

Denkai America Terms and Conditions of Purchase

1. CONTROLLING DOCUMENTS. These terms and conditions of purchase ("Terms") are incorporated into and made part of the contract ("Contract") between the Denkai America, Inc. entity named on an Order ("Denkai America") and supplier ("Supplier") that consists of: (a) these Terms; (b) a Denkai America purchase order issued to Supplier or a current written agreement signed by both parties ("Order") for the purchase or license of goods or services ("Goods"); and (c) any change orders or other attachments identified in the Contract or Order. If there is a conflict between these Terms and any other Contract related document, the terms of each will apply in the following order of precedence: (i) the parties' current written agreement for the purchase of Goods; (ii) the applicable Denkai America purchase order; (iii) these Terms; and (iv) any applicable change orders or other attachments identified in the Contract.

2. ACCEPTANCE. Denkai America's purchase is conditioned on Supplier's acceptance of the Contract as the exclusive terms applicable to the parties' performance. Supplier's general terms and conditions of sale or any other Supplier terms are expressly excluded. The Order is not binding on Denkai America until Supplier accepts the Order either: (a) in writing (e.g., acknowledges receipt of the Order by email), or (b) by performing in accordance with the Order. If Supplier does not accept the Order in writing or provide written notice that it commenced performance within two (2) business days of Supplier's receipt of the Order, the Order will be deemed accepted unless Denkai America withdraws the Order by providing Supplier written notice. Denkai America is not obligated to any minimum purchase or future purchase obligations under the Contract.

3. DELIVERY DATE AND LOCATION. Supplier will deliver Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties ("Delivery Date"). Timely delivery of Goods is of the essence. All Goods will be delivered to the address specified in the Order ("Delivery Location") during normal business hours or as Denkai America otherwise instructs. If Supplier fails to deliver Goods or complete services as scheduled, Denkai America may, at Denkai America's sole discretion: (a) assess such amounts as may be set on the face of the Order as liquidated damages for the agreed delay period; (b) require Supplier, at Supplier's cost, to forward all Goods by fastest method to the destination point determined by Denkai America; (c) buy the undelivered Goods and/or services elsewhere and charge Supplier the excess cost and expenses over the price set forth in the Order; and/or (d) suspend or terminate the Order in accordance with Section 22.

4. QUANTITY. Supplier's shipment of Goods varying not more than +/- 5% in quantity from that ordered will be considered fulfillment of the Order. However, Denkai America may reject all or any excess Goods. Rejected Goods will be returned at Supplier's risk and expense. If Denkai America does not reject Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for Goods will be the unit price multiplied by the quantity delivered.

5. TITLE AND SHIPPING TERMS. Title passes to Denkai America upon delivery of Goods to the Delivery Location. Supplier bears all risk of loss or damage to Goods until such delivery. Unless otherwise specified on the face of the Order or agreed in writing, delivery of Goods from inside the U.S. will be prepaid to Denkai

America's Delivery Location, and delivery of Goods from outside the U.S. will be FCA (Supplier's facility)(Incoterms 2010). Supplier will notify Denkai America in writing when Goods are delivered to the transportation carrier.

Supplier will mark all shipping documents with the Order number and provide such documents to Denkai America, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release Goods to Denkai America on the same day Supplier delivers Goods to the transportation carrier. In addition, for shipments from outside the U.S., Supplier's packing materials will comply with Denkai America's International Supplier Custom Requirements posted on Denkai America's website, as updated from time to time, in order to meet U.S. regulations and clear cargo with customs.

6. PACKAGING. Unless otherwise specifically provided on the face of the Order, Goods will be packed in accordance with standard commercial practices. Supplier will attach a complete packing list to the outside of each packing container, mark all shipments with bar code labels meeting Electronic Industries Association Outer Shipping Container Bar Code Label Standard EIA-556-A, and ensure that all packaging complies with the Directive 94/62/EC on packaging and packaging waste (Dec. 20, 1994) as implemented by the various member states of the European Union, as well as with similar laws in other jurisdictions, as applicable. Supplier will include all information required by the RoHS Directive, the WEEE Directive or other laws. Supplier will ship Goods in a manner which complies with all laws including ICC regulations and which is adequate to ensure safe arrival of Goods at the destination. The country of origin for all goods shipped across international borders will be marked in a conspicuous location as legibly and permanently as the nature of the article or container will permit, so as to clearly indicate to Denkai America and customs the origin of the Goods. Supplier must give Denkai America prior written notice if Supplier requires Denkai America to return packaging material, which will be at Supplier's expense.

