

**Turbine Engine Components Technologies Corporation**  
**Turbine Engine Components Technologies - Utica Corporation**  
**Terms and Conditions of Sale**

(Rev. 01/2018)

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** By ordering Goods from Seller or accepting Goods covered by a quotation from Seller, Buyer agrees to and accepts these Terms and Conditions of Sale as binding and as the only terms and conditions applying to the sale of the Goods purchased by Buyer from Seller. For purposes of these Terms and Conditions of Sale, "Goods" means the products and/or services described on an Order (as defined below) and "Seller" means the legal entity as specified in Seller's quotation or acknowledgment, which legal entity is either Turbine Engine Components Technologies Corporation or Turbine Engine Components Technologies – Utica Corporation. **ANY QUOTATION ACCEPTED BY BUYER OR ANY ACCEPTANCE BY SELLER OF AN ORDER FROM BUYER (EACH, AN "ORDER") IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS OF SALE AND THE TERMS OF THE QUOTATION BY SELLER OR BUYER'S PURCHASE ORDER (EXCLUDING ANY PREPRINTED TERMS THEREON), AS THE CASE MAY BE. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OF SALE, INCLUDING ANY TERMS PRINTED ON THE REVERSE SIDE OF BUYER'S PURCHASE ORDER ARE HEREBY REJECTED AND SHALL NOT BE BINDING ON SELLER OR FORM PART OF THE ORDER.** Under no circumstances will any conflicting or additional terms on any purchase orders, specifications, drawings or additional documents prepared or provided by Buyer be binding on Seller without Seller's prior written consent. These Terms and Conditions of Sale may not be modified except in writing by an authorized representative of Seller. No representative of Seller, other than officers of Seller duly authorized in writing, has authority to vary these Terms and Conditions of Sale or to bind Seller to a contract for the supply of the Goods described in a quotation or purchase order that varies in any way from the express written terms of these Terms and Conditions of Sale.
2. **NOT FOR GOVERNMENT PURPOSE.** All Goods delivered by Seller are commercial goods. Goods delivered under an Order shall not be used for any government purpose unless Buyer provides Seller with advance written notice thereof and any unique requirements, such as FAA or U. S. Government specifications applicable to the Goods to be delivered. No such requirements shall apply to any Order except as provided by a separate written instrument duly executed by both parties.
3. **DELIVERY.** Delivery will be in accordance with the requested schedule wherever reasonably practicable. Seller reserves the right to deliver in advance of scheduled delivery whenever possible.
4. **ORDERS; CHANGE OR CANCELLATION.** Buyer may not cancel or modify any Order without the written consent of Seller.
5. **PACKAGING AND MARKING.** When not specified by Buyer, Seller's prices include packaging and marking in accordance with Seller's standard practice. Special packaging and marking requested by Buyer and accepted by Seller shall be billed as an additional charge.
6. **METHOD OF SHIPMENT.** The method of shipment shall be at the discretion of Seller and invoiced accordingly. Prices do not include shipping unless otherwise stated in the Order.
7. **SHIPPING POINT AND TITLE TRANSFER.** Delivery shall be EX WORKS Seller's Plant (Incoterms 2000) with title (if applicable) and risk of loss passing to Buyer on delivery to the carrier at Seller's facility. Any shipment from Buyer to Seller shall be CIP Seller's Plant (Incoterms 2000) with Buyer being deemed the "Seller" for purposes of the CIP definition and shall be prepaid by Buyer with no reimbursement by Seller.
8. **FINAL INSPECTION AND ACCEPTANCE.** Final inspection and acceptance by the Buyer shall be at Seller's plant. Any such inspection shall be subject to Seller's policies regarding visitors, security and confidentiality. In the event that Buyer does not inspect at Seller's plant, Seller shall, at Buyer's request, provide Buyer with "Certificate(s) of Conformance" and final inspection and acceptance shall be deemed to occur upon delivery. Notwithstanding final inspection and acceptance either by Buyer's inspector or by virtue of Seller's Certificate of Conformance, Seller shall investigate and, if necessary, correct any latent defects that are discovered and agreed by the parties to be due to Seller's fault or negligence, subject to the limitations of liability stated in Paragraphs 15 and 16 hereof.
9. **QUALITY ASSURANCE.** Standard commercial practice shall apply. However, if unique requirements, such as FAA or U. S. Government specifications are required by the Buyer, mutual agreement shall be reached and specified in the Order.
10. **PRICES.** Prices are:
  - A. Subject to change without notice prior to Seller's acceptance of Buyer's order.
  - B. Subject to change after acceptance of an Order in the event of any changes in Buyer's requirements under the Order, including, but not limited to, changes in Buyer's statement of work, configuration, quality criteria, delivery date or production requirements, the quantities or items ordered, or the destination to which quoted.
  - C. Subject to change after acceptance of an Order if Buyer does not permit delivery in accordance with quoted lead-time.
  - D. Subject to an increase after acceptance of an Order for any tax Seller may be required to collect or pay upon the production or sale of Goods or associated specific use tooling covered hereby.
  - E. Subject to such changes as Seller may require because of financial or credit conditions.
  - F. Subject to change after acceptance of an Order if Seller's costs for raw material, energy, wages, or other input costs increase after acceptance and before complete performance of an Order.
  - G. Subject to change to reflect Seller's then current prices at the time of shipment if the date of shipment is more than twelve (12) months after the date on which Seller receives Buyer's purchase order.
11. **TAXES.** Prices are exclusive of sales, use, occupational, value-added and other taxes and duties levied at any time by any Federal, state, municipal or other governmental authority including but not limited to the U.S., all of which will be invoices in addition to the price and will be payable by the Buyer.
12. **PAYMENTS, Title, and Security Interests.** For domestic sales, payments for orders placed with Seller shall be made in US Dollars and remitted by the Buyer within 30 days after invoice date to the following address:

