ORDER TERMS AND CONDITIONS

1. MATERIALS AND SCOPE OF WORK. Seller (as defined on the face of this Order) shall sell to Buyer (as defined on the face of this Order) the materials, equipment, goods, and any other articles and/or Services purchased in connection with this Order (herein referred to as the "Materials"), described on the face of this Order. In addition to the foregoing, "Materials" may also include without limitation, deliverables, reports, documents, templates, studies, operating models, technical architectures, systems, specifications, requirements, documentation, abstracts, summaries, manuals, formulas, charts, designs, drawings, graphics, plans, rules, data, computer object and/or source code, software, information, materials and all other such tangibles. "Services" will mean the labor and effort necessary to fulfill the duties, commitments, obligations and responsibilities of Seller as set out on the face of this Order and/or that are ancillary to the provision of the other Materials hereunder and may include, without limitation, providing ideas, concepts, recommendations, interpretations, procedures, practices, processes, training, advice, knowledge, skill, talent, expertise and other such intangibles. Buyer shall pay Seller any undisputed amounts for purchase of the Materials as specifically described in this Order at the amount and according to the schedule set forth on the face of this Order. Unless otherwise agreed by the parties on the face of this Order, payment terms are net forty-five (45) days from receipt of proper invoice or receipt of Materials and completed services, whichever occurs later. Buyer shall not be responsible for any charge for packing, boxing, storage, or cartage. Seller will provide all supervision, professional services, labor, materials, tools, equipment, transportation, subcontracted items, taxes, insurance and all other things reasonably necessary for the sale and purchase of the Materials, unless otherwise specified herein or agreed to between the parties in writing. Seller shall sell the Materials to Buyer as an independent contractor and none of Seller's employees, subcontractors, agents, or representatives shall be considered in any manner to be an employee of Buyer. Neither Seller nor any employee, subcontractor or other agent of Seller shall be, represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Buyer, and no such party shall have any right or authority to make any representations, or to assume or create any obligations of any kind, express or implied, on behalf of Buyer or to bind Buyer in any respect whatsoever. The qualifications and suitability of all of Seller's employees, agents, representatives, and permitted assigns having access to any Buyer facility shall be subject to the review by Buyer, and Buyer shall have the right, in its sole, subjective discretion to deny access to any of Seller's employees, agents, representatives, and permitted assigns.

2. ACCEPTANCE OF ORDER. This Order constitutes Buyer's offer to purchase the Materials described in this Order, in accordance with the terms hereof and any provisions attached hereto and/or incorporated herein by reference (if any). Any reference in this Order to Seller's quotation does not constitute acceptance of any terms and conditions thereof except to the extent specifically agreed to in this Order. This Order may be accepted only by (i) Seller's acceptance of this Order in writing; or (ii) Seller beginning to perform the Services set forth on the face of this Order; or (iii) the delivery by the specified delivery date of the Materials ordered on the face of this Order; or (iv) Seller's commencement of work on the Materials that are subject to this Order. Any acceptance of this Order is limited to acceptance of the express terms of the offer contained on the face of this Order, these Order Terms and Conditions, and in any other document(s) fully identified on the face of this Order (or in these Order Terms and Conditions) and specifically incorporated herein by reference thereto. Any proposal for additional or different terms or any attempt by Seller in Seller's acceptance to vary, to any degree, any of the terms of this offer is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the description of the services, description of the Materials, quantity, price, or delivery schedule of the Materials and/or services but shall be deemed a material alteration thereof and this offer shall be deemed accepted by Seller without such additional or different terms. If this Order shall be deemed by a court or other trier of fact as an acceptance of a prior offer by Seller, such acceptance is limited to acceptance of the express terms contained herein. Any additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Order shall be deemed material and are objected

to and rejected. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound.

3. MISTAKES. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer.

4. SELLER'S RESPONSIBILITIES AND WARRANTIES. Seller represents, warrants and covenants that: (a) it and its employees are free of any commitments or obligations that would limit or prevent full performance of this Order; (b) it and its personnel are experienced, are qualified, and possess the skills to perform in accordance with the terms and conditions of this Order; (c) the Materials will be manufactured, produced, prepared, distributed, and transported in accordance with highest professional standards and the Services will be performed in accordance with the highest professional engineering standards, where applicable; (d) it has obtained and maintains USEPA accreditation for its laboratories, where applicable; (e) it has independent knowledge of and understands the harmful nature and characteristics (whether actual or alleged, present or potential, or toxic, flammable, corrosive, reactive, explosive or otherwise), and the currently known hazards which are presented to persons, property, and the environment from each of the Materials, if any, described in this Order or to which they may be exposed during the performance of this Order; (f) it will warn, train and advise all employees, subcontractors, and other agents of such harmful nature and characteristics of each of the Materials subject to this Order and of any other hazards associated with performance of this Order and it will provide all training required by law for the use of or exposure to such Materials and hazards; (g) all Materials sold hereunder and every part of them and their packaging shall conform with the description by which they are ordered herein as well as any specification, design, drawing, data, sample or other description furnished by Seller and approved by Buyer, shall be in all respects fit and suitable for the particular purpose of use for which they are purchased by Buyer, and all Materials furnished and/or installed by it hereunder are merchantable and new and not used or reconditioned (unless otherwise expressly specified in this Order) and free from all defects in design, materials, and workmanship and will be of the highest commercial quality; (h) title to all Materials (including Services) supplied shall be unencumbered; (i) all Services shall be free from defects in workmanship and shall be rendered in a good and workmanlike manner by skilled personnel qualified in their respective trades; (j) it and the Materials comply with the requirements of all federal and equivalent state laws, regulations, ordinances, orders, and rules, including, without limitation, the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by the Civil Rights Act of 1991; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. ("ADEA"); the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. ("FLSA"), including the requirements as to records; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. ("ADA"); the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. ("FMLA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 et seq. ("Title VII"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq. ("ERISA") (excluding claims for vested benefits); the National Labor Relations Act, 29 U.S.C. § 151 et seq. ("NLRA"); the False Claims Act, 31 U.S.C. § 3729 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §651 et seq.; the Equal Pay Act, as amended; the Equal Employment Opportunity Clause prescribed by Executive Order No. 11246 of September 24, 1965, as amended; the Affirmative Action for Handicapped Workers Clause prescribed by the Rehabilitation Act of 1973, as amended; and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; are incorporated herein, unless the transaction is exempt, and Seller agrees to submit reports, certificates and other documents required of subcontractors or others by such Executive Order, and the aforementioned Acts, and the rules, regulations and relevant orders issued under the authority of any of the foregoing; (k) its transportation subcontractor, if any, possesses all necessary permits, registrations and licenses to transport all Materials to and/or from Buyer's premises in full compliance with all governmental laws, rules, regulations, orders, and manifests; (l) it and its subcontractors and agents have all necessary local, state and federal permits and licenses to perform this Order and the work performed hereunder will be performed in full compliance with all local, state and federal laws and regulations; (m) it shall ensure that the handling, storage, transportation or other disposition of any waste generated by Seller will be performed in compliance with all local,

