

TERMS AND CONDITIONS

- 1. ACCEPTANCE:** Seller's commencement of (i) work on the goods subject to this Order ("Goods") or shipment of Goods, whichever occurs first, or (ii) performance of all or any portion of the services subject to this Order ("Services"), shall constitute an acceptance of Buyer's offer to purchase contained in this Order upon Buyer's acceptance. An acceptance of this Order is irrevocable and contains the have and back hereof for additional or any attempt by Seller to vary in any way of the terms of this Order, whether in Seller's quotation from acknowledgment form, invoice or otherwise shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variation shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment or performance, or by other means, in which case this Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. If this Order is deemed to be an acceptance of a prior offer by Seller, such acceptance shall be limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms in such prior offer by Seller shall be deemed material and is hereby objected to and rejected. Buyer may cancel this Order at any time prior to Buyer's actual knowledge of acceptance by Seller.
- 2. OEM REQUIREMENTS:** Seller shall comply with the terms and conditions of any purchase order or agreement received by Buyer from a third party (which third party is referred to herein as "OEM Customer and which purchase order or other agreement is referred to herein as "OEM Purchase Order") whereby Buyer agrees to supply to OEM Customer, or incorporate into goods supplied to OEM Customer, Goods or Services. Buyer may from time to time, supply Seller with information regarding OEM Purchase Orders, but in any event Seller shall be responsible for ascertaining any terms and conditions contained in OEM Purchase Orders that may affect Seller's obligations hereunder. Without restricting the foregoing, Seller shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable Buyer to meet Buyer's obligations to OEM Customers under OEM Purchase Orders. If there is any conflict or discrepancy between any order or agreement in this Order and Buyer shall have the right to have the contents of this paragraph prevail over the contents of any other order or agreement.
- 3. LABELING, PACKING AND SHIPPING:** All Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications. Seller shall not charge Buyer for labeling, packing, boxing or crating except as stated otherwise in this Order. Material shipped in advance of releases or shipping dates specified in this Order, or in excess of the quantity ordered, shall be at Seller's risk and may be returned to Seller, and all transportation charges both to and from the original destination shall be paid by Seller if Goods are not shipped in accordance with Buyer's directions and/or the instructions set out in this Order, if any, then Seller shall pay or reimburse Buyer, as the case may be, for any excess cost occasioned thereby.
- 4. DELIVERY:** Time is of the essence of this Order. Deliveries are to be made both in the quantities and at the times specified herein, or if not specified herein, in such quantities and at such times as may be indicated in Buyer's releases or other instructions. If the delivery date specified in this Order is marked "as scheduled," "as directed" or in some other similar fashion, Buyer will issue from time to time releases or other shipping schedule authorizations specifying shipping dates, quantities and destination. If Seller is unable to make shipments as specified in this Order or in a release or schedule authorization, then Buyer must be notified immediately.
- 5. FAILURE TO DELIVER OR ACCEPTANCE:**
 - (a) If Seller fails or refuses to proceed, with this Order or Seller fails to make delivery as contemplated by this Order, or if Buyer fails to accept delivery in accordance with the delivery schedule, the other party may cancel the then remaining balance of this Order, unless the delay is an excusable delay as defined below in subparagraph 5(b). In addition, if any of Seller's deliveries or performance fails to meet schedule other than by reason of an excusable delay, Buyer may, without limiting or affecting its other rights or remedies in any manner whatsoever, direct expedited routing and charge to Seller all excess costs incurred thereby, and all additional handling charges and other expenses (whether related or not) resulting therefrom shall be chargeable to Seller and payable upon demand. An excusable delay shall not constitute a default hereunder. If Seller or Buyer is subject to one or more excusable delays which persist for more than six (6) months in the aggregate, then the other party may cancel the then remaining balance of this Order.
