawsuits, actions, claims, demands, judgments, fines, costs (including reasonable attorney and other professional fees), expenses, losses, liabilities and damages (collectively, "Damages"), whether such Damages arise under tort, negligence, contract, warranty, strict liability, infringement or any other legal theory, that any Buyer Indemnified Party may suffer or sustain or in any way be subjected to on account of or arising from: (a) Seller's failure to perform its obligations under this Contract or applicable law (whether such Damages arise under tort, negligence, contract, warranty, strict liability or any other legal theory); (ii) infringement or alleged infringement, copyright or actual or alleged misuse or misappropriation of trade secrets relating to Goods and/or Services supplied under this Contract; (iii) the performance of any work by Seller or Seller's employees, agents representatives or 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 that such Damage arises out of the gross negligence or willful misconduct of Buyer or Buyer's customer; and (iv) any third party claims for personal injury or death, property damage or economic loss caused by the Goods supplied by Supplier, except to the extent such injury, damage or loss results solely from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation of the Goods by any party other than Seller.
20. **SELLER'S DATA** – Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information or data of any type whatsoever which Seller shall have disclosed or may hereafter disclose to Buyer in connection with Goods or Services covered by this Contract and Seller shall not otherwise be restricted in its use or disclosure of such information or data unless the parties have entered into a separate written confidentiality and nondisclosure agreement.
21. **BUYER'S PROPERTY, TOOLS, CONFIDENTIALITY, SECURITY LIENS – A. Buyer's Property.** Any and all Goods, materials, tools, jigs, dies, gauges, fixtures, molds patterns, equipment and other items furnished by Buyer (collectively, "Buyer's Property"), either directly or indirectly, to Seller under this Contract or for which Seller has been reimbursed by Buyer, shall be deemed to be and remain exclusively owned by Buyer. Seller shall bear the risk of loss to all such Buyer's Property. During the term of this Contract, Seller shall: (i) properly house and maintain the Buyer's Property; (ii) not use the Buyer's Property for any purpose other than Seller's performance of this Contract, (iii) ensure that the Buyer's Property is conspicuously marked "Property of Coulomb Solutions Inc."; (iv) not commingle the Buyer's Property with the property of Seller or with that of a third person; and (v) not remove the Buyer's Property from Seller's premises without Buyer's prior written consent. Upon the request of Buyer, Seller shall immediately release the Buyer's Property to Buyer or deliver such Buyer's Property to Buyer either (a) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivery. All Buyer's Property shall be returned to Buyer in the condition it was received by Seller, except for reasonable wear and tear. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such Buyer's Property and Seller's records with respect thereto. **B. Tools.** Seller at its own expense shall furnish, keep in good condition and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") necessary for the production of Goods. If specified on the face of this Purchase Order, the cost of changes to the Tools necessary to make design and specifications changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extend coverage insurance for the full replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the Goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller for the cost of such Tools; provided, however, that this option shall not apply if Tools are used to produce goods that are the standard stock or if a substantial quantity of like goods are being sold by Seller to other customers. **C. Confidentiality.** Seller shall safeguard and keep secure all designs, processes, drawings, specifications, reports, data, and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns, and other items deemed proprietary to Buyer and disclosed or furnished to Seller hereunder. Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use such information and items, and the features thereof, only in the performance of this Contract. **D. Security Liens.** Seller shall not take or permit any third party to take any security interest, lien or other interest on Buyer's Property.

## 22. INTELLECTUAL PROPERTY

- (a) **"Intellectual Property Rights"** means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, know-how, technical data, trade secrets, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world, but specifically excludes all brands, trademarks, trade names, slogans or logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Contract.

**"Background Intellectual Property Rights"** means any Intellectual Property Rights of either Buyer or Seller relating to the Goods or Services contracted (i) existing prior to the effective date of this Contract or prior to the date that Buyer and Seller began any technical discussions relating to the Goods or Services contracted, whichever is earlier, or (ii) that Buyer or Seller acquires, develops or creates after these dates but outside the scope of this Contract.

**"Foreground Intellectual Property Rights"** means any Intellectual Property Rights, except Background Intellectual Property Rights, (i) that are acquired, developed or created in whole or in part by Buyer along, by Buyer and Seller jointly or by Seller alone, in connection with this Contract, or (ii) relating to the Goods or Services contracted.

