



**PURCHASE ORDER TERMS AND CONDITIONS
TERMS OF SALE**

1. OFFER AND ACCEPTANCE AND TERMS OF ORDER

- a. Each purchase order, together with these Terms and Conditions and any documents specifically referenced herein (collectively, "Purchase Order") is an offer by Dayton Bag & Burlap ("Buyer") to the party to whom such Purchase Order is addressed and such party's applicable affiliates and subsidiaries ("Seller") to purchase the goods and/or services (collectively, "Supplies") described therein, and it shall be the complete and exclusive statement of such offer and agreement. A Purchase Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Purchase Order.
- b. A contract is formed on the date that Seller accepts the offer of Buyer. Each Purchase Order shall be deemed accepted upon the terms and conditions of such Purchase Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, each Purchase Order shall be deemed accepted five business days after Buyer delivers the Purchase Order to Seller, if Seller fails to object to the Purchase Order.
- c. No purported acceptance of any purchase order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer. Such other terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless such other terms or conditions are accepted in a signed writing by an authorized representative of Buyer's purchasing department (a "Signed Writing"), notwithstanding Buyer's acceptance of or payment for any shipment of goods or similar act of Buyer. In the event of any conflict between the face of the Order and these Purchase Order Terms and Conditions, the face of the Order shall govern.

2. PRICE, QUANTITY, AND TIME PERIOD OF ORDER

- a. Prices charged for Supplies listed on the Purchase Order are not subject to increase, including specifically any increase based upon changes in currency fluctuations, raw material or component pricing, labor or overhead, unless specifically agreed to by Buyer on the face of a Purchase Order amendment or in a Signed Writing.
- b. Seller represents that the price charged to Buyer for Supplies is at least as low as the price charged by Seller to Buyers of a class similar to Buyer under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller agrees that any price reduction implemented by Seller for any Supplies or related charges will apply to all shipments of such Supplies under the Purchase Order or any Purchase Order amendment from and after Seller's implementation of the price reduction. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Supplies on the same terms and conditions as was offered to the other customer. If the reason Seller is offering a lower price to another customer for the same or similar goods is due to a change (see

Section 10(b) for “change”) in the goods being offered, the Seller will notify the Buyer of the change before providing the changed supply.

- c. Subject to Buyer’s Termination Rights as stated herein, the quantity applicable to each Purchase Order, and the duration applicable to each Purchase Order, are specified on the face of the Purchase Order. The quantity specified may be for up to one hundred percent (100%) of Buyer’s requirements for the Supplies. Notwithstanding the foregoing, if an expiration date or time period is specified in this Order, this Order is binding until such expiration date or end of such time period, subject to Buyer’s Termination Rights.
- d. From time to time and in connection with quotations, requisitions, and Purchase Orders, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Supplies and/or the term of a program (“Projections”). Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the projections. Seller expressly accepts this risk and possible reward.

3. QUALITY

- a. Seller is responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, and ongoing supervision to assure all Supplies provided to Buyer conform to all specifications, standards, drawings, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Purchase Order. Seller warrants that it accepts the associated risk and has the ability and plant capacity adequate to meet Buyer’s needs.
- b. Seller is obligated to provide all reasonable support requested by Buyer to address immediately and correct concerns regarding the quality of Supplies provided. Buyer may inspect the Seller’s facilities to ensure quality and capacity.
- c. If any Supplies are defective in material or workmanship or otherwise not in conformity with the requirements of any Purchase Order, Buyer shall have the right, notwithstanding payment, any prior inspection or test, custom or usage of trade, either to reject them or to require their correction by and/or at the expense of Seller promptly after notice.