JP Morgan Chase Bank, N.A.  
TECT Power Lockbox  
29419 Network Place  
Chicago, IL 60673-1294

For International sales and whenever specified in the price quote, payment for orders placed with Seller shall be made in US Dollars and shall be in the form of an Electronic Funds Transfer of immediately available funds to the account listed below:

**ELECTRONIC FUNDS TRANSFER:**

JP Morgan Chase Bank, N.A.  
Bank ABA#: 021000021  
Name of Account: Turbine Engine Components Technologies  
Account #: 159390209  
Swift Code: CHASUS33

A. All payments shall be without deductions for back charges, other accounts between Seller and Buyer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims for omissions or shortages in shipment, but no such claim will be allowed unless made in writing within 96 hours after receipt of the applicable shipment by Buyer.

B. Buyer may charge interest on any balance due beyond 30 days at the rate of one and one-half (1-1/2%) percent per month. Any discounts for early payment that may be offered by Seller are valid only if payment is received by Seller within the specified time for early payment.

C. Notwithstanding Paragraph 7 hereof, title shall not pass to Buyer and Seller shall have a security interest in all Goods until Seller receives payment in full. At the request of Seller, Buyer shall sign all financing statements and other documents required to protect Seller's security interest.

D. All tooling used to fulfill Buyer's order will be owned by Seller unless the cost of the tooling is stated and invoiced as a separate line item to Buyer (and paid for by Buyer). Absent written agreement otherwise, perishable tooling will be owned by Seller unless Buyer is billed and pays separately for the perishable tooling. If Buyer pays for the initial manufacture of perishable tooling, Seller will own any replacement tooling unless Buyer is invoiced as a separate line item and pays for the replacement tooling. Title and risk of loss to any tooling shall pass to Buyer upon payment in full, even if the tooling remains in Seller's possession. Perishable tooling will not be provided to Buyer regardless of ownership.