- (b) **Ownership and License of Background Intellectual Property Rights** – Buyer and Seller shall each retain full and complete ownership of their Background Intellectual Property Rights and neither Buyer or Seller is transferring or granting any license in and to its Background Intellectual Property rights to the other party, except that Seller hereby grants to Buyer a worldwide, perpetual and irrevocable, royalty free, transferrable, assignable and sublicensable (through multiple tiers) license to use Seller's Background Intellectual Property Rights to use and resell the Goods and Services delivered under this Contract.
- (c) **Ownership and License of Foreground Intellectual Property Rights** – Buyer and Seller will each retain ownership of any Foreground Intellectual Property Rights that are solely developed, created or made by their respective employees, agents or subcontractors ("Representatives"). Buyer and Seller will jointly own any Foreground Intellectual Property Rights that are jointly developed, created or made by Representatives of Buyer and Seller with the ability to grant licenses, without consultation and not duty of accounting to the other for any use or purpose. Seller hereby grants to Buyer and causes its Representatives to grant to Buyer, an irrevocable, worldwide, nonexclusive,

perpetual to the maximum extent permitted by law, royalty free, fully paid-up license, with right to sublicense, to all Foreground Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import, without limitation.

- (d) **Copyrights** – To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered “works made for hire” for Buyer except to the extent that the works do not qualify as “works made for hire” for Buyer in which case Seller hereby assigns to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights therein.
- (e) **Right to Repair** – For the avoidance of doubt, Seller hereby grants to Buyer and its customers a worldwide, non-exclusive, royalty-free, irrevocable license to repair, have repaired, reconstruct, remanufacture, reflash, or rebuild the Goods delivered under this Contract without the payment of any royalty to Seller.
23. **FORCE MAJEURE** – Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event of occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by a governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, nature disasters, wars, sabotage, labor problem (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the order party within ten (10) days. During any force majeure event affecting Seller’s performance, Buyer may, at its option, purchase the Goods or Services from other source and reduce the amount Goods and Services contacted with Seller by an equal amount, without liability to Seller, or require Seller to source the Goods and Services from other sources at the same price and terms as Buyer may reasonably request under the circumstances. If requested by Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel this Contract without liability to Seller.
24. **RELATIONSHIP OF PARTIES** – Buyer and Seller are independent contracting parties and nothing in this Contract shall be construed to make either party the agent or legal representative of the other for any purpose whatsoever, and neither party shall be liable for the debts, obligations or responsibilities of the other party. Neither party shall have any authority to assume or create any obligation or responsibility on behalf of or in the name of the other party in any manner.
25. **SUBCONTRACTING** – No Goods or Services to be delivered under this Contract shall be procured by Seller from a third party without Buyer’s written consent unless the purchase is being made from Seller in its capacity as a retailer, jobber or distributor. Buyer’s consent or approval of any subcontract shall not in any way be construed as ratification thereof or relieve Seller of any responsibility for performing this Contract.
26. **SUCCESSORS OF PARTIES** – This Contract shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.
27. **ASSIGNMENT** – Seller shall not assign or delegate its obligations under this Contract without Buyer’s prior written consent and any attempt to make such assignment or delegation without such consent shall be void.
28. **COMPLIANCE WITH LAWS** – Seller, its suppliers and subcontractors, and any Goods or Services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, or ordinances of the county(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods and/or Services including those relating to environmental matters, wages, hours and conditions or employment, discrimination, occupational health and safety, and motor vehicle safety. Neither Seller nor any of its suppliers or subcontractors will: (i) utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment in the supply of Goods and/or Services under this Contract; or (ii) engage in corrupt business practices in the supply of Goods and/or Services under this Contract. Seller agrees to comply and will ensure that its employees, suppliers, subcontractors and agents comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Upon Buyer’s request, Seller will certify in writing its compliance with this Section and will provide Buyer with whatever information Buyer requests in order for Buyer to comply with applicable laws. Seller’s breach of this provision shall give Buyer the right to immediately terminate this Contract for cause.
29. **NONWAIVER** – The failure of either party at any time to require performance by the other party of any provision of this Contract shall not in any way affect the right to require such performance at any time thereafter, nor shall the waiver by of either party of a breach of any provision of this Contract constitute a continuing waiver or waiver of a right or similar breach.
30. **SEVERABILITY** – If any term or provision hereof is declared void or unenforceable or becomes unlawful in its operation under any statute, regulation, ordinance, executive order or other rule of law, such term or provision shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract shall continue to be binding and remain in full force and effect.
31. **ADVERTISING** – Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish the Goods or Services herein ordered, or use any trademarks or trade names of Buyer in Seller’s advertising or promotional materials.
32. **GOVERNING LAW AND JURISDICTION** – This Contract and any claims arising hereunder will be construed in accordance with and governed by laws of the State of California, without regard to conflict of law principles. The parties agree to and consent to the exclusive jurisdiction and venue of the courts in Orange County, California. Each party irrevocably waives, in connection with any such action or proceeding, any objection, (including without limitation, any objection to venue or based on the grounds of forum non conveniens), which it may now or hereafter have to the bringing of any such action or proceedings in such jurisdiction. In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorneys’ fees, costs and court costs, including those expenses related to appellate review.