4. LABELING, PACKING, SHIPMENT, AND DELIVERY

- a. The Supplies are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with Buyer’s specifications, as specified in the Purchase Order and/or in any written directions and/or instructions as may be provided by Buyer to Seller from time to time. If the Supplies are not shipped in accordance with Buyer’s specifications, Seller shall pay or reimburse Buyer for any excess costs occasioned thereby.
- b. Unless otherwise expressly stated in the Purchase Order, Seller shall not charge Buyer for labeling, packing, boxing or crating.
- c. Deliveries shall be made both in quantities and at times specified on the Purchase Order or on Releases furnished by Buyer. Time and quantity of delivery are of the essence. Buyer shall not be required to make payment for Supplies delivered to Buyer that are in excess of firm quantities and delivery schedules specified in Releases. The Supplies that are in excess or delivered in advance of delivery dates or times may be returned to Seller and all transportation or shipping charges paid by Seller. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of Supplies covered by any Purchase Order. With each delivery, Seller shall be deemed to have made the

representations, warranties and covenants with respect to its financial and operating condition provided herein.

- d. Notwithstanding any agreement concerning payment of freight expenses, except where shipment is by Buyer's vehicle, delivery shall not have occurred and the risk of loss shall not have shifted to Buyer until the Supplies have been delivered to Buyer's facility and have been accepted at that facility.
 - e. Seller shall reimburse Buyer for all expenses, including damage to the Supplies, incurred due to improper packing, marking, loading. The risk of loss or damage in transit shall be upon Seller, except where shipment is by Buyer's vehicle, in which case the risk of loss or damage shall pass to Buyer upon completion of loading.
- 5. TAXES:** Unless prohibited by law, the Seller shall pay all federal, state or local tax, transportation tax, or other tax, including but not limited to customs duties and tariffs, which is required to be imposed upon the Supplies ordered, or by reason of their sale or delivery. All Purchase Order prices shall be deemed to have included all such taxes.
- 6. US C-TPAT (U.S. Customs Service's Customs Trade Partnership Against Terrorism):** For Seller's Supplies to be imported in the United States, Seller shall accept, implement and comply with all applicable recommendations or requirements of the United States Customs Service's Customs Trade Partnership Against Terrorism ("C-TPAT") initiative (http://www.cbp.gov/xp/cgov/import/commercial_enforcement/ctpat/). At Buyer's or the Customs Service's request, Seller shall certify in writing its acceptance, implementation and compliance with the C-TPAT and any accompanying recommendation and guidelines. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's not accepting, implementing or complying with C-TPAT.
- 7. CERTIFICATES OF ORIGIN:** Upon request, Seller shall promptly furnish to Buyer all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Supplies and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold Buyer, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and the Customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in furnishing such certificates or other information to Buyer; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations.
- 8. SET-OFF, RECOUPMENT:** In addition to any right of set-off or recoupment provided by law, all amounts due to Seller and its subsidiaries and affiliates shall be considered net of indebtedness or obligations of Seller and its subsidiaries and affiliates to Buyer and its subsidiaries and affiliates, and Buyer and its subsidiaries and affiliates may set-off against or recoup from any amounts due or to become due from Seller and its subsidiaries and affiliates to Buyer and its subsidiaries and affiliates however and whenever arising. Buyer may do so without notice to Seller or its subsidiaries or affiliates. If any obligations of Seller or its subsidiaries or affiliates to Buyer or its subsidiaries or affiliates are disputed, contingent or unliquidated, Buyer may defer payment of amounts due until such obligations are resolved.
- 9. CHANGES**
- a. Buyer reserves the right to make changes, or to cause the Seller to make changes, to the drawings, specifications, sub-suppliers, sub-contractors, and other provisions of the Purchase Order. If any such change results in an increase or a decrease in the cost of, or the time required for, manufacturing or delivering the Supplies, an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase

Order shall, subject to the agreement of Buyer and Seller, be modified in writing accordingly. No claim under this paragraph 9 shall be asserted by Seller after fourteen (14) days following the notification of the change by Buyer

- b. Seller shall not, without Buyer's prior written authorization, make any changes to specifications, designs, materials or part numbers (or other types of identification), any major changes in processes or procedures, or any changes in the location of the facilities used by Seller for the performance of its obligations under this Order.

