



# Southern Fasteners & Supply, LLC

**FASTENERS: little things that make a big difference**

## TERMS AND CONDITIONS OF PURCHASE

### 1. Acceptance

These Terms and Conditions of Purchase ("Terms and Conditions") apply to any order in whatever form issued by Southern Fasteners & Supply, LLC ("Buyer"), including without limitation a purchase order, release, requisition, work order, and including documents provided by electronic data interchange ("Order"). Buyer's Order for goods, material, product, and/or services ("Goods") from Seller is expressly conditioned on and limited to Seller's acceptance of these Terms and Conditions. The Order is an offer or counteroffer by Buyer to purchase the Goods described in the Order in accordance with these Terms and Conditions. Signing and returning the acknowledgment copy of the Order, commencement of performance, or delivery of Goods hereunder shall constitute unqualified and unconditional acceptance of these Terms and Conditions. Any additional or different terms in Seller's forms are hereby deemed to be material alterations and notice of objection and/or rejection of them is hereby given. Seller agrees that it will not assert as a defense to the enforcement of these Terms and Conditions any limitation set out in its acceptance or acknowledgement of the Order. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Goods in Seller's proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order, and any references to or attachment of Seller's terms and conditions in Seller's proposal, acknowledgment, or invoicing of the Order shall not alter the terms hereof.

### 2. Specifications and Quantities

All Goods furnished under the Order must comply strictly with Buyer's specifications, instructions, drawings, data, samples, and other descriptions ("Specifications") unless Seller has obtained Buyer's prior written permission to make changes. If there is a conflict between Seller's published specifications and Buyer's Specifications, Seller agrees to immediately advise Buyer in writing and proceed with the Order on the basis of Buyer's Specifications. Seller shall not make any changes to the Specifications, the manufacturing location, or the raw material source without the consent of the Buyer prior to implementation of any such change. Quantities listed in the Order are Buyer's best estimate of the quantities of Goods it might purchase from Seller for the contract term specified in the Order. If the quantity in the Order is blank or states "zero" (0), "blanket," "see release," or similar terms, then a consideration of Ten USD (\$10.00) is to be paid by Buyer upon expiration or termination of the Order. Seller grants to Buyer an irrevocable option during the term of the Order to purchase Goods in such quantities as determined by Buyer and identified as firm orders in material authorization releases, manifests, or similar releases ("Material Releases") that are transmitted to Seller during the term of the Order, and Seller will supply all such Goods at the price and other terms specified in the Order; provided, however, that Buyer may purchase no less than a minimum quantity of at least one (1) piece or unit of each of the Goods and no more than one hundred percent (100%) of Buyer's requirements for the Goods.

### 3. Price and Payment

Prices shall be as specified in the Order. Payment shall be net sixty (60) days after the delivery of goods or completion of services, unless mutually agreed in writing otherwise. Prices are fixed and firm for the duration of the Order unless provision is made for adjustment on the face of the Order. Buyer shall not be charged for tariffs, materials, supervision, facilities, sorting, or other surcharges, and unless otherwise stated in the Order, prices shall include all applicable federal, state, and local taxes. Notwithstanding any other provision of the Order, Seller warrants to Buyer that all prices, terms, warranties, and benefits taken as a whole ("Terms") granted to Buyer are at least as favorable as those offered by Seller to any of its other like customers for the same or similar Goods in similar quantities. If, during the term of the Order, Seller should enter into an arrangement with any other like customer that provides more favorable Terms, Seller shall so notify Buyer and the Order shall be immediately amended to provide to Buyer the more favorable Terms. Seller agrees that any price reduction made in Goods covered by the Order subsequent to the placement of the Order will be immediately applied to the Order.