state and federal laws and regulations and Seller shall be responsible to perform all requirements applicable to the generator of any wastes generated by Seller in connection with the Materials (including the Services) provided hereunder; (n) it shall promptly furnish to Buyer copies of additional permits and licenses as are required or when existing permits and licenses are renewed; (o) it shall act to prevent threatened damage, injury or loss, in an emergency situation affecting the safety of persons or property; (p) it and all of its employees, subcontractors, and agents performing Services or other work on Buyer's premises shall have completed (prior to entering Buyer's premises or at such other times as may be agreed to by Buyer from time to time) all of Buyer's then current requirements for on-site work including without limitation all training required by Buyer; (q) it has or will have all necessary rights, whether owned or acquired from third parties, to grant to Buyer the stated ownership interests and licenses in and to the Materials delivered under this Order; and (r) Materials (including Services) provided by Seller do not and will not infringe upon, violate or misappropriate the patent, copyright, trade secret, intellectual property or other protected rights or interests of any third party as delivered or as used by Buyer and Seller has not received any communication from any third party alleging an infringement, violation or misappropriation with regard to such Materials (including Services). Seller shall notify Buyer immediately upon the revocation, termination or expiration of any of the permits or licenses referenced above. Buyer shall have the right at any reasonable time to inspect and obtain copies of all licenses, registrations, permits, and approvals, issued by any governmental agency to Seller or its subcontractors or agents which are applicable to performance of this Order and to inspect and test, at its own expense, the transportation vehicles or vessels, and containers provided or designed by Seller, its subcontractors and agents, in the performance of this Order. TIME IS OF THE ESSENCE in delivery of Materials, the performance of Services, and with respect to the performance of Seller's other obligations under this Order. Seller shall perform within the time limits required by Buyer, and as specified on the face of this Order. Seller shall be responsible for the payment of all taxes covering the Materials (including the Services), including the payment of all applicable taxes covering its employees. If Seller has been issued a Buyer's Supplier Quality Assurance Manual, Seller agrees to conform to all provisions in such manual, including but not limited to the quality system requirements detailed in the manual. The warranties set forth in this Order shall be in addition to any other warranties, express, implied or statutory, that may apply. All warranties shall survive inspection, test, acceptance, and/or any payment for Materials (including Services) and shall run to Buyer, its successors, assigns and customers and subsequent owners of the Materials or the end products thereof.

Upon notice of defect or non-conformity, Buyer may (in addition to all other remedies that Buyer may have under this Order, at law, or in equity) at its option, (a) without notice to Seller retain any defective or nonconforming Materials, make necessary repairs thereto and charge Seller for Buyer's cost of repairs including plant overhead at Buyer's standard rate; or (b) allow Seller to repair the applicable Materials within a reasonable time; or (c) (i) return any such Materials to Seller for credit at the price charged, or, at Buyer's option, for replacement within a reasonable time, and, at Buyer's option, (ii) cancel any unshipped portion of this Order including or exclusive of the Materials so returned. Return to the Seller of any defective or nonconforming Materials and delivery to Buyer of any replacement Materials shall be at Seller's risk and expense. Replacement Materials shall be subject to the provisions of this Order in the same manner and to the same extent as Materials originally delivered hereunder. These warranties shall not be deemed waived by either Buyer's receipt or acceptance of, nor payment for, the Materials (including Services) delivered hereunder. All remedies for warranty defect shall be in addition to all other remedies at law or equity.

Seller agrees not to file or otherwise assert, prosecute or permit mechanics' or material suppliers' liens to be filed or continued in connection with the Materials (including Services) against any property of Buyer, or property for which Buyer is responsible. In the event that any such lien shall be filed, Seller agrees to take all steps necessary for the release and discharge of such lien on receipt of demand from Buyer, and in default of performing such obligation, agrees to reimburse Buyer, for all moneys paid in the releasing, satisfying, and discharging of such liens, including reasonable attorneys' fees and disbursements.