 - (b) The term "excusable delay" means any delay in making or accepting deliveries or performance which results without failure or negligence on the part of the party involved and which is due to causes beyond its control such as acts of God or of a public enemy, any preference, priority or allocation order issued by government or any other act of government, any act of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. The term "excusable delay" shall not, however, mean or include any financial difficulty.
 - (c) Whenever an actual or potential excusable delay is delaying or threatens to delay performance of this Order, the delayed party shall immediately give notice thereof to the other party. Such notice shall include all relevant information with respect to such excusable delay.
 - (d) Buyer may delay delivery or acceptance of Goods or performance of Services, by reason of an excusable delay in which case Seller shall hold Goods and/or delay performance of Services, at Buyer's direction, until such time as the cause of the delay has been removed.
 - (e) If under the terms of this Order, Buyer grants Seller exclusive rights to supply Goods or Services to Buyer, such rights shall not restrict Buyer's right to procure goods or services similar to Goods or Services in the event of an excusable delay.
 - (f) Without limiting Seller's obligations hereunder, in the event of any supply allocation by Seller, Seller shall give preference to Buyer for all of the Goods and Services ordered hereunder.
- 6. TRANSPORTATION CHARGES, CUSTOMS DUTIES, AND TAXES:**
 - (a) Except where the terms of delivery or conditions of transport are stated in this Order to be f.o.b. Seller's plant, all transportation charges (including terminal switching charges) shall be at Seller's expense. No charge shall be made for insurance, storage, parking or detention except as stated in this Order.
 - (b) Unless otherwise stated in this Order, prices include customs duties and expenses and all federal, provincial, state and local taxes (including all import taxes, excise taxes and sales taxes) applicable to the sale of Goods or the provision of Services.
 - (c) Any reduction in Seller's cost resulting from a reduction in transportation charges, customs duties, provincial taxes, excise taxes and/or sales taxes from those in effect on the date of this Order shall be paid to Buyer by Seller in reduction of the price of Goods and/or Services.
- 7. CUSTOMS DRAWBACK DOCUMENTS:** Upon request, Seller shall furnish promptly all documents and other information required for customs drawback purposes properly completed in accordance with applicable governmental regulations. Unless otherwise provided in this Order, all customs drawback shall be reserved and retained for or credited to Buyer.
- 8. CERTIFICATES OF ORIGIN, ETC.:** Upon request, Seller shall furnish immediately to Buyer certificates of origin or domestic value-added and all other information relating to the costs and places of origin of Goods or Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariff or other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify Buyer, Buyer's Affiliates (as defined below in this paragraph 8) and their respective customers against all losses, costs or damages (including any fines or penalties) resulting directly or indirectly from Seller's delay in furnishing such certificates or other information to Buyer and from any errors or omissions contained therein and from any non-compliance by Seller with the aforesaid regulations. For purposes of this Order, a party shall be deemed to be a party to whom such information is intended if the party: (i) is a party to whom such information is intended; (ii) is a party to whom such information is intended to be used in connection with the performance of the Services performed, as the case may be, or (iii) 60 days after the invoice date.
- 9. PAYMENT:** Unless otherwise agreed or otherwise stated on the face of this Order, net invoices (subject to applicable withholding taxes, if any) shall be paid by the later of (i) 60 days after the end of the month during which the Goods were delivered and/or the Services performed, as the case may be, or (ii) 60 days after the invoice date.
- 10. SET-OFF:** In addition to any right of set-off provided by law, all amounts due to or become due to Seller from Buyer shall be considered net of indebtedness of Seller to Buyer and/or Buyer's Affiliates, and Buyer may deduct or set off any such indebtedness from any amounts due to or become due to Seller from Buyer, regardless of whether such indebtedness and amounts would be considered, in law, to be mutual.
- 11. CHANGES:**
 - (a) Buyer reserves the right to make changes in the drawings, specifications and other provisions of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, the provision of Goods or Services, an equitable adjustment shall be made in the price or delivery schedule, as the case may be, and this Order shall be modified in writing accordingly. No claim under this paragraph shall be asserted by Seller after thirty (30) days following the notification of change by Buyer.