7. CHANGE. No change to the Order is binding upon Denkai America unless it is in writing, specifically states it amends the Order, and is signed by a Denkai America authorized representative. If Denkai America authorizes a change that will result in additional cost or time to perform the Order, Supplier must promptly notify Denkai America. If Denkai America can substantiate the additional cost or time, then the parties will negotiate an equitable price adjustment, delivery schedule, or both. Denkai America may cancel the uncompleted portion of the Order without liability.

8. QUALITY. Supplier will meet or exceed Denkai America's quality standards for Goods as specified by Denkai America including, for example, possess certification in an applicable quality management system such as ISO 9001 or equivalent. Supplier will provide Denkai America evidence of quality standard certification upon request.

9. INSPECTION AND REJECTION OF NONCONFORMING GOODS. Denkai America may inspect the Goods, or a sample thereof, on or after the Delivery Date. Denkai America, at its option, may reject all or any portion of Goods if it determines Goods are nonconforming or defective. If Denkai America rejects any portion of Goods, Denkai America may, upon written notice to

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Supplier: (a) withdraw the Order in its entirety; (b) accept Goods at a reasonably reduced price; or (c) reject Goods and require replacement of rejected Goods. If Denkai America requires replacement of Goods, Supplier will, at its expense, promptly replace nonconforming Goods and pay for all related expenses, including transportation charges to return defective Goods and deliver replacement Goods. If Supplier fails to timely deliver replacement Goods, Denkai America may replace them with goods from a third party and charge Supplier the cost thereof and terminate the Order pursuant to Section 22(b). Any inspection or other action by Denkai America under this Section 9 will not reduce or otherwise affect Supplier's obligations under the Order, and Denkai America will have the right to conduct further inspections after Supplier has carried out remedial actions.

10. DENKAI AMERICA'S PROPERTY. Unless otherwise agreed in writing, all information, tools, equipment and/or material furnished to Supplier by Denkai America or specially paid for by Denkai America, and any replacement thereof, or any materials affixed or attached thereto, will be and remain Denkai America's property. Such property and, whenever practical, each individual item thereof, will be plainly marked or otherwise adequately identified by Supplier as Denkai America's property and will be safely stored separate and apart from Supplier's property. Supplier will use Denkai America's property only to meet Denkai America's orders and will not substitute any property for Denkai America's orders. Such property, while in Supplier's custody or control, will be held at Supplier's risk, will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost and Denkai America will be named on Supplier's insurance policies as an additional insured with loss payable to Denkai America. Such property will be subject to removal at Denkai America's written request, in which event Supplier will prepare such property for shipment and redeliver such property to Denkai America in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense. Denkai America will exclusively own all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier's performance under the Order, including, but not limited to, all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights, and other intellectual property rights. If, by operation of law, any such intellectual property is not owned in its entirety by Denkai America automatically upon creation, then Supplier agrees to transfer and assign to Denkai America, and hereby transfers and assigns to Denkai America, the entire right, title and interest throughout the world to such intellectual property.

11. INSPECTION. Upon Denkai America's request, Supplier will permit inspection of Supplier's facilities, operations, financial books and records, and training materials, sufficient to confirm compliance with obligations of this Contract by Supplier and its suppliers.

12. PRICE. The price of Goods is the price stated in the Order ("Price"). If there is a consignment or other signed agreement in place between Denkai America and Supplier, then the pricing contained in that agreement will apply. Prices include duties, insurance, other governmental assessments and fees, taxes, transportation costs, and packaging imposed on the manufacture, sale, or delivery of Goods. No increase in the Price

is effective, whether due to increased material, labor, or transportation costs or otherwise, without Denkai America's prior written consent and only after Denkai America has been given at least 30 days' written notice. Denkai America may offset any amount owed to Denkai America by Supplier against any amount payable by Denkai America to Supplier.