13. **DEFAULT.** In addition to any other rights either party may have by law or in equity with regard to material breach under any Order, which includes Buyer for any reason being in arrears by more than thirty (30) days of any payment to Seller, Seller may at its option take either one or all of the following action(s): (i) terminate, or suspend performance of, any affected Order by giving to Buyer a written notice of its intention to do so whereupon Seller shall be relieved of any further obligations to Buyer; (ii) assess finance charges for all past due payments, up to the lesser of 18% per annum or the maximum amount allowed by applicable law, accrued on a daily basis, whereupon such finance charges shall become immediately due and payable by Buyer in addition to any past due payments; (iii) assess charges for all costs of collection including but not limited to attorneys' fees incurred in connection therewith; and/or (iv) impose revised payment terms, including but not limited to Cash on Delivery (C.O.D.), Cash in Advance (C.I.A.), collectively against all existing or future Orders which Buyer may have with Seller whereupon Seller shall be relieved from continuing performance until such revised payment terms have been acknowledged in writing or in practice by Buyer. In addition, in the event of a termination, or suspension of performance beyond ninety (90) days, Buyer shall reimburse Seller for its termination/suspension costs and expenses including any unrecovered amortization of tooling or deferred learning, plus a reasonable allowance for profit and Buyer shall pay damages for unabsorbed overhead and unrealized profit for products terminated and not produced.

14. **PATENTS, INVENTIONS, PROPRIETARY DATA.** Buyer does not and shall not, by its Order, acquire any ownership of any rights in or any license under Seller's patents, inventions or other proprietary data regardless of when such patents, inventions or other proprietary data may be or have been issued, conceived, generated or produced. All rights in, to and under Seller's patents, inventions or other proprietary data are reserved by and to Seller, and the same shall not be reproduced, used, practiced, or disclosed by Buyer for any purpose whatsoever without Seller's written permission.

15. **WARRANTY.**

A. For a period of twelve (12) months from the date of delivery, Seller warrants that all Goods when delivered under an Order will conform substantially to all applicable specifications and drawings and will be free from liens or encumbrances on title that prevent use or resale of the Goods. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ALL SERVICES AND GOODS PROVIDED BY SELLER UNDER THIS AGREEMENT ARE PROVIDED AS-IS, WHERE-IS AND WITHOUT WARRANTY OF ANY KIND. THE WARRANTIES IN THIS PARAGRAPH ARE SOLE AND EXCLUSIVE WITH RESPECT TO THE CONDITION OF THE SERVICES AND GOODS, ARE LIMITED TO THOSE PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY OTHER SUCH WARRANTIES, EXPRESS OR IMPLIED. Seller makes no warranty with respect to material or specifications furnished to Seller by Buyer. Seller shall not be deemed in breach of this warranty, and Buyer shall be responsible, for any defect in material or specifications furnished to Seller by Buyer or Buyer's suppliers, contractors, representatives or designees; for any defect in design, labeling, or manufacturing or material specifications furnished to Seller by Buyer or Buyer's suppliers, contractors, representatives or designees or for any designs, specifications, materials or services furnished by providers designated by Buyer. Seller shall not be deemed in breach of this warranty and shall not be liable under the Order with respect to any item: a) from which the manufacturer's identifying marks have been intentionally removed or defaced, b) that has been maintained or installed in equipment negligently or other than in strict conformance with applicable manuals or instructions, c) that has been installed in equipment subjected to misuse or performance contrary to the manufacturer's operating instructions, d) that has been damaged by ambient environmental conditions, overload conditions or any condition for which the good was not designed, e) that has been shipped or otherwise transported improperly, or f) that has been altered, repaired or overhauled by anyone other than by Seller or that are covered by other manufacturers' warranties. THE WARRANTIES IN THIS PARAGRAPH ARE SOLE AND EXCLUSIVE IN RESPECT TO THE ORDER AND CONDITION OF THE GOODS; ARE LIMITED TO THOSE PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT OR WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

B. Buyer must notify Seller in writing of any alleged breach of warranty within a period of 12 months after delivery of the Goods alleged to be defective. Any breach of warranty claim not made within such period will not be honored and will be of no force and effect. Seller shall have no obligation under the Order or these Terms and Conditions of Sale and no liability to Buyer with respect to any claims after such period.