 - (b) Seller shall give Buyer advance notice in writing of any changes to specifications, designs or part numbers (or other types of identification), as well as any major changes in processes or procedures or any changes in the location of the facilities used by Seller for providing Goods or Services.
- 12. PRICE WARRANTY:** Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices currently extended to any customer of Seller for the same or substantially similar quantities and delivery requirements. If Seller reduces the prices of such same or substantially similar goods or services during the term of this Order, Seller shall reduce the prices of the Goods and Services correspondingly. Seller warrants that the prices shown on this Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.
- 13. WARRANTIES REGARDING GOODS AND SERVICES:** Seller expressly warrants that all Goods and Services, including without limitation any special tools, dies, jigs, fixtures, patterns, machinery and equipment, obtained at Buyer's expense for the performance of this Order and/or which are to be the property of Buyer, shall conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by Buyer shall be merchantable, free from any defects in material and workmanship and free of all liens, claims and encumbrances whatsoever. If Seller knows, or should reasonably know, that any particular item or service does not conform to such description, Seller shall not deliver or perform such item or service. Seller warrants that all Goods and Services shall be fit and suitable for the intended use of Buyer, Buyer's Affiliates and their respective successors, assigns and customers and users of products containing Goods or Services. These warranties shall be in addition to all other warranties available under applicable law. Seller shall indemnify and save Buyer, Seller's Affiliates and their respective successor and assigns harmless from any breach of these warranties and, for greater certainty, no limitations on Buyer's remedies in Seller's documents, if any, shall operate to reduce this indemnification. Seller shall also indemnify Buyer from and against all liability or damages (including any lost profits, recall costs or other consequential damages) imposed under Buyer resulting from acts or omissions of Seller in respect of Goods or Services.
- 14. DEFECTIVE GOODS OR SERVICES:** If any Goods or Services fail to meet the warranties contained in paragraph 13, Seller, upon notice thereof from Buyer at any time, shall promptly repair, replace or otherwise satisfactorily deal with the same in an acceptable manner to Buyer, all at Seller's expense and without limiting Buyer's other rights or remedies hereunder or otherwise. Seller's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services. If Seller fails to repair, replace or otherwise deal with the same in a satisfactory manner with defective or non-conforming Goods or Services, Buyer may cancel this Order as to the particular Goods or Services and/or cancel the then remaining balance of this Order. After notice to Seller, all such defective or non-conforming Goods shall be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk and all transportation charges both to and from the original destination shall be paid by Seller. Any payment for such defective or non-conforming Goods or Services shall be refunded by Seller, except to the extent that Seller promptly replaces or corrects the same at Seller's expense.
- 15. NEW MATERIALS:** Unless expressly so stated on the face of this Order none of the Goods are in any way, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair their fitness, usefulness or safety.
- 16. QUALITY CONTROL AND INSPECTION:**
 - (a) All materials and workmanship utilized in the performance of this Order shall be subject to inspection and testing by Buyer and its customers to the extent practicable at all times and places including the period of manufacture. If any such inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance, inspection and approval at Seller's premises does not preclude rejection or other relief for any defects subsequently discovered. Seller shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures) acceptable to Buyer covering the materials and workmanship utilized in the performance of this Order.
 - (b) At Buyer's option, Buyer may, from time to time, review and inspect Seller's testing, inspection, quality control and reliability procedures, as well as the data supporting same. Seller shall comply with Buyer's most recently adopted quality control specifications, inspection standards and quality assurance manuals as they shall be in effect from time to time. Seller shall furnish a certificate of compliance with such standards to Buyer upon completion of the inspection.
 - (c) Acceptance of Goods or Services by Buyer shall not relieve Seller from any of its obligations and warranties under this Order. In no event shall payment be deemed to constitute acceptance by or on behalf of Buyer.