5. **CHANGES.** Buyer may make unilateral changes at any time to (i) the Materials to be delivered; (ii) the Services to

be performed; (iii) the delivery date of the Materials; (iv) the date of performance of the Services; or (v) the Materials to be specially manufactured, provided, however, to the extent such change materially affects the price or delivery date of the applicable Materials (including the Services), Buyer shall make an equitable adjustment in the price, delivery date, or both, to reflect the change. No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Materials (including the Services) without prior written approval of Buyer.

6. **EXCUSABLE DELAYS.** If Seller should be unable due to an excusable delay, to meet all of its delivery commitments for the Materials ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Materials; provided, however, Seller shall give Buyer a first priority and first call on all Materials when the Materials become available to Seller. Excusable delay includes: (1) acts of God or of the public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. It does not include defaults of subcontractors at any tier, shortages of raw materials, or changes in market conditions. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. Seller shall use its best efforts to anticipate the effects of such cause and to mitigate the effects of such cause and to make deliveries as expeditiously as possible. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may, at its option and without liability therefor, cancel outstanding deliveries hereunder wholly or in part. Notwithstanding any provision of this Order or any other document, Seller agrees it will not claim impracticability to excuse its performance, whether by reason of Section 2-615 of the Uniform Commercial Code, usage of trade or otherwise. In the event Buyer's need for certain Materials becomes delayed, reduced, eliminated or otherwise adjusted due to events beyond Buyer's reasonable control (which may include without limitation the excusable delay events listed above), then Buyer may, at its option and without liability therefor, cancel outstanding deliveries hereunder wholly or in part and/or adjust Seller's delivery schedules to accommodate Buyer's revised scheduling needs.

7. **DELIVERY**. If any shipment or delivery is made which is not in all respects in accord with this Order (including specifications, time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law or equity. All expenses of transportation and storage, if any, resulting therefrom shall be for Seller's account Seller further agrees that it is the sole party responsible for payment of freight charges to any broker of freight services ("Broker") or freight carrier ("Carrier") and that, under no circumstances will Broker or Carrier seek payment from Buyer or Buyer's customers. Seller agrees to indemnify, defend, and hold harmless Buyer against any and all claims of a Carrier or Broker for unpaid freight charges. In the event that Seller uses a Broker to arrange shipments, Seller shall include the following language in its agreement with its brokers, "Carrier shall authorize Broker to invoice Shipper for services provided by Carrier. Carrier shall further agree that Broker is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the Shipper, Consignee, or Broker's customer and Carrier shall have no lien for the retention of freight to secure payment of freight charges. Broker agrees to indemnify, defend, and hold harmless Shipper, Consignee, and Broker's customer against any and all claims of Carrier for unpaid freight charges." If Materials are not delivered by the delivery date set forth on the face of this Order, Seller shall pay Buyer the actual damages sustained by Buyer as a result of such delay. In addition to all other rights and remedies available to Buyer (including termination of this Order), Buyer shall have the option to elect to reduce the purchase price set forth on the face of this Order by said amount at the time payment is due to Seller hereunder. Shipments sent C.O.D. without Buyer's prior written consent will not be accepted and will be at Seller's sole risk and expense.

8. **INSPECTION.** *For Materials other than Services*: Buyer shall have the right to inspect the Materials purchased hereunder at all times and places, including without limitation at Seller's plant and/or following receipt at Buyer's facility. If any inspection or test is made on Seller's premises, (i) Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and

convenience of Buyer's inspectors, and (ii) Buyer shall provide Seller with reasonable prior notice of the inspection or test and shall perform such inspection or test during Seller's normal business hours. Buyer shall have the right to reject those Materials which do not conform exactly to Buyer's instructions, specifications, drawings and/or Seller's warranty (whether express or implied) or, if not so specified, which do not conform to standard or generally accepted specifications for such Materials. Items not accepted will be returned to Seller at Seller's expense, plus all transportation costs. Payment for any Materials hereunder shall not be deemed an acceptance thereof by Buyer.

For Services: (a) Buyer may observe the Services, and/or inspect the deliverables at any time for compliance with the requirements, specifications and instructions described on the face this Order. In addition, all Services provided pursuant to this Order will be provided with at least reasonable care and in a manner consistent with general industry standards reasonably applicable to the provision thereof, and all deliverable(s) provided pursuant to this Order will, at a minimum, meet commercially reasonable industry standards. Buyer reserves the right to determine whether the Services and/or deliverables, or any part/portion thereof, conform to such standards, requirements and specifications. The Services and/or deliverables that Buyer determines do not conform to applicable standards, requirements and specifications, will be referred to as "Non-Complying Work." Buyer will provide written notice to Seller and such notice will detail the Services and deliverables or portion(s) thereof that constitute Non-Complying Work and the reason for non-compliance. (b) Approval criteria and procedures for Services should be set forth on the face of this Order. If so specified, deliverables and Services must meet the generally applicable standards described herein and such requirements, specifications and instructions set forth on the face of this Service Order in order to be accepted by Buyer ("Acceptance"). When the face of this Order does not include Acceptance procedures or criteria, then Acceptance of deliverables and Services will be based on substantial conformance to Buyer-approved requirements and specifications and the generally-applicable standards set for the above. Acceptance of Service will be determined by Buyer based on Buyer's reasonable satisfaction that all applicable standards, criteria, etc. have been met. For purpose of this Order, deliverables are considered delivered and Services are considered rendered upon Buyer's Acceptance, not to be unreasonably withheld. Buyer is obligated to pay only for deliverables and Services that receive Buyer's Acceptance. (c) Seller will correct or re-perform Non-Complying Work within five (5) business days after delivery of a written notice of non-compliance to Seller. Buyer will not be obligated to pay Seller for Non-Complying Work, and Seller will not be entitled to compensation for work or materials necessary to correct or re-perform Non-Complying Work. Should the Services and deliverables or any portion thereof become or be discovered to be Non-Complying Work after payment has been made to Seller, Buyer may withhold payment (without limiting any other remedies available under law or in equity) or future invoices in an amount equal to the cost (or value) of the Non-Complying Work or Buyer may request Seller to refund any payment already made to the extent attributable to Non-Complying Work if Seller fails to correct or re-perform the Non-Complying Work after delivery of the required notice. Buyer will pay Seller for corrected Non-Complying Work within forty-five (45) days of Buyer's Acceptance less any documented cost or loss by Buyer directly attributable to the delay in receipt of complying deliverables or Services, in accordance with any implicit and explicit delivery deadline/timeframes or this Order.