### 4. Changes

Buyer reserves the right at any time, and at no charge, to make changes in drawings, designs, Specifications, quantities and delivery schedules, method of shipping and packing, and inspections as to any Goods covered by the Order, and Seller will be bound by any such changes. Any differences in price or time for performance resulting from such changes shall be equitably adjusted, agreed to by Buyer in advance, and shown on a supplemental purchase order. Any claim by Seller for adjustment under this section 4 (Changes) must be asserted within thirty (30) days from the date of notification of the change; provided, however, that Seller shall continue to supply Goods ordered pending Seller's claim and resolution thereof.

### 5. Delivery

Time and quantities are of the essence of the Order. Deliveries of Goods ordered hereunder are to be made in the manner, quantities, and at the times specified by the Order and Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer. Unless otherwise specified, delivery shall occur when the Goods are received at Buyer's facility. Any premium shipping expenses and other related expenses necessary to meet Buyer's delivery schedules shall be Seller's sole responsibility. Buyer shall have the right, at no charge to Buyer, to:

- (a) cancel the Order if shipment or performance is not made in accordance with such schedules for quantities or time periods; and/or
- (b) refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are in excess of the Order.



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Unless excused by section 6 (Force Majeure), in the event Seller fails to deliver the Goods hereunder in accordance with the delivery dates or other agreed to schedule incorporated into the Order, and such delay is not solely attributable to the acts or omissions of Buyer, then Buyer, in addition to any other remedies available to it under law or in equity, shall be entitled to the remedies outlined in section 11 (Default and Remedies). Any provisions for the delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Seller severable.

**6. Force Majeure**

Neither Buyer nor Seller shall be liable for failure to perform any of its obligations hereunder, to the extent such failure is due to a force majeure event including but not limited to fire, flood, extreme weather or other natural disaster, explosion, war, terrorism, national emergency, riot, embargo, epidemic, pandemic or quarantine, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond the control of and without the fault of the affected party, provided that the affected party has given the other notice of such occurrence within five (5) days of becoming aware of the same. Such notice shall describe the event causing the delay, the expected duration, remediation plans, and plans for the supply or purchasing of Goods during such event. Seller shall not be excused from performance under this section for delays or defaults due to labor problems, inability to obtain financing, increases in the cost of raw materials or energy, or tariffs or other governmental action that impacts costs/prices. If Seller cannot provide adequate assurances that a delay will not exceed fourteen (14) days or if a delay lasts more than fourteen (14) days, Buyer may terminate the Order without any obligation or liability to Seller for such termination.

**7. Packing**

Seller shall properly pack, mark, and ship the Goods to Buyer in accordance with the Order and Buyer's requirements. For any Goods that may contain potentially hazardous or restricted materials, if requested by Buyer, Seller shall promptly furnish to Buyer a detailed list of and quantities of all potentially hazardous materials in the Goods. Before shipping such Goods, Seller shall furnish to Buyer sufficient warning and notice (including appropriate labels on the Goods, containers, and packaging) of any hazardous material that is any part of the Goods, and special handling instructions necessary to advise all carriers, Buyer, and their respective employees and agents as how to exercise necessary care and caution to best prevent any bodily injury or property damage in the handling, processing, use, or disposal of such Goods. Seller shall comply with all applicable laws and regulations pertaining to product and warning labels.

**8. Inspection, Acceptance, Title, and Risk of Loss**

All Goods are subject to Buyer's inspection, including at the source if deemed necessary by Buyer or required by Buyer's customer or government regulation. Seller waives any rights to require Buyer to inspect the Goods, and payment for the Goods furnished or failure to conduct an inspection shall not constitute acceptance thereof. If any of the Goods are found at any time to be defective or otherwise not in conformity with the requirements of the Order Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such Goods at Seller's expense and receive a refund for any such Goods plus transportation charges paid by Buyer. Such rejected Goods shall not be replaced without Buyer's prior written authorization. Buyer may reject the entire shipment of Goods where it consists of a quantity of similar Goods and sample inspection discloses that the Goods inspected contain defects or do not conform to specifications or samples, unless, at Buyer's discretion, Seller agrees to reimburse Buyer for the cost of a complete inspection and sorting of the Goods included in such shipment. Title to and risk of loss or damage to the Goods shall transfer to Buyer at the time Seller delivers and Buyer accepts delivery of the Goods. Risk of loss or damage during shipment shall be the responsibility of Seller.