- 17. MATERIAL EQUIPMENT, TOOLS AND FACILITIES:** Unless otherwise agreed in writing, Seller shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities required to perform this Order. All materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities including any replacements thereof and any materials affixed or attached thereto, furnished to Seller or specifically paid for by Buyer or OEM Customer (collectively referred to herein as "Items") shall be and remain the property of, with the right of possession in, the Buyer, and Seller shall use items only in the performance of work for Buyer's and not otherwise. All items while in Seller's custody or control and while in the custody or control of Seller's suppliers, contractors or agents shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense against loss or damage in an amount equal to the undepreciated cost of replacement and shall be subject to removal at Buyer's written request, in which event Seller shall at Seller's expense prepare the items for shipment and shall deliver them to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Seller shall promptly notify Buyer of the location of Items are located at any place other than Seller's facility. Except as otherwise provided in this Order, Seller shall maintain accounting and property control records for Items and shall provide such records to Buyer upon request. Seller shall be responsible for the safekeeping of Items and shall be liable for any loss or damage to Items resulting from Seller's negligence. All materials, supplies and Services to be produced or provided in conjunction with this Order must be in strict accordance with the specifications set forth in this Order or as otherwise specified by Buyer to Seller. Upon completion or termination of this Order, all Items shall be retained by Seller at its expense, until disposition directions are received from Buyer. Buyer shall, at such time as is specified in this Order or as otherwise stipulated by Buyer, acquire title to and the right to possession of special tooling, the cost of which is fully or substantially amortized in the price of Goods or Services. If Buyer or Seller defaults under this Order, Seller shall immediately on demand deliver all Items and special tooling to Buyer and, if Buyer so requests, grant Buyer access to Seller's premises for the purpose of moving Items and special tooling.
- 18. PROPRIETARY RIGHTS:**
 - (a) Seller shall hold and save Buyer, Buyer's Affiliates and their respective successors, assigns and customers, and users of products sold to Buyer incorporating Goods or Services, harmless from all loss and/or liability of any nature or kind, including damages, court costs and legal fees, arising or existing because of the infringement or alleged infringement of any patent, trade-secret, copyright, industrial design or process of manufacture for or on account of the manufacture, sale or use of any Goods or Services, or products incorporating Goods or Services, except where strict compliance by Seller with specifications and drawings provided by Buyer constitutes the sole basis of the infringement or alleged infringement. Buyer shall not file any suit against Seller or Buyer's Affiliates, or their respective successors, assigns or customers, or users of products sold to Buyer incorporating Goods or Services, on account of any such infringement, and, at Seller's request shall give Seller control of the defense of such suit, insofar as Buyer has the authority to do so, and reasonable information and assistance in connection therewith, all at Seller's expense. Buyer and the party against whom suit is brought shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by Seller on demand.
 - (b) Seller hereby grants to Buyer and Buyer's Affiliates and their respective successors, assigns and, with Buyer's express written consent, customers and users of products sold to Buyer incorporating Goods or Services, a non-exclusive, royalty free, paid-up, irrevocable, worldwide license (i) to use any and all patents, industrial designs and processes of manufacture relating to Goods and Services, including without limitation, such a license to make, repair, rebuild, relocate and sell and to have made, repaired, rebuilt, relocate and sell and to have made repaired, relocated and sold Goods, to use any any copyrighted works of authorship fixed in any tangible medium of expression (including, without limitation, drawings, prints, manuals and specifications) furnished by Seller to any such party in the course of Seller's activity hereunder, including without limitation, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions hereof.
 - (c) All patents, trade-marks and industrial designs, created by Seller in connection with supplying Goods or Services to Buyer shall be and remain the property of Buyer.