9. **TITLE AND RISK OF LOSS.** Unless otherwise stated on the face of this Order, title to and risk of loss of Materials remain with Seller until such Materials are received by Buyer at Buyer's designated facility.

10. INFRINGEMENT. Seller agrees to indemnify and hold harmless Buyer, each of Buyer's affiliates, customers and users of the Materials, and each of the foregoing's directors, officers, members, managers, employees, agents, successors, and assigns from and against any and all claims, actions, demands, losses, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys', consultant or other professional fees) which Buyer may hereafter incur as a result of any suit, claim, judgment or demand, involving infringement, misuse, misappropriation or alleged infringement, misuse, or misappropriation of any patent, trademark, copyright, data rights, trade secrets, or any other intellectual property rights of any third party in the performance, design, manufacture, use, sale, development, delivery, or disposition of any Materials (including Services) supplied hereunder (an "IP Claim"). Buyer shall notify Seller of any suit instituted against it and, to the fullest extent of its ability to do so, shall permit Seller to defend the same (with counsel reasonably acceptable to Buyer) or make settlement on terms acceptable to Buyer in respect thereof. Buyer does not grand indemnity to Seller for infringement of any patent,

trademark, copyright, data rights, or any other intellectual property rights. Without abrogating or otherwise limiting Seller's defense and indemnity obligations, if an IP Claim has been or may be asserted against Seller and/or Buyer due to a Material provided hereunder, Seller must, at Seller's expense:

(i) procure the right for Buyer to continue using the Material;

(ii) replace or modify the Material to eliminate the alleged infringement while providing substantially equivalent quality and functionality; or

(iii) if the performance under subsections (i) and (ii) are not possible and upon Buyer's written consent, refund all amounts paid by Buyer for the applicable Material.

11. DESIGNS, TOOLS, DIES, ETC. Unless otherwise agreed herein, Seller, at its sole cost, shall supply all material, equipment, tools and facilities required to perform this Order. Any materials, designs, drawings, blueprints, tools, dies, patterns, printing plates or other equipment or property furnished by Buyer or specifically paid for by Buyer (collectively, "Buyer's Property") shall be the property of Buyer, shall be used only in filling this Order (or other purchase orders from Buyer) and may on Buyer's demand be removed by Buyer without charge and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such Buyer's Property. Seller shall use all such Buyer's Property at its own risk and shall be responsible for all loss of or damage to the same or to any person or other party while such Buyer's Property is in Seller's custody. Seller shall, at its sole cost, store and maintain all such Buyer's Property in good condition and repair. All such Buyer's Property shall be identified and marked as Buyer's property and adequately insured by Seller at its expense for Buyer's protection. Seller will keep such Buyer's Property free and clear of all claims, liens, security interests and other encumbrances on or defects of title ("Liens"), including Liens to which Seller may be entitled under applicable law (which Seller hereby waives), but not including Liens created by Buyer or imposed as a direct result of an action or inaction of Buyer. Seller authorizes Buyer to file with appropriate governmental offices UCC-1 financing statements showing Seller as debtor/bailee and Buyer as secured party/bailor (or similar instruments) for the purpose of providing notice to third parties that Buyer's Property is the property of Buyer, provided that any such financing statement (or similar instrument) indicates that it is being filed for precautionary or notice purposes only or that the underlying transaction between Buyer and Seller is not a secured transaction but a bailment. BUYER MAKES NO WARRANTIES OF ANY NATURE WITH RESPECT TO ANY SUCH BUYER'S PROPERTY, WHICH SELLER AGREES IS FURNISHED "AS IS" AND WITHOUT ANY WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Graphic arts and packaging material: All film negatives, positives, engravings, electrodes and dies made by Seller for the production of the Materials related to this Order will become the property of the Buyer, will be considered Buyer's Property hereunder, and are to be surrendered upon Buyer's request. Notwithstanding anything herein to the contrary, the provisions of this paragraph do not apply to property owned by the United States Government. Disposition and use of Government property shall be governed by applicable Government Regulations.