**9. Adequate Assurance**

If Seller's financial condition is found to be or becomes unsatisfactory to Buyer during the term of the Order, or should Seller's ability to perform become doubtful, Buyer may demand immediate assurance of performance, and in the event that such assurance is not forthcoming within five (5) working days, Buyer may terminate the Order, and no rights shall accrue to Seller against Buyer on account of any such termination. Buyer's obligations are conditioned upon the continuance of Seller's solvency and Seller's ability to perform within the delivery schedule.

**10. Warranties**

In addition to any other express or implied warranties provided by applicable law or otherwise, Seller warrants and guarantees to Buyer, its successors, assignees, customers, and end users that the Goods shall:

- (a) be new;
- (b) conform to all Specifications, drawings, samples, brochures, manuals, and other descriptions furnished by or accepted in writing by an authorized representative of Buyer;
- (c) comply with applicable standards in the industry and comply with all laws as set forth in section 20 (Compliance with Laws) in the countries where the Goods are manufactured and sold;
- (d) be merchantable and fit for the purpose for which it is intended, Seller acknowledging that it knows of Buyer's intended use;
- (e) be of the highest quality and free from all defects in design, materials, and workmanship (including latent defects);
- (f) be free and clear of any and all liens and encumbrances of whatsoever nature and kind;
- (g) to the extent consisting of services, be performed in a professional, good, and workmanlike manner by qualified,



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trained, experienced workers in accordance with the highest standards of the industry; and

(h) to the extent consisting of software:

(1) conform in all material respects to, and properly and correctly perform in accordance with, its documentation; and

(2) not contain any program routine, device, code or instructions, or other undisclosed feature that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming any computers, networks, data or other electronically stored information, or computer programs or systems.

Seller also warrants that it is and shall at all times remain competitive in terms of price, quality, delivery, technology, and service with respect to the supply of the Goods. The warranty period shall be the longest of:

(a) five (5) years after delivery;

(b) the period provided by applicable law; or

(c) the warranty period Buyer provides its customers for products that include the Goods.

All warranties of Seller, express or implied, and all remedies of Buyer, in this section or elsewhere, shall survive indefinitely any delivery, inspection, tests, acceptance, payment, or processing. Buyer's approval of any design, drawing, material, process, or specifications will not relieve Seller of these warranties.

## 11. **Default and Remedies**

Seller shall be in default under the Order if:

(a) Seller does not comply with the Order in all respects including timely delivery;

(b) any Goods provided by Seller do not conform to the warranties or other requirements of the Order, whether such non-conformity is discovered before or after acceptance by Buyer;

(c) Seller repudiates or threatens to breach any of the terms of the Order including, without limitation, threatening not to deliver goods or perform services under any Order;

(d) Seller makes an assignment for the benefit of creditors, proceedings in bankruptcy or insolvency are instituted by or against Seller, or Seller seeks accommodation from Buyer, financial or otherwise, in order to meet its obligations under the Order; and/or

(e) at any time in Buyer's sole judgment Seller's financial or other condition or progress on the Order shall be such as to endanger the quality of the Goods or Seller's timely performance.