C. Oral or written statements of Seller regarding the subject matter of any quotation or purchase order, other than those of officers of Seller duly authorized in writing, shall not: a) be considered part of any of the terms and conditions of any quotation or of any contract between Buyer and Seller, b) be considered warranties, or c) be relied upon by Buyer, unless expressly contained in a quotation or purchase order which has been accepted by Seller. No representative of Seller, other than officers of Seller duly authorized in writing, has authority to vary these Terms and Conditions of Sale or to bind Seller to a contract for the supply of the goods described in a quotation or purchase order which varies in any way from the express written terms of these Terms and Conditions of Sale.

#### **16. LIMITATION OF LIABILITY.**

A. As its sole and exclusive remedy for breach of warranty, Buyer may return any defective and/or non-conforming Goods for repair or replacement, at Seller's discretion, within a reasonable period after the earlier of first use or operation (not more than ninety (90) days) or after delivery (not more than one (1) year). Seller will bear transportation charges and risk of loss if Goods are returned in accordance with Seller's written instructions and Seller determines that such Goods are defective or non-conforming. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from a quotation issued by Seller or from the performance or breach by Seller of any accepted Order, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation inspection, repair, operation or use of any equipment covered by or furnished under any Order, including Orders resulting from quotations issued by Seller, shall in no case, exceed the purchase price allocable to the Goods affected by such breach and shall terminate the earlier of ninety (90) days after first use or operation or one (1) year after shipment of the goods by Seller. **In no event shall Seller be liable for special, consequential or incidental damages, including without limitation, loss of profit or revenue, loss of use of the Goods or any associated equipment, facilities or services, cost of capital, downtime costs, personal injury or claims of customers of Buyer for such damages, even if Buyer has advised Seller of the possibility thereof.**

B. Any claim for breach of Seller's warranty must be addressed to Seller in writing and must set forth the alleged defect in sufficient detail to permit its easy identification by Seller. All breach of warranty claims must be made within one year and one month of delivery of the goods by Seller. Any such claim not made within such period will not be honored by Seller and will be of no force and effect.

**NOTWITHSTANDING ANY ORDER OR PROVISION OF BUYER'S TERMS AND CONDITIONS WITH RESPECT TO CUMULATIVE RIGHTS AND REMEDIES, TO WHICH SELLER HEREBY SPECIFICALLY OBJECTS, THE RIGHTS AND REMEDIES OF BUYER WITH RESPECT TO ANY ORDER SHALL BE DETERMINED EXCLUSIVELY UNDER SECTIONS 13, 14 AND 15 OF THESE TERMS AND CONDITIONS OF SALE. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY MATERIALS, SERVICES OR ANY OTHER ITEMS PROVIDED UNDER ANY ORDER, INCLUDING BUT NOT LIMITED TO:**

- ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ITS AGENTS;

**SELLER WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ITS AGENTS) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY MATERIALS, SERVICES OR ANY OTHER ITEMS PROVIDED UNDER ANY ORDER.**

17. **BUYER-FURNISHED MATERIAL OR PROPERTY.** To the extent Seller is required to perform work on property furnished or selected by Buyer or Buyer's designee, Seller shall be responsible only for the value added. In addition, Seller shall not be responsible for any damage or wear and tear to such property unless directly caused by Seller's sole negligence or intentional misconduct. Seller shall have no liability for replacement of material furnished or selected by Buyer or Buyer's designee and Buyer shall provide all such material at a substantially steady rate without causing breaks in production and in sufficient quantity to cover all scrap.

18. **ACCIDENT NOTIFICATION.** Buyer agrees to provide Seller with prompt notification of any accident or event related to any accident which may involve Goods delivered under the Order and to allow Seller to participate in any investigations, hearings or related activities to the extent such Goods are involved.