12. INDEMNIFICATION. (a) Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, actions, demands, losses, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys', consultant or other professional fees) which Buyer may hereafter incur as a result of (i) Seller's breach of any term or provision of this Order, or (ii) the design, development, manufacture, distribution, sale, use, or repair of the Materials, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, or any other legal theory, except to the extent caused by the negligence of Buyer, or (iii) as a result of any suit, claim, or demand under any environmental, health, safety or other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Materials or of raw materials or wastes by Seller, or (iv) any negligent or willful act or omission of Seller, its employees, agents, representatives or subcontractors in the performance of this Order or related to the Materials. If Seller's performance requires Seller, its employees, agents or representatives to perform Services or labor in the plants or on the premises of Buyer, Seller will indemnify and hold harmless, Buyer from and against any and all claims, actions, demands, losses,

damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys', consultant or other professional fees) which Buyer may hereafter incur as a result of injury or damage to person or property arising out of such performance, except to the extent caused solely and directly by the negligence of Buyer. As a separate and additional obligation, except as expressly prohibited by applicable law, Seller agrees to indemnify and hold harmless, Buyer from and against any and all claims, loss, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys', consultant or other professional fees) which Buyer may hereafter incur as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of governmental laws, rules, regulations or orders regardless of the cause or alleged cause and regardless of whether such matters are groundless, fraudulent, or false arising from or related to the Work or the performance of this Service Order, including without limitation (i) matters asserted against Buyer by employees of Seller or any other persons or entities, and (ii) matters in which it is claimed Buyer was negligent, or otherwise committed one or more acts or of misfeasance, malfeasance or nonfeasance. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction. The word "Buyer" as used in this section includes without limitation Buyer itself, its officers, directors, members, managers, agents, employees, representatives and assigns, or any person or entity for whom or for which it is claimed Buyer is responsible.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY REASONOR ARISING FROM ANY CAUSE WHATSOEVER, FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. CONFIDENTIALITY. Seller (including its employees, officers, agents, and directors) shall treat as confidential and proprietary and not disclose to others any information received from Buyer, including but not limited to information constituting or relating to Buyer's plans, drawings, processes, programs, business, facilities, products, costs, equipment, operations, or property or the condition thereof, which may come within Seller's knowledge in the performance of this Order, except as available in the public domain through no fault or cause of the Seller, without in each instance securing the prior written consent of Buyer. Seller shall also treat as confidential and proprietary and shall not disclose to others, any information relating to the chemical composition or quantity of materials received by it from Buyer, and the fact that Buyer was the source of such materials. Seller agrees that it will protect the confidentiality of Buyer's information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of such information to Buyer immediately upon written request. If Seller is required by subpoena or judicial or administrative order (hereinafter referred to as "Order") to disclose any information required by this Order to be treated as confidential and proprietary, Seller shall promptly notify Buyer of the receipt of such Order and permit Buyer to challenge the Order prior to Seller's disclosure of the information. Seller's obligations of confidentiality as set forth herein shall be in effect during the life of this Order and for a period of ten (10) years thereafter. Seller shall not, without the prior written consent of Buyer, use or allow the use of, whether in writing or in oral form, Buyer's name, trademarks, logos, publications, photographs of Buyer's facilities or equipment, or Seller's and Buyer's business relationship in connection with marketing or business activity.

15. TERMINATION. Buyer shall have the right to terminate this Order or any part thereof at any time: (I) Without Cause – In case of termination by Buyer of all or any part of this Order without cause and for Buyer's convenience this Order shall be subject to an equitable adjustment for any custom-made goods for which Buyer does not take delivery. After receiving notice of termination, Seller will (a) stop the purchase, manufacture, production, preparation, distribution or transportation of the Materials on the date and to the extent specified in the notice, and (b) deliver to Buyer in their then current state of condition, all drawings, reports and other documents relating to the Materials and remaining samples. No cost incurred after the effective date of termination will be reimbursed unless incurred with the express written consent of Buyer. Buyer's liability for such goods shall be the lesser of (i) Seller's actual price for raw materials, components, work in progress and any finished units on hand at the time of such cancellation that are attributable to the cancelled portion of this Order less any scrap value or other resale value that such items may have at the time of termination; or (ii) the contract price per finished unit, after giving effect to any discount Buyer would otherwise be entitled to, for the cancelled portion of this Order. In the event of termination of Services by Buyer for convenience, Buyer's liability shall be limited to payment of the

contract price for the portion of the Services completed in accordance with the terms of this Order as of the date of termination. In no case shall Buyer be liable for Seller's lost profits as a result of such termination. Any termination claim must be submitted to Buyer within sixty (60) days, after the effective date of termination. The provisions of this subparagraph shall not limit or impact the right of the Buyer to terminate this Order for cause and shall not apply to a termination for cause; (II) For Cause – Buyer may terminate this Order for cause if Seller fails to make any delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this Order, or fails to make progress so as to endanger performance of this Order, or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, or if Buyer otherwise has reasonable grounds of insecurity with respect to Seller's performance and Seller fails to provide adequate assurance of due performance. Buyer may, in addition to any other right or remedy provided by this Order or by law or in equity, terminate all or any part of this Order by written notice to Seller without any liability by Buyer to Seller on account thereof. Buyer may require a financial statement from Seller at any time during the term of this Order for the purpose of determining Seller's financial condition. In the event of termination for cause, in addition to any other rights that Buyer may have under this Order, at law or in equity, Seller agrees upon demand by Buyer to deliver the raw materials and work in process acquired to perform under this Order and Buyer may then complete the work deducting the cost of such completion from the price or, in the alternative, pay to the Seller the cost of such raw materials and work in process, or Buyer may produce or purchase or otherwise acquire Materials elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.