13. MOST FAVORED CUSTOMER. Supplier warrants that Prices do not exceed prices that Supplier customarily charges its most favored customer for similar volumes of similar goods. Denkai America may terminate an Order due to breach of this Section 13 without liability pursuant to Section 22(b). Supplier agrees to protect Denkai America against any decline in prices; if during the duration of the Order, Supplier quotes to anyone a price lower than that set forth in the Order, such lower price will apply to the quantity of goods and/or services undelivered hereunder. If a lower price is quoted by others for like goods and/or services, unless Supplier is willing to meet that lower price for any undelivered goods or services, Denkai America is at liberty to purchase any undelivered quantity hereunder at the lower price from such other party. In the case where Denkai America purchases like goods and/or services at the lower price from a third party, Supplier's undelivered balance of goods and/or services will thereby be cancelled and Denkai America will have no obligation to purchase Supplier's undelivered goods and/or services.

14. PAYMENT TERMS. Supplier will invoice Denkai America on or any time after delivery of Goods and only in accordance with these Terms. However, Denkai America has no payment obligation for amounts invoiced a year or more after delivery of Goods. Payment terms are net 60 days, unless otherwise stated on the face of the Order. Denkai America will be entitled at any time to set-off amounts owing under the Order, with any and all amounts owing from Supplier to Denkai America under these Terms or any other agreement between the Supplier and Denkai America. Denkai America warrants that it is authorized to receive payment in the currency stated in the Order. In the event of a payment dispute, Denkai America will provide Supplier a reasonably detailed description of each disputed item.

15. CONTINUITY OF SUPPLY. If Supplier must stop supply of Goods for any reason, including plant closure, while Orders are pending or any time one (1) year thereafter, Supplier will: (a) give Denkai America at least six (6) months' advance written notice of the end of life of the affected Goods ("End of Life Notice"); (b) use commercially reasonable efforts to identify replacement or alternative Goods to meet Denkai America's needs; and (c) fulfill Denkai America's last time buy order for a quantity of Goods equivalent to up to a two (2) year supply, provided such order is placed within six (6) months of Denkai America's receipt of Supplier's End of Life Notice.

16. WARRANTIES. Supplier warrants that: (a) Goods do not infringe any third-party intellectual property rights; and (b) for a period of one year from the actual date of delivery or Supplier's original warranty, whichever is longer, Goods will: (i) conform to designs, drawings, samples, and specifications Supplier provides Denkai America; (ii) conform to quality and other requirements specified by Denkai America; (iii) be free from any defects in design, material, manufacture, and workmanship; (iv) be free and clear of all liens, security interests, or other encumbrances; and (v) if Supplier knows the purpose for which Denkai America

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intends to use Goods, be fit for their intended purpose and operate as intended. These warranties survive any delivery, inspection, acceptance, or payment of Goods. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Denkai America's discovery of noncompliance of Goods with the foregoing warranties. Supplier will, at its own expense, replace or repair Goods that are not in compliance with the foregoing warranties and pay for all related expenses, including transportation charges to return Goods to Supplier and deliver repaired or replacement Goods to Denkai America.

17. INDEMNIFICATION. Supplier will defend, indemnify and hold harmless Denkai America and its parent company and its subsidiaries, successors, and assigns, and their respective directors, officers, shareholders, and employees, and Denkai America's customers (collectively, "Indemnitees") against any suit or proceeding, including all costs, damages, and expenses, including reasonable attorney fees, internal or external costs of any recall (including shipping costs to and from Denkai America's customer to Denkai America, costs incurred by Denkai America to determine the cause of the failure, the technical support labor costs in handling customer relationships and the costs incurred by Denkai America to repair products which incorporate the Goods), other professional fees and costs, judgment, cost of settlement, cost of enforcing any right to indemnification hereunder, and cost of pursuing any insurance providers (collectively, "Losses") arising out of, or in connection with: (a) Goods purchased from Supplier; (b) Supplier's negligence, willful misconduct, or breach of these Terms; or (c) any claim that use or possession of Goods infringes third-party intellectual property rights. Denkai America will provide information relevant to the claim, at Supplier's expense. Denkai America will give Supplier exclusive control of the defense, subject to Denkai America's right to participate at its own expense. Supplier will not enter into any settlement without prior written consent of the affected Indemnitee. Denkai America or other Indemnitee may assume control of the defense at any time it is determined that Supplier is not providing a competent defense or is inadequately funding it. This will not relieve Supplier of its indemnification obligation. If Denkai America's use of Goods is enjoined, Supplier will, at Denkai America's option: (i) obtain for Denkai America the right to continue using Goods; (ii) replace Goods with non-infringing goods; (iii) modify Goods so they are non-infringing; or (iv) refund the purchase price of Goods.