- 19. CONFIDENTIALITY:** Seller shall maintain in confidence 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 this Order, unless Seller obtains prior written permission from Buyer to do so. Buyer retains all rights with respect to information, and Seller shall not allow any information to be reproduced or in any way used, in whole or in part in connection with services or goods furnished to others without Buyer's specific prior written permission. The term "Information" includes, without limitation, all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, reports, working papers, computations and other information (including, without limitations, all items, as defined in paragraph 17) furnished by Buyer. Seller shall not advertise or otherwise disclose the fact that Buyer has contracted to purchase Goods or Services from Seller, nor shall any information relating to this Order or to Goods or Services be disclosed, without in each case, Buyer's prior written permission.
- 20. DISCLOSURE TO BUYER:** Unless otherwise specifically agreed to in advance and in writing by Buyer, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights against Buyer with respect thereto.
- 21. COMPLIANCE WITH LAWS:**
 - (a) Seller warrants compliance with all federal, provincial, state and local laws, ordinances, rules and regulations, and all amendments thereto, that is applicable to this Order and shall furnish Buyer with certificates of such compliance where required thereunder or when requested by Buyer. It is also agreed that each invoice rendered to Buyer under this Order shall constitute written assurance by Seller that Seller has fully complied with all applicable laws, ordinances, rules and regulations.
 - (b) Seller shall package and label Goods and their containers, in particular those which constitute a health, poison, fire, explosion or other safety hazard, in accordance with all applicable federal, provincial, state and local packaging and labeling laws, ordinances, rules and regulations, and all amendments thereto, in effect in the place to which Goods are shipped or as otherwise specified by Buyer.
- 22. INDEMNIFICATION AND INSURANCE:**
 - (a) Seller shall, if Seller's representatives, employees or agents enter upon the premises owned or controlled by Buyer or its Affiliates in the performance of Seller's obligations hereunder, (i) indemnify and save harmless Buyer, Buyer's representatives, employees, agent and invitees, from and against all liabilities, demands, claims, losses, costs, damages and expenses by reason or on account or property damage, death and/or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order, which is occasioned by Seller's actions or omissions; and (ii) defend and hold Buyer harmless from and against the sole basis of the infringement or alleged infringement. Buyer shall not file any suit against Seller or Buyer's Affiliates, or their respective successors, assigns or customers, or users of products sold to the persons engaged in such performance shall not be considered employees of Buyer.
 - (b) Seller shall maintain and carry general liability insurance including, but not limited to, public liability, property damage liability, product liability and contractual liability coverage's, and workers' compensation and employees' liability insurance covering all employees engaged in the performance of this Order, in amounts satisfactory to and with companies approved by Buyer. Seller shall furnish certificates or other satisfactory proof of insurance confirming the foregoing coverage's prior to commencing work under this Order. The receipt or review of such certificates or other proof of insurance coverage by Buyer shall not relieve Seller from its insurance obligations hereunder or reduce or modify such insurance obligations.
 - (c) Seller agrees to defend, protect and hold harmless Buyer, Buyer's Affiliates and their respective successors, assigns, agents and customers against any and all claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of Goods or Services or Seller's failure to comply with paragraph 21.
 - (d) In no case shall Buyer indemnify or hold harmless Seller against claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of Goods or Services.
- 23. TERMINATION UPON NOTICE:**
 - (a) Buyer may terminate this Order in whole or part at any time by written notice (including notice by facsimile) stating the extent and effective date of such termination. Upon receipt thereof, Seller shall, to the extent directed by Buyer: (i) stop work under this Order and any other orders related to work terminated by such notice; and (ii) Protect all property in Seller's possession or control in which Buyer has or may acquire an interest. Seller shall submit to Buyer any claims relating to such termination as soon as possible, but in any event within thirty (30) days (unless Buyer otherwise) from the effective date of such termination, Seller hereby grants to right to audit and inspect its books, records and other documents relating to its termination claims.