16. INSURANCE. Seller shall not insure the Materials for Buyer's account unless the terms on the face of this Order expressly provide otherwise. Seller shall procure and maintain, at its sole expense, the following types of insurance, issued by companies acceptable to Buyer with a Best's rating of at least A-X: (i) Worker's Compensation Insurance, including coverage for occupational diseases, providing for the payment of statutory benefits as required by Federal (including Longshoremen's and Harbor Worker's Compensation Act if applicable) and State law; (ii) Employer's Liability Insurance with a minimum limit per occurrence of $500,000; (iii) Commercial General Liability Insurance, written on an occurrence basis, with a minimum of $3,000,000 combined single limit per occurrence for bodily injury, property damage and personal and advertising injury, such coverage to include contractual liability (including without limitation, for claim arising pursuant to the indemnification obligations contained in this Order), products liability (including completed operations), and sudden and accidental pollution; (iv) Comprehensive automobile liability insurance with at least $1,000,000 single limit per occurrence (including contractual coverage for the indemnities in this Order) and, if hazardous materials or waste are to be transported, such policy shall be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements; (v) if Seller provides any on-site Services at Buyer's premises, the additional insurance requirements described below; and (vi) all other coverage required by applicable laws and regulations, including in addition to insurance, any other form of financial protection required by applicable laws and regulations. Seller shall continue to provide the required products and completed operations insurance coverage for a period of five years after the sale of the Materials, contract expiration, or project completion, whichever occurs last. All policies of insurance shall contain a waiver of subrogation against Buyer. All policies except Worker's Compensation shall include Buyer and other parties Buyer may designate as additional insureds using endorsements CG 2010 and CG 2037 (or their equivalent). All insurance required above shall be primary and non-contributory to insurance purchased by Buyer. All insurance required shall include the cost of defending Buyer and such defense costs shall not apply against the coverage limits of the required insurance. All limits for liability insurance and required coverage may be provided through any combination of primary and excess liability or umbrella insurance. All policies shall not be subject to a deductible or self-insured retention in excess of $50,000 without the prior approval of Buyer. Seller shall be responsible for and pay all losses within any deductibles or self-insured retention. Seller agrees to have insurance certificates as well as copies of endorsements showing that Buyer is an additional insured, that all policies are primary and non-contributory, and that subrogation is waived forwarded to Buyer within thirty (30) days following the date of this Order, or, if earlier, prior to commencement of this Order. All policies shall provide that the coverage shall not be terminated without thirty (30) days prior written notice thereof being given to Buyer by the insurance carrier. Buyer reserves the right to require Seller to increase such limits or to carry other types of coverage with deductibles and limits acceptable to Buyer, provided that Buyer shall reimburse Seller for

any additional premiums attributable to such increased coverage. The insurance described herein sets forth minimum amounts and types of coverage, and is not to be construed in any way as a limitation of Seller's liability under this Order. If Seller provides any on-site Services at Buyer's premises, the following additional insurance requirements shall apply: (a) the Employer's Liability Insurance described above shall have a minimum limit per occurrence of $1,000,000; (b) the Commercial General Liability Insurance described above shall cover the contingent liability of Seller for the liability of subcontractors, cross liability, and any aggregate shall apply on a per location or per project basis; (c) the Comprehensive automobile liability insurance described above shall have a minimum limit of at least $3,000,000; and (d) Seller shall procure and maintain All Risk Property Insurance which is written on a replacement cost basis protecting Buyer and Seller for the full replacement cost of all property or equipment owned, leased or otherwise used by Seller in connection with the Services, which insurance shall also cover Buyer owned property in the care, custody or control of Seller away from Buyer's premises and (e) Seller shall require each subcontractor to provide and maintain insurance comparable to the insurance required in this Agreement.

17. RECORDS. Seller shall: (a) maintain complete and accurate books and records in accordance with applicable laws, generally accepted accounting principles and practices and in sufficient detail to reflect the actual cost of Materials (including Services) under this Order; (b) furnish Buyer with statements of Seller's actual cost at such times and in such form and detail as Buyer may request; (c) permit Buyer or its representatives to inspect and audit any and all of Seller's books, records and accounts relating to the Materials (including Services) and this Order at all reasonable times during performance thereof and for a period of three (3) years after payment of the final invoice; and (d) if required by Buyer, Seller's invoices shall be certified by an authorized representative of Seller in a manner to be prescribed by Buyer. Buyer will be responsible for the costs of any audits performed by Buyer unless an audit discloses that Seller has billed Buyer incorrectly for fees and then Seller will be responsible for the cost of that audit.

18. CONFLICT MINERALS. Seller acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act, and related regulations of the United States Securities and Exchange Commission ("SEC") related to the use of tin, tantalum, tungsten and gold ("Conflict Minerals"), including the filing of certain reports and disclosures with the SEC. Seller further represents, warrants and covenants that (i) it will source, and track the chain of custody of, all Conflict Minerals contained in any Materials provided by Seller to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Seller may jointly agree upon), and (ii) at Buyer's request (which may be as frequently as quarterly at Buyer's discretion), Seller will execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Buyer's discretion) such other form as Buyer reasonably requests.

19. COMPLIANCE WITH REGULATORY RESTRICTIONS. The Materials purchased under this Order shall: (a) not contain or be manufactured in a process that uses a substance designated as a Class I ozone depleting substance; (b) not contain a substance known to the state of California to cause cancer or birth defects, without labeling applicable to use in California; (c) contain only chemical substances that are listed on the TSCA Chemical Substance Inventory; and (d) be marked and labeled in conformance with all Occupational Safety and Health Administration regulations.