19. **EXPORT LICENSING.** Products manufactured by Seller, as well as technical data related thereto, may be subject to export licensing controls under the U.S. Export Administration Regulations and/or the U.S. International Traffic in Arms Regulations, which require licensing for and/or prohibit export or diversion of the Seller's products to certain countries. Buyer is responsible for obtaining all such export approvals and notify Seller what, if any, export licensing controls are applicable. Buyer will not assist or participate in any export of Goods or related technical data provided to Buyer by Seller without first obtaining the required export license and will not knowingly assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. If Seller agrees to obtain any export approvals, Buyer shall assist Seller, as necessary, in obtaining such approvals. Buyer shall indemnify and hold Seller harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of Buyer to comply with applicable export laws and regulations.

20. **FORCE MAJEURE:** Seller shall not be in default by reason of any delay or failure in performance of the Order, in accordance with its terms, if such delay or failure arises out of causes beyond the reasonable control or without the fault or negligence of Seller including, but not limited to, acts of God, acts of Government, fires, floods, epidemics, quarantine, restrictions, strikes, unavailability of energy or raw material, subcontractor performance, lockout, freight embargoes, unusually severe weather, and inability to obtain any required export license or other governmental approval. The time for delivery shall be extended accordingly for any of buyer's Orders affected by Force Majeure.

#### **21. INDEMNIFICATION**

A. Seller shall indemnify, protect, defend and hold Buyer harmless against any claims, actions, damages, liabilities, costs and expenditures, including attorneys' fees and costs, incurred by Buyer (collectively, "Losses") in connection with any third party claim, suit, action, or threat thereof (collectively, "Claims")

alleging that (i) the processes used by Seller to manufacture the Goods directly infringe, misappropriate or otherwise violate any intellectual property right of a third party or (ii) Seller has materially breached any of its obligations or warranties in connection with an Order.

B. Except as set forth in Paragraph 19.A., Buyer will indemnify, protect, defend and hold Seller harmless against any Losses incurred by Seller in connection with any Claim alleging that (i) Seller's manufacture or sale of any Goods infringes, misappropriates or otherwise violates any intellectual property right of a third party, (ii) property damage, or personal injury in connection with a defect in design or material furnished by Buyer or its designee or Goods sold to Buyer or (iii) that Buyer has materially breached any of its obligations or warranties in connection with an Order.

C. The indemnified party will inform the indemnifying party of any Claims promptly after receiving knowledge of the same. The indemnifying party will control the defense thereof, at its expense. The indemnified party will cooperate with the indemnifying party as reasonably required for the defense thereof. The indemnified party will also have the right to select its own counsel to participate in any such defense at its own expense.

20. **GOVERNING LAW.** This Order shall be governed and construed in accordance with the laws of the state in which Seller's plant is located, without reference to any applicable conflicts of law rules, and shall be subject to all applicable U.S. laws and regulations, including but not limited to laws and regulations relating to exports, and all administrative acts of the U.S. government pursuant to such laws and regulations.

**ALL ORDERS SHALL BE SUBJECT TO ALL APPLICABLE U.S. LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO LAWS AND REGULATIONS RELATING TO EXPORTS, AND ALL ADMINISTRATIVE ACTS OF THE U.S. GOVERNMENT PURSUANT TO SUCH LAWS AND REGULATIONS.**

#### 21. **INTERPRETATION.**

A. The Order and any documents or data furnished in accordance with the Order, unless otherwise specified in the Order, shall be written in the English language and shall use the practices, standards and conventions in general use in the USA.

B. Unless otherwise specified, when a period of time is stated in terms of a number of days, it shall mean calendar days, including Saturday, Sunday and holidays, in accordance with the Gregorian calendar.

#### 22. **DISPUTES.**

A. In the event of any dispute over the terms of this Order, the parties will make an effort to resolve the matter before commencing any legal proceedings and to resolve such dispute or issue exclusively by the process identified in this Paragraph 22. This Paragraph will remain effective in the event that a petition in bankruptcy is filed by or against a party, or if a party makes an assignment for the benefit of creditors, or if any other insolvency proceeding is commenced against a party.