18. INSURANCE. Unless stated otherwise in the Order, Supplier will, at its own expense, carry commercial general liability insurance (including product liability) with limits of no less than \$1,000,000 per occurrence; automobile insurance with limits of \$1,000,000 combined single limit; workers' compensation with statutory/employers' liability limit of \$500,000; adequate fire and casualty insurance, including, but not limited to "all risk" property insurance, covering the replacement value of all components and goods; and if Supplier's obligation includes moving or installing Denkai America equipment or other property, then care, custody and control insurance with a limit of \$5,000,000. Upon Denkai America's request, Supplier will provide Denkai America with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the Order. The certificate of insurance will name Denkai America as an additional insured. Supplier will provide Denkai America 15

days' advance written notice of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier will require its insurer to waive all rights of subrogation against Denkai America's insurers and Denkai America or other Indemnitees.

19. COMPLIANCE WITH LAW. Supplier has and will maintain in effect all licenses and permits needed to carry out its obligation under the Order. Further, Supplier has and will comply with applicable laws, regulations and ordinances including, but not limited to: (a) environmental protection; (b) employee working hours; (c) export and import laws of all countries involved in the sale of Goods; and (d) safety. Supplier will not use child labor, convict labor, forced labor, or indentured labor to carry out its obligations under the Order. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance.

20. TOXIC OR HAZARDOUS SUBSTANCES. If Goods contain hazardous or toxic substances, Supplier warrants: (a) Globally Harmonized System compliant Safety Data Sheets ("SDS") will be promptly provided to Denkai America; (b) if Goods are being shipped to the U.S., but manufactured outside the U.S., Supplier will provide Goods to Denkai America through a U.S. subsidiary of the foreign manufacturer along with SDSs that are accurately and professionally translated into English and identify in section 1 the name, address, business and emergency telephone numbers for the U.S. subsidiary; (c) no Class I or Class II Ozone Depleting Substances, polychlorinated or polybrominated biphenyl or phenyl ethers, dioxins or their analogs, or asbestos containing material are supplied to Denkai America; (d) Supplier will notify Denkai America of applicable Significant New Use Rule restrictions under the Toxic Substances Control Act Inventory ("TSCA"), if any; (e) upon Denkai America's request, Supplier will give Denkai America prompt written certification of TSCA compliance; (f) Goods and packaging materials conform to applicable hazardous substances restrictions, including the European Union's packaging and packaging waste directive, RoHS Directive, WEEE Directive, REACH Directive, EuP Directive, and People's Republic of China's Management Methods for Controlling Pollution for Electronic Information Products; (g) wood packaging material coming into the U.S. is treated to kill pests and marked in accordance with the U.S. Department of Agriculture regulations. Further, Supplier will use commercially reasonable efforts to avoid use, in or during the production of Goods, of conflict minerals as defined in the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, originating from mines or smelters not certified to be DRC Conflict Free through the Conflict Free Sourcing Initiative developed by EICC/GeSI or other independent third-party audit program approved in writing by Denkai America. Supplier will, upon Denkai America's request, provide information on the use and sourcing of conflict minerals in Goods and the upstream supply chain of Goods in the format requested by Denkai America.