20. EQUAL OPPORTUNITY.

Olin is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(a)(7), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. These numbers refer to clauses in Executive Order 11246 (41 CFR 60-1), Vietnam Veterans' Readjustment Assistance Act (41 CFR 60-300), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741), Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable. In addition, the following shall apply:

The Contractor [Buyer] and all of its subcontractors [Seller], if applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741,5(a). These regulations prohibit discrimination against qualified individuals based on their Status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

21. GENERAL PROVISIONS.

A. Waiver. Any waiver by either party of any provision or condition of this Order must be in writing signed by the waiving party.

B. Severability. If any provision of this Order shall be adjudged illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be impaired.

C. Notice. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, send via overnight courier, or by certified mail, return receipt requested, to the address of the respective party on the face of this Order. Either party may, by notice to the other, change the addresses and names given herein.

D. Entire Agreement; Performance; Governing Law; Venue. This Order and any attachments incorporated by Buyer represents the entire understanding and agreement between the parties concerning the Materials, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Materials. No terms, conditions, prior courses of dealing, courses of performance, usages of trade, understandings or agreements purporting to modify, vary, supplement or explain any provision of this Order shall be effective and none shall be binding unless in writing, signed by duly authorized representatives of both parties. Performance of any part of this Order by Seller constitutes acceptance of all terms and conditions of this Order by Seller regardless of whether or not Seller has acknowledged it. This Order and any question or controversy arising out of the Materials shall be governed by the law of the State of Missouri, without regard to its conflict of law provisions. With respect to any disputes arising from or related to this Order and/or the Materials provided hereunder, Seller and Buyer hereby each agree to submit to the exclusive jurisdiction of the Federal District Court for the Eastern District of Missouri or the 21st Circuit Court of St. Louis County, Missouri.

E. Assignment and Subcontract; Liens. Neither party shall assign or subcontract this Order, its performance, or any monies due or to become due hereunder, and any attempt to so assign shall be void unless with the prior written consent of the other party, except that this Order may be assigned without consent in connection with the acquisition or merger of Buyer, the acquisition or transfer of all or substantially all of the assets of the Buyer group or division operating the Buyer facility, or the sale or other transfer by Buyer of the Buyer facility. Seller shall not permit the filing of any mechanic's, materialman's or other lien or claim of any kind against Buyer's lands or improvements on account of labor, materials, fixtures, tools, machinery, equipment or any other thing furnished in connection with this Order. Buyer shall have the right to withhold final payment to Seller until such time as Seller delivers to Buyer lien waivers or releases and proof of payment in such form and at such times as Buyer shall specify. Buyer shall have the right of set off against Seller any amount owed by Buyer to Seller against any amount due or to become due to Buyer or any affiliate from Seller, whether under this Order or under any other agreement between Buyer and Seller, whether nor or hereinafter in effect.

F. Survival. The confidentiality, indemnification, insurance, and any other obligations set forth herein which by their nature are intended to survive termination shall survive the termination of this Order.

G. Attorneys' Fees and Costs. If any legal action or other proceeding is brought relating to this Order, or if any party shall become engaged in the defense of any counterclaim or cross claim arising out of or in connection with the transactions contemplated under and in accordance with the provisions of this Order, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

H. Remedies. The rights and remedies provided Buyer herein shall be cumulative, to the extent permitted by law, and in addition to any other rights and remedies provided by law or equity.

I. Buyer Approval and Reviews. The review or approval by Buyer of any specifications, work hereunder, or other matter in

connection herewith shall not relieve Seller of any of its obligations under this Order nor excuse or constitute a waiver or acceptance of any defects or nonconformities in any Materials furnished under this Order or change, modify or otherwise affect any of the provisions of this Order.

J. Price. Seller represents, warrants any covenants that (i) the price charged for the Materials is the lowest price charged by Seller to its customers in respect of a sale of Materials of like quality and quantity, (ii) the price of the Materials shall be subject to reduction to any lower price made or offered by Seller from the date of this Order to the date of payment to any other customer in respect of any such sale of Materials, and (iii) the price will comply with all applicable laws and regulations in effect at the time of quotation, sale and delivery of the Materials.

K. Work on Buyer's Premises. If Seller's work under this Order involves operations by Seller on the premises of Buyer, Seller shall (i) provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work, unless expressly stated otherwise on the face of this Order, (ii) take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work, and (iii) except to the extent that any such injury is due solely and directly to the negligence of Buyer, defend, indemnify and hold harmless Buyer, each of Buyer's affiliates, customers and users of the Materials, and each of the foregoing's directors, officers, employees, agents, successors, and assigns from and against all actions, suits, proceedings, demands, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) which may result in any way from any act or omission of Seller, its agents, employees or subcontractors. Seller shall, while on Buyer's premises, comply with Buyer's rules and regulations, of which Seller has been provided written notice, which shall include without limitation compliance with Buyer's then current Environmental, Health and Safety Policy located on Buyer's website at Winchester.com/Supplier/Win_EHS. Buyer shall have the right to request the removal of any employee of Seller who Buyer reasonably deems to be unsatisfactory. Buyer shall have the right, but not the obligation, to inspect the work to ensure that the terms and provisions of this Order are being complied with by Seller. Seller shall keep Buyer's premises free from accumulation of waste material and rubbish and in full compliance with any applicable law or regulation. Upon the completion of the work, Seller shall remove all rubbish, equipment and surplus materials from Buyer's premises.