 - (b) Seller otherwise authorized in writing by Buyer, Seller shall not make commitments for materials or fabricate in advance of the time necessary to permit shipment(s) on the delivery date(s). Buyer shall in no event be liable or responsible for any such costs or amounts incurred by Seller in breach of this position.
 - (c) If the parties cannot agree with a reasonable time upon the amount of fair compensation for termination by Buyer, Buyer shall, in addition to making prompt payment to the contract price for Goods and Services delivered or performed and accepted by Buyer prior to the effective date of termination, pay to Seller the following amounts, without duplication.
 - (i) the contract price for Services performed or Goods completed in accordance with the terms of this Order but not previously paid for; and
 - (ii) the actual costs (other than capital costs) incurred by Seller and properly allocated or apportioned under recognized commercial accounting practices to the terminated portion of this Order.
 - (d) Seller may, with Buyer's consent, retain an agreed price or sell at an agreed price any completed Services, Goods work in process or other physical inventory, the cost of which is allocable or apportionable to this Order under clause 23(c)(i) above, and shall credit or pay the amounts so agreed or received as if they were proceeds from the sale of such inventory. Seller shall, if directed by Buyer, transfer title to and make delivery of any Goods, work in progress or other physical inventory not so retained or sold.
- 24. TERMINATION UPON DEFAULT:** Seller shall be deemed to be in default of this Order if Seller fails to perform in accordance with the requirements of this Order. Such termination shall be without liability to Buyer except for completed Goods delivered or Services performed, and accepted by Buyer. Seller shall be liable for damages caused by or resulting from its default.
- 25. TERMINATION UPON INSOLVENCY OR BANKRUPTCY:** Either party may cancel this Order without liability in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party or if either party makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course.
- 26. ASSIGNMENT:** Seller shall not assign this Order or any portion hereof or work hereunder or any interest herein except to the extent that Seller may, with the prior written consent of Buyer, make an assignment of monies due or which may become due hereunder to a bank or other financial institution; provided, however, that any such assignment shall be subject to set-off, recoupment or any other lawful means of enforcing any present or future claims which Buyer may have against Seller, and provided further that any such assignment shall not be made to more than a single assignee. In the event of any such assignment, Seller shall provide to Buyer, in addition to written notice of the assignment, a true copy of the instrument of assignment for Buyer's information only and, notwithstanding such receipt by Buyer, such notice of assignment and/or instrument of assignment shall not be deemed to have been given to Buyer until the instrument of assignment is filed with the court or the assignee is a corporation or other entity subject to the jurisdiction of the courts of the United States.
- 27. RIGHT OF BUYER TO PERFORM:** If Seller fails to perform any of its obligations under this Order, then Buyer and its agents may (but shall not be obligated to) enter Seller's premises and perform the obligation without waiving or releasing Seller from the obligation. All costs incurred directly or indirectly by Buyer in connection with the foregoing shall be paid by Seller to Buyer on demand.
- 28. REMEDIES:** The remedies reserved herein shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and in addition to any other remedies provided for or allowed by law, at equity or otherwise.
- 29. WAIVER:** Either party's failure to insist on the performance by the other party of any term or condition hereof or failure to exercise any right or privilege reserved herein, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, conditions, rights, privileges, breaches or defaults, whether of the same or a similar type or not.
- 30. MODIFICATION OF AGREEMENT:** No modification of this Order, or waiver of or addition to, or any of Seller's terms and conditions, shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.
- 31. TORT OBLIGATIONS:** Buyer's negligence shall not constitute a defense to Seller's liability or to Seller's liability to any person or to Seller's liability to any person, to suing in contract. Seller hereby waives the right to sue in tort in respect of any matter which is addressed, in whole or in part by the terms and conditions of this Order.
- 32. GOVERNING LAW:** This Order shall be interpreted and enforced in accordance with the local, domestic laws of the State of Oklahoma, U.S.A., exclusive of the choice of law rules thereof. For greater certainty, the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Order.