10. WARRANTIES REGARDING THE GOODS AND THE SERVICES

- a. Seller expressly warrants that the Supplies, including any components, parts, machinery and equipment, that are obtained at Buyer's expense for the performance of the Purchase Order and/or are or become the property of Buyer shall: (i) conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by Buyer; (ii) comply with all applicable laws, regulations, rules, codes and standards of the jurisdictions in which the Supplies, and the products containing the Supplies, are to be sold; (iii) be merchantable; (iv) be free from any defects in design, to the extent furnished by Seller or any of its subcontractors or suppliers, even if the design has been approved by Buyer; (v) be free from any defects in materials and workmanship; (vi) be fit, sufficient and suitable for the particular purpose for which Buyer intends to use the Supplies, including the specified performance in the component, system, subsystem and vehicle location and the environment in which they are or may reasonably be expected to perform; and (vii) be free of all liens, claims and encumbrances whatsoever. For the purposes of clause (vi) above, Seller acknowledges that Seller knows the particular purpose for which Buyer intends to use the Supplies. Seller further expressly warrants that, unless otherwise expressly stated in this Order, the Supplies are manufactured entirely with new materials and none of the Supplies is, in whole or any part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety. The warranties in this subparagraph 10(a) are referred to in this Purchase Order as the "Seller's Warranties".
- b. The Seller's Warranties are available to, and for the benefit of, Buyer, its subsidiaries and affiliates, their respective successors and assigns, the Customer and users of products containing the Supplies. The warranty period shall be that provided by applicable law, except that if Buyer is obligated to provide a longer warranty period to the Customer pursuant to the Customer Terms, such longer period shall apply. The Seller's Warranties shall be in addition to all other warranties available under applicable law.
- c. Seller shall indemnify and hold Buyer and the Customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other Customer field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with Buyer's administrative time, labor and materials) arising from or as a result of: (i) any breach of the Seller's Warranties; and (ii) any other acts, omissions or negligence of Seller or of any of its subcontractors or suppliers in connection with Seller's performance of its obligations under this Purchase Order. No limitations on Buyer's rights or remedies in any of Seller's documents shall operate to reduce or exclude such indemnification.
- d. Seller acknowledges that Buyer may defend any claim brought by the Customer that the Supplies are in breach of the Seller Warranties or are otherwise defective and do not meet the contractual requirements of this Purchase Order. Seller agrees that Buyer's action to defend such claims is in the interest of both Buyer and Seller and is done to

mitigate damages. Seller waives the right to argue that Buyer's defense of such claims in any way limits Buyer's right to seek indemnity from Seller or assert a claim against Seller that Seller has breached the Seller's Warranties or otherwise failed to meet the legal and contractual requirements of this Order.

11. MATERIALS, EQUIPMENT, TOOLS AND FACILITIES

- a. Unless otherwise expressly stated in the Purchase Order, Seller shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities required to perform the Purchase Order (the "Seller's Property").
- b. All materials, supplies and services to be manufactured, produced or provided in conjunction with the Purchase Order must be in strict accordance with the specifications set forth in the Purchase Order or as otherwise specified by Buyer to Seller.

12. CONFIDENTIALITY AND NON-DISCLOSURE

- a. Seller shall consider and treat all Information (as defined in subparagraph 12(b)) as confidential and shall not disclose any Information to any other person, or use any Information itself for any purpose other than pursuant to and as required by the Purchase Order, without Buyer's prior written consent. Buyer retains all rights with respect to the Information, and Seller shall not acquire, nor attempt to obtain, any patent, trademark, copyright, license or other rights in respect of the Information. Seller shall not allow any Information to be reproduced, communicated or in any way used, in whole or in part, in connection with services or goods furnished to others, without Buyer's prior written consent.
- b. For the purposes of this Order, "Information" means all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, reports, working papers, computations and other information furnished by Buyer and shall include all terms and conditions and any other information relating to the Purchase Order.
- c. Seller shall not advertise or otherwise disclose the fact that Buyer has contracted to purchase the Supplies from Seller, without Buyer's prior written consent.