L. Compliance with Law. Seller represents and warrants that all Materials delivered and Services performed pursuant to this Order shall comply with all applicable federal, state, provincial, local and tribal laws, rules, regulations, ordinances, treaties and other requirements of federal, state, provincial, local and tribal governments and agencies thereof, including but not limited to safety, labor and environmental laws. Seller shall defend, indemnify and hold harmless Buyer, Buyer's affiliates, and each of the foregoing's directors, officers, employees, agents, successors, and assigns from all penalties, fines, and other charges resulting from violations or alleged violations by Seller, of such laws, rules, regulations, ordinances, treaties and other requirements.

M. Background Checks; Drug Screening. Seller shall assign only competent personnel to perform and complete Services hereunder, shall maintain strict discipline and good order among those personnel and shall provide proper supervision and direction of their work. Seller shall maintain adequately screened and checked references of Seller's employees that Seller desires to utilize for the Services provided under this Order. Such screening shall include, but not be limited to the following: a criminal background check, drug testing and verification of Seller's employees' credentials, work history and reference checks. If, at any time, Buyer determines that the assigned personnel are not performing in accordance with Buyer's reasonable expectation, then upon notification from Buyer, Seller shall meet with Buyer for purposes of addressing and resolving the personnel concerns of Buyer and, upon Buyer's request, shall immediately reassign that person to other work (i.e. work not relating to the Services to be provided pursuant to this Order) and replace that person with a competent person acceptable to Buyer.

N. Information and Ownership of Deliverables. (i) Designs, drawings, data, ideas, inventions and other technical information supplied by Buyer or otherwise produced or developed through performance of this Order shall be and remain the property of Buyer. (ii) Any pre-existing information (prior to the effective date of this Order) which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the Materials covered by this Order shall be deemed to have been disclosed as part of the consideration for this Order and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. (iii) Seller acknowledges and agrees that all materials and other output (including all associated intellectual property which shall include without limitation all inventions (whether or not such may be patented), discoveries, developments, improvements, and know-how) produced, developed, created or devised by

Seller during performance of Services, including without limitation, work papers, sketches, drawings, designs, samples, models, algorithms, software, code, architecture, materials, reports, programs, specifications, requirements, plans, documentation, information, data, processes and all other deliverables (collectively, "Work Product") shall be the sole property of Buyer and Seller hereby assigns all right, title and interest therein (including all intellectual property rights) to Buyer. Seller expressly acknowledges the parties' agreement that all aspects of the Work Product which may be subject to copyright protection are considered as Works Made For Hire within the meaning of the Copyright Act of 1976 (the "Copyright Act"). In the event and to the extent that the Work Product or any part thereof is found, as a matter of law, not to be a Work Made For Hire under the Copyright Act, Seller hereby assigns to Buyer the sole and exclusive right, title and interest in and to the Work Product without further consideration. Seller agrees to execute any assignments, registrations, certificates or other instruments as Buyer may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend Buyer's ownership in and to any of the foregoing.

O. ITAR. Seller understands and agrees that its employees and other personnel may have access to information that is subject to U.S. export control laws and Seller shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F. R. 730-774. Further, Seller will notify Buyer if any of its employees or personnel who will have access to Buyer's information are not "U.S. Person(s)", as defined in the ITAR (22 C.F.R. 120.15), if such a transfer of information would require authorization by a United States Government export license, technical assistance agreement or other authority.

P. Notice of Penalties for Misrepresentation of Size Status. Under the Small Business Act, 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies, including suspension and debarment; and
3. Be ineligible for participation in programs conducted under the authority of the Act.

Q. US Government Procurement Regulations. If the Materials to be furnished by Seller are for use in the performance of a prime contract, or a higher-tier subcontract in support of a prime contract, with the U.S. Government ("Government"), and the Materials constitute commercial items, as defined in Federal Acquisition Regulation ("FAR") 2.101, this Order incorporates by reference the additional terms and conditions set forth in the Addendum entitled Additional and Supplemental Terms and Conditions Applicable to Fixed-Price Purchase Orders for Commercial Items Under a United States Government Contract, which is available at https://winchester.com/Support/Partners/Suppliers/GovComTerms. If the Materials to be furnished by Seller are for use in the performance of a prime contract, or a higher-tier subcontract in support of a prime contract, with the Government, and the Materials do not constitute commercial items, as defined in FAR 2.101, this Order incorporates by reference the additional terms and conditions set forth in the Addendum entitled Additional and Supplemental Terms and Conditions Applicable to Fixed-Price Purchase Orders for Non-Commercial Items Under a United States Government Contract, which is available at https://winchester.com/Support/Partners/Suppliers/GovNonComTerms. If there is any conflict between these Order Terms and Conditions and those of the applicable Addendum, the terms and conditions of the applicable Addendum shall prevail. In addition, Seller acknowledges that Buyer may require Seller to execute a certification confirming its compliance with certain provisions of the FAR and/or applicable agency supplements thereto.

R. Miscellaneous. Buyer objects to and rejects any attempt by Seller to limit Seller's liability under this Order in any manner beyond any limitations as are required by applicable law. Section headings are for convenience only and shall have no legal or interpretive effect. In interpreting this Order, no presumption or inference shall be deemed to arise for or against either party due to the preparation of this document.