Upon any default hereunder, if the default is not corrected within ten (10) days following notice of the default, or such lesser time as may be reasonable in the circumstances, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may exercise any one or more of the following remedies:

(a) cancel or delay delivery of all or any portion of the Order without liability, except the obligation to pay the purchase price for conforming Goods received by Buyer prior to cancellation and accepted in accordance with the Order;

(b) terminate the Order;

(c) require Seller to repair or replace any or all Goods determined by Buyer to be non-conforming, at Buyer's discretion and at Seller's sole expense, either at Buyer's facility or at any other location designated by Buyer;

(d) require Seller to pay all transportation and other charges arising from delivery, storage, and return of Goods;

(e) purchase replacement Goods from a third party and recover from Seller any excess in the price of the replacement over the price of the non-conformance;

(f) recover from Seller any and all direct, incidental, consequential, or other damages, losses, costs, charges, and expenses relating to such default and any debits or set-offs made by Buyer's customer as a result of such default; and/or

(g) recover attorney's fees and costs of enforcement of the foregoing remedies, plus interest on all of the foregoing at the highest rate permitted by applicable law. Buyer shall have the right to set off any costs, expenses, losses, and damages against any and all sums owing to Seller.

## 12. **Indemnification**

Seller agrees to defend, indemnify, and hold harmless Buyer, its customers, and any other third party to which Goods are provided ("Indemnified Parties) from and against any and all losses, damages (including consequential, incidental, and special damages), claims, demands, expenses, liabilities, costs (including reasonable attorney's fees and court costs), injuries to any person (including death), and/or damages to property ("Losses") caused in whole or in part by:

(a) Seller's acts or omissions arising out of the performance of the Order by Seller, its employees, or agents, including but not limited to, any Losses arising from

(1) breach of contract or improper performance by Seller;

(2) defective design, material, or workmanship in the Goods furnished hereunder;

(3) breach of warranty;

(4) recalls and service actions; and/or

(5) breach of laws, orders, regulations, or standards; and/or

(b) any actual or alleged infringement of patents, copyrights, trademarks, trade names, trade secrets, and/or other intellectual property rights arising out of or resulting from the sale and/or use of any Goods hereunder, provided that Buyer notifies Seller of any such claim, suit, or action known to Buyer, and Buyer agrees to provide Seller with reasonable assistance regarding such claim, suit, or action at Seller's expense.



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If use of any Goods found to be infringing hereunder is enjoined, Seller shall, at Buyer's discretion and Seller's expense, either:

- (a) procure for Buyer the right to continue using the allegedly infringing Goods;
- (b) modify or replace it with non-infringing Goods suitable to Buyer's form, fit, and function standards, safety standards, and customer requirements; or
- (c) accept the return of the Goods for a full refund.

Seller shall not be liable for indemnification under this section to the extent the alleged infringement is the result of Specifications provided by Buyer; provided, however, that such Specifications could not have been implemented by Seller in any non-infringing manner.

**13. Insurance**

In addition to all other insurance coverage required by applicable law or as requested by Buyer, Seller shall provide workers' compensation, automobile insurance, and comprehensive general liability insurance, including coverage for contractual liability, products liability, and completed operations, in amounts and with coverages acceptable to Buyer. Buyer shall also be named as an additional insured on such policies (other than the workers' compensation insurance policy). Upon request by Buyer, Seller shall promptly furnish Buyer with a certificate of insurance acceptable to Buyer showing the amount of coverage, policy number, and date of expiration of the insurance, indicating that Buyer is an additional insured on such policies and requiring that Buyer be given thirty (30) days written notice prior to any modification, lapse, or cancellation of any policy. If Seller is self-insured for workers' compensation coverage, Seller shall, if requested by Buyer, provide the applicable certificate establishing such status to Buyer. Seller, on behalf of itself and its insurers, hereby waives any right of subrogation against Buyer for any liability, costs, or expenses imposed on Seller or its insurers. The limitations of Seller's insurance will not limit or release Seller from Seller's obligations or liabilities under the Order. Seller shall be liable for payment of all deductibles and self-retentions.