13. COMPLIANCE WITH LAWS; TOXIC SUBSTANCES; OSHA.

- a. Seller shall comply with all applicable laws, rules, regulations, orders, conventions, or standards enacted by the United States of America that regulate the manufacture, labeling, transportation, licensing, approval or certification of Products or Services, including but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, and each Purchase Order shall be deemed to incorporate by reference all the clauses required by the provisions of said laws, Purchase Orders, rules, regulations and ordinances. Among other things, Seller agrees to comply with the Occupational Safety & Health Act, 29 U.S.C. §§651 et seq. and the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.
- b. All purchased materials used in manufacture of the Supplies shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.
- c. Seller further represents and warrants that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in corrupt business practices, in the supply of the Supplies under this Purchase Order.
- d. Prior to shipment, Seller will furnish applicable Material Safety Data Sheets as well as information on the safe use and hazards associated with use of the Supplies. Seller must be in compliance with ISO14001, TS16949 and ELV or their successors, as amended from time to time.

e. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including, without limitation, attorneys' or other professional fees) arising out of or in connection with Seller's non-compliance with the provisions of this Paragraph 13.

f. At Buyer's request, Seller shall certify in writing its compliance with the foregoing.

14. FEDERAL ACQUISITION REGULATION AND FLOWDOWN: If the Purchase Order is issued in support of a U.S. Government prime contract or subcontract, the flowdown Federal Acquisition Regulation ("FAR") clauses and any applicable agency supplements thereto set forth in the Buyer's attachments to the Purchase Order and those FAR provisions are hereby incorporated by reference.

15. INSURANCE

a. Seller shall maintain insurance in amounts acceptable to Buyer, naming Buyer as an additional insured, and covering general liability, public liability, product liability, product recall, completed operations, contractor's liability, automobile liability insurance, Worker's Compensation, and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer.

16. TERMINATION

a. Termination for Default: In addition to any other rights of Buyer to terminate the Purchase Order, Buyer reserves the right to terminate immediately all or any part of each Purchase Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate the Purchase Order:

- i. if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order including, without limitation, Seller's warranties;
- ii. if Seller fails to perform or deliver Supplies as specified by Buyer;
- iii. if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of Supplies;
- iv. if Buyer terminates for breach any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase Order (whether or not such other Purchase Order is related to the Purchase Order); or
- v. if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support. In the event of a termination for default, Buyer shall be entitled to recover from Seller, among other things, all costs incurred by Buyer in purchasing substitute Supplies from an alternative supplier.

b. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Supplies to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

c. Termination for Change in Control: In addition to its other remedies, Buyer may, at its option, terminate this Purchase Order without any liability to Seller, for a change of control of Seller. A change of control of Seller includes: (a) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of Supplies, or the entrance into an agreement by Seller regarding the same; (b) the sale or exchange of more than 20% of Seller's stock or other ownership interest (or of such other amount as

would result in a change of control of Seller), or the entrance into an agreement regarding the same; (c) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller). Seller shall notify Buyer promptly in writing in the event of the earlier of (i) the entrance into an agreement, or (ii) the occurrence of an event, described above in this paragraph. In the event of a termination pursuant to this paragraph, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.

- d. Termination for Bankruptcy/Insolvency: Either party may terminate the Purchase Order, without liability to the other party:
- i. in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party;
 - ii. in the event that the other party makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or
 - iii. if a receiver is appointed in respect of the other party or all or part of its property (collectively, an "Insolvency Event"). In the event of such termination, the other party shall be liable for all costs, damages and expenses suffered by the party that terminates this Order.

In the event that Buyer does not terminate this Order upon the occurrence of an event in subparagraph 16(c) in respect of Seller, Buyer may make such equitable adjustments in the price and/or delivery requirements under the Purchase Order as Buyer deems appropriate to address the change in Seller's circumstances, including Seller's on-going liability to perform its obligations regarding warranty, defective Supplies or other requirements under this Purchase Order.