B. As a condition precedent to the institution of legal proceedings, except in any case in which injunctive relief is necessary to avoid irreparable harm, any dispute which cannot be settled promptly by the parties shall, upon written notice, be referred to a senior management representative with authority to settle the matter from each of the parties, who will confer to attempt to resolve the matter. The party sending the first written notice (the "Initial Notice") shall (1) set forth in detail all of its claims or issues in dispute and (2) designate its representative. The other party shall have fifteen (15) business days to send a responsive notice (the "Responsive Notice") designating its senior management representative and adding any other issues or claims for resolution not identified in the Initial Notice. The designated senior management representatives of the parties shall meet in an attempt to resolve the dispute within sixty (60) days after the date of the Initial Notice. In preparation for the meeting of the designated senior management representatives, either party may, at the time it sends the Initial Notice or the Responsive Notice, have the right to request an opportunity to present a limited adversarial statement not more than two hours in duration of its position to the designated senior management representative of the other party. Such statements shall be made at the place of business of the other party's designated senior management representative or at such other location as the parties may agree. Each party shall be afforded the opportunity to make such statement within forty-five (45) days after the date of the Initial Notice.

C. All offers, promises, conduct, documents, statements, whether oral or written, made or delivered in the course of such resolution efforts shall be confidential settlement negotiations and shall be subject to the provisions of Federal Rule of Evidence 408 and similar state rules and shall be inadmissible and not discoverable for any purpose in subsequent litigation; provided, however, that evidence existing independently of such resolution efforts that would have otherwise been admissible or discoverable shall not be rendered inadmissible or nondiscoverable as the result of its presentation or use during the resolution efforts.

D. If the designated senior management representatives of the parties to whom any dispute has been referred for resolution are unable to resolve such dispute within thirty (30) days after their initial meeting to resolve the dispute or such longer period of time as they may agree, the dispute shall be finally resolved by resort to such legal proceedings as may be available to the parties. The parties agree, however, to consider the use of alternative forms of dispute resolution, including mediation and arbitration.

E. Any actions, suits or legal proceedings of any nature arising out of or relating to this Order shall be initiated and maintained only in the Federal District Court for the District in which Seller's plant is located in Ohio or Kansas, as the case may be, or, if such court does not have jurisdiction, in a state court located in the District in which such plant is located. The court shall have exclusive jurisdiction over the matter and parties submit and subject themselves irrevocably to the personal jurisdiction of such courts in Ohio or Kansas, as the case may be. Buyer and Seller shall not challenge such jurisdiction or venue on any basis and waive their respective rights to do so.

22. **ASSIGNMENT.** This Order may not be transferred or assigned, whether by operation of law or otherwise, by either party without the prior written consent of the other party; provided, however, that Seller may transfer or assign Orders to any entity controlling, controlled by, or under common control with Seller or to any successor to substantially all of the business of Seller. Any assignment in violation of the foregoing shall be void and without effect. For purposes of these Terms and Conditions of Sale, a merger, consolidation, business reorganization, or change of control (i.e., a change in ownership of more than 50 percent of an entity's stock or other ownership interest representing the right to vote) is considered an assignment. Normal subcontracting by Seller shall not constitute assignment within the meaning of this paragraph.

23. **PARTIAL INVALIDITY; WAIVER.** If any provisions of these Terms and Conditions of Sale are or become void or unenforceable, the other provisions shall remain valid and enforceable. Waiver of one provision of these terms and conditions by Seller shall not act as waiver of any other provision herein. Seller's pursuit of any remedy shall not foreclose Seller from pursuing any other remedy available under the Order, in equity or at law.

24. **ENTIRE AGREEMENT.** If there is a conflict between these Terms and Conditions of Sale and any of the documents that form an Order, then the provision that controls and governs shall be determined by the following order of precedence, descending from highest to lowest authority:

1. these Terms and Conditions of Sale;
2. Seller's quotation; and
3. Buyer's purchase order.

Notwithstanding the foregoing, Buyer shall continue to be, and shall observe, any and all confidentiality agreements entered into with the Seller.

**The Order, including its attachments, constitutes the entire understanding and agreement between the parties and supersedes any prior oral or written agreements with respect to the subject matter hereof and is for the sole benefit of Buyer and Seller. The Order may not be modified except by a written instrument duly executed by authorized representatives from both parties.**