**14. Confidential Information**

Any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller in connection with the Goods or the Order shall be deemed confidential and proprietary information of Buyer and shall not be disclosed by Seller or used for the benefit of Seller or any third party without the prior written consent of an officer of Buyer. Buyer retains ownership of all proprietary rights in any information disclosed to Seller in connection with the Goods or the Order. Upon Buyer's request such data, designs, drawings, specifications, know-how, or other information and all copies thereof shall be promptly returned to Buyer, except electronic archival back-up copies which are not accessible in the ordinary course of business, and which copies shall continue to be subject to the non-use and non-disclosure provisions. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods or the Order shall not, unless otherwise specifically agreed upon in writing by an officer of Buyer, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restriction. Seller shall not engage in the sale or manufacture of any Goods to any other third party (including the customers of Buyer) to the extent the Goods, the manufacturing process, or customer relationship is based upon information transmitted by Buyer pursuant to the terms of this section 14 (Confidential Information).

**15. Continuing Availability of Maintenance, Replacement, and Repair Parts**

Seller shall notify Buyer in writing at least one hundred eighty (180) days prior to the date on which Seller intends to discontinue supplying Goods or no longer make such Goods available that are covered by an Order. Seller agrees to offer for sale to Buyer, at the then-existing Order price, the opportunity for a lifetime buy of such Goods. In the event Seller fails to supply the foregoing or Seller is unable to obtain another source of supply for Buyer, then in addition to whatever other rights and remedies Buyer may have at law or in equity, Buyer may require Seller, without obligation or charge to Buyer, to provide Buyer with the technical information or any other rights required so that Buyer can attempt to have manufactured or obtain such parts from other sources.

**16. Termination**

Buyer may terminate the Order in whole or in part by written notice to Seller. In the event the Order is terminated as a result of Seller's default, then Buyer, in addition to any other remedies available to it under law or in equity, shall be entitled to the remedies outlined in section 11 (Default and Remedies). If the Order is terminated for the convenience of Buyer, Seller shall be compensated proportionately to the extent that Goods have been delivered to and accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the Goods ordered.

**17. Limitation of Liability**

In no event shall Buyer be liable for interest, loss of anticipated profits, penalties, incidental, consequential, special, punitive, or exemplary damages in connection with the Order.

**18. Audit**

Buyer or its representatives will have the right to examine and copy Seller's applicable records for the purpose of determining compliance with the quality standards, process requirements and other commercial provisions of the Order, or in connection with a claim for reimbursement by Seller. Buyer will provide reasonable notice in writing regarding the scope of the audit request. Seller may exclude specific areas from audit that it reasonably considers confidential which are not strictly required under the scope of the audit.



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**19. No Waiver**

No delay or failure by either party to exercise or enforce at any time any right or provision in the Order shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of the Order. To be valid, waivers shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

**20. Compliance with Laws**

Seller and all Goods supplied by Seller shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, permits, and standards (including industry standards) of the countries of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the Goods, including, but not limited to, those relating to antitrust, data protection, environmental matters, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, all laws relating to bribery, fraud, kickbacks or anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, the Canada Corruption of Foreign Public Officials Act, the UK Bribery Act of 2010, and the European Union General Data Protection Regulation. Upon Buyer's request, Seller shall certify in writing its compliance with the foregoing.

Seller warrants that material and associated documentation is controlled to prevent the supply of counterfeit, suspected counterfeit, and unapproved product. Seller shall provide written notification to the Buyer upon becoming aware of or suspects that counterfeit or unapproved material has been supplied.

**21. Export Controls**

If referenced, the Goods being purchased under the Order are subject to the Export Control Laws of the US Government and they are controlled by the International Traffic in Arms Regulations (ITAR). Seller will comply with all applicable export and re-export control laws and regulations, including but not limited to, the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, ITAR maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control (OFAC) or the Department of State's Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union or any other government. Seller agrees to indemnify Buyer for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses, and liabilities (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Seller's breach of any of the export control or economic sanctions provisions within this section 21 (Export Controls).