- e. Termination for Convenience: In addition to any other right of Buyer to terminate each Purchase Order, Buyer may at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller. Buyer shall pay to Seller the following amounts without duplication:
- i. the Purchase Order price for all finished and completed Supplies that conform to the requirements of the Purchase Order and not previously paid for;
 - ii. Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components transferred to Buyer in accordance with the terms of this Purchase Order; and
 - iii. Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Buyer on the face of a Purchase Order or Purchase Order amendment or in a Signed Writing in the absence of termination.

Within thirty (30) days after the effective date of termination under this subparagraph (d), Seller shall furnish to Buyer its termination claim, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in the Purchase Order. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

17. RIGHT TO AUDIT

- a. Seller grants to Buyer and to Buyer's authorized agents and representatives access Buyer and its customers shall have the right at any reasonable time to examine all relevant documents, records, materials, equipment, tooling and Supplies in the possession or under the control of Seller relating to any of Seller's obligations under this Purchase Order or any other Purchase Order. Seller agrees to reasonably cooperate in any such audit request by the Buyer.

- 18. SUBCONTRACTS:** Seller will ensure that the terms of its contracts with its sub-suppliers and sub-contractors provide Buyer and the Customer with all of the rights specified in this Order.
- 19. ASSIGNMENT:** This Purchase Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall effect a cancellation of this Purchase Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Purchase Order. Assignment shall not relieve Seller from its obligations of confidentiality under Paragraph 12 hereof. Buyer shall have the right to assign any benefit or obligation under this Purchase Order to any third party upon notice to Seller.
- 20. RIGHT OF BUYER TO PERFORM:** If Seller fails to perform any of its obligations under this Order, Buyer and its agents may, without limiting or affecting its other rights and remedies available hereunder or at law, but shall not be obligated to, perform such obligations without waiving or releasing Seller from such obligations. Where applicable, Buyer and its agents shall be entitled to enter upon Seller's premises to perform, or to remove all materials necessary to perform, such obligations. All costs, damages and expenses incurred directly or indirectly by Buyer in connection with the foregoing, including legal and other professional fees and Buyer's administrative time, labor and materials, shall be paid by Seller to Buyer on demand or, at Buyer's sole option, may be set off against and deducted from any amounts then owing by Buyer to Seller.
- 21. LIMITATIONS ON BUYER'S LIABILITY.** In no event shall Buyer be liable to Seller for anticipated profits or for special, incidental or consequential damages.
- 22. WAIVER:** Either party's failure to insist on the performance by the other party of any Term or failure to exercise any right or remedy reserved in the Purchase Order, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.
- 23. MODIFICATIONS:** No modification of this Order, including any waiver of or addition to any of the Terms, shall be binding upon Buyer, unless made in writing and signed by Buyer's authorized representative.
- 24. RELATIONSHIP OF THE PARTIES:** Seller and Buyer are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Purchase Order grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under this Purchase Order shall be considered as employees of Buyer.
- 25. SEVERABILITY:** If any provision of this Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Purchase Order shall remain in full force and effect.
- 26. NOTICES**
- a. Except as otherwise expressly stated in this Purchase Order, any notice given or other communication sent under this Purchase Order shall be in writing and shall be properly delivered to its addressee by hand, prepaid courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the face of this Purchase Order. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the

business day following its dispatch if transmitted by courier, e-mail or facsimile or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided for herein, of any change of address, for the purpose of giving notices or sending communications under this Purchase Order.

- b. Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in this Purchase Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

27. SURVIVAL: The obligations of Seller to Buyer shall survive termination of this Purchase Order, except as otherwise expressly stated in this Purchase Order.

28. GOVERNING LAW AND JURISDICTION: The construction, interpretation and performance of this Purchase Order and all transactions thereunder shall be governed by the law of the State of Ohio, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller consents to the exclusive jurisdiction of the appropriate state court in Montgomery County, Ohio or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the Southern District of Ohio, Dayton Divisional Office, for any legal or equitable action or proceeding arising out of, or in connection with, each Purchase Order. Seller specifically waives any and all objections to venue in such courts.