**22. Forced Labor**

Seller warrants that in relation to the supply of Goods under the terms of the Order:

- (a) it does not employ, engage, or otherwise use any child labor;
- (b) it does not use forced labor in any form (prison, indentured, bonded, or otherwise) and its employees are not required to lodge papers or deposits upon starting work;
- (c) it complies with the laws on working hours and employment rights in the country or countries in which it operates;
- (d) it agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of Goods that are used by it when performing its obligations under the Order; and
- (e) it certifies that materials incorporated into its Goods comply with the laws regarding slavery and human trafficking of the country or countries in which it is doing business.

Seller shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In addition to any other inspection and audit rights provided to Buyer herein, Buyer reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Seller's premises to monitor compliance by Seller of the warranties set out above and Seller shall, subject to compliance with law, furnish Buyer with any relevant documents requested by Buyer in relation thereto.

**23. Compliance**

Seller warrants and represents to Buyer, its successors, assignees, customers, and end users that the Goods comply with all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the material/product, including but not limited to:

**(a) Conflict Mineral Policy**

**Section 1502 of the Dodd-Frank Wall Street Reform & Consumer Protection Act of 2010**

Seller warrants that Goods supplied do not contain any conflict mineral sourced from the Democratic Republic of Congo (DRC) and surrounding countries (Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia). Additional information can be found at <https://www.sec.gov/>.

**(b) US California Proposition 65**

**Legal Reference Safe Drinking Water & Toxic Enforcement Act of 1986**

Seller warrants that Goods supplied containing any chemicals or substances listed in Proposition 65 at or above levels of concern are to be identified, properly marked, and/or labeled as required per the law. Additional information can be found at <https://www.p65warnings.ca.gov/> and <https://oehha.ca.gov/proposition-65/>.



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**(c) REACH**

**Registration, Evaluation, Authorization, & Restriction of Chemicals – Regulation (EC) No. 1907/2006**

Seller warrants that Goods supplied do not contain any of the “substances of Very High Concern (SVHC)” covered by this requirement. Additional information can be found at <https://commission.europa.eu/>.

**(d) RoHS**

**European Restriction of Hazardous Substances (Directives 2002/95/EC, 2011/65/EU, 2015/863)**

Seller warrants that Goods supplied do not contain any substances with maximum concentration values above their respective allowable limit covered by this requirement. Additional information can be found at <https://commission.europa.eu/>.

**(e) TSCA**

**US Environmental Protection Agency Toxic Substances Control Act (US EPA TSCA) Section 6(h)**

Seller warrants that Goods supplied do not contain any of the substances covered by this requirement. Additional information can be found at <https://www.epa.gov/>.

**24. Chemical Substances Identification**

By acceptance of the Order, Seller certifies that any chemical substance(s) furnished pursuant to the Order have been properly labeled, and that proper information regarding the substance(s), e.g., material safety data sheets (MSDS), have been provided to Buyer in accordance with any and all federal, state, or local legislation.

**25. Applicable Law and Venue**

Where Buyer is located in North America, all Orders shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, USA, excluding its conflict of law provisions. The jurisdiction for any claims shall be the State or Federal courts venued in Winston-Salem, North Carolina.

Where Buyer is located outside North America, all Orders shall be governed by and construed and enforced in accordance with the laws of the country where Buyer is located, with any dispute, controversy, or claim arising out of or in connection with the Order, these Terms and Conditions of Purchase shall be settled by arbitration in accordance with the Arbitration Rules of the Chamber of Commerce in the jurisdiction where Buyer is located. The arbitral tribunal shall be composed of three (3) arbitrators. The language to be used in the arbitral proceedings shall be English. Buyer and Seller expressly agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Order and is specifically and wholly excluded. Seller and Buyer hereby waive any and all rights to trial by jury in any claim arising directly or indirectly out of the Order.

**26. Assignment**

No assignment of the Order by Seller shall be binding unless agreed to by Buyer in writing.

**27. Entire Agreement**

The Order constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings of the parties. These Terms and Conditions of Purchase may not be changed or amended except by a writing executed by both parties hereto.