21. PROPER BUSINESS PRACTICES. Supplier will comply with the Electronic Industry Citizenship Coalition Code of Conduct. Supplier will act in a manner consistent with Denkai America's Anti-Bribery Policy and Code of Conduct, and comply with applicable laws concerning improper or illegal payments and gifts or gratuities, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other similar applicable state, local

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or foreign laws. Further, Supplier will not pay, promise to pay or authorize the payment of, any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision, obtaining or retaining business, or foregoing any act, in connection with the Order. If Supplier, its agents or its representatives breach this Section 21 then Denkai America may terminate the Order without liability of any kind and recover from Supplier any loss resulting from such termination. If the Order is so terminated, notwithstanding any other term in the Contract to the contrary, Supplier will not be entitled to any payment for any costs incurred or work performed pursuant to the Order. In addition, Supplier will provide Denkai America any information requested regarding the origin of minerals used in Goods, including information required pursuant to 12 U.S.C. §1502 and associated United States Securities and Exchange Commission rules.

22. **SUSPENSION AND TERMINATION.** Denkai America may suspend the Order or any part thereof, at any time, for any or no reason, by written notice to Supplier. Upon receiving notice of suspension, Supplier will promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies, and equipment Supplier has on hand for performance. Supplier will promptly deliver to Denkai America copies of outstanding purchase orders and subcontracts for materials, equipment and service for the work, and will take such action relative to such purchase orders and subcontracts as Denkai America may direct. Denkai America may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier will resume performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of, or the time required for the performance of any work caused by suspension, will be pursued solely pursuant to Section 7.

In addition to any remedies provided under these Terms, Denkai America may terminate the Order, in whole or in part, upon written notice: (a) for convenience and without cause at any time; or (b) if Supplier fails to perform or comply with the Contract or timely deliver conforming Goods (except for delay due to considerations beyond Supplier's control and without Supplier's fault or negligence). Upon receiving notice of termination, Supplier will promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Supplier will promptly deliver to Denkai America copies of outstanding purchase orders and subcontracts for materials, equipment and service for the work, and will take such action relative to such purchase orders and subcontracts as Denkai America may direct. All claims for costs incurred by Supplier prior to the termination will be made within thirty (30) days from the date of termination, and may include only reasonable direct costs (not including any profits), of those unique components that cannot be returned to Supplier's supplier or sold to other customers, that were required to produce the Goods and/or services requested in the Order, and any such claim must be accompanied by a detailed invoice and necessary proof.

With regard to delivery delays due to considerations beyond Supplier's control and without Supplier's fault or negligence, then Denkai America may terminate the Order, in whole or in

part, upon written notice if the delay exceeds 15 business days. Further, Denkai America may terminate the Order, in whole or in part, without written notice if Supplier becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Denkai America terminates the Order for any reason, Supplier's sole and exclusive remedy is payment for conforming Goods received and accepted by Denkai America prior to the termination date.

23. **LIMIT OF LIABILITY.** Denkai America's maximum liability to Supplier will not exceed the greater of the aggregate amount actually paid or payable under the Order.

24. **CONFIDENTIAL INFORMATION.** All Denkai America non-public, confidential, or proprietary information, including Orders, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Denkai America to Supplier in connection with the Order, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," is confidential and solely for use in performing the Order and may not be disclosed or copied unless authorized by Denkai America in writing. Upon Denkai America's request, Supplier will promptly return all documents and materials received from Denkai America. Denkai America will be entitled to injunctive relief for any violation of this Section 24. This Section 24 will not apply to information: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party. Notwithstanding the foregoing, these Terms are in addition to any general confidentiality agreements or obligations entered into between the parties prior to the date of the applicable Order and such agreements or obligations are not superseded by these Terms.

25. **ASSIGNMENT.** Supplier will not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without Denkai America's prior written consent. Any purported assignment or delegation in violation of this Section 25 will be null and void. No assignment or delegation will relieve Supplier of its obligations hereunder.

26. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors. Nothing contained in the Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party is authorized to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from the Order.

27. **GOVERNING LAW AND JURISDICTION.** These Terms will be governed by the laws of the country from where the Order originates. All international conventions relating to the international sale of goods are excluded. The parties will use commercially reasonable efforts to resolve disputes amicably, including designating senior managers who will meet to resolve any such dispute. If the senior managers do not resolve the dispute within thirty (30) days of the first written request, then any dispute or claim related to the Terms, including the validity, invalidity, breach or its termination, will be settled as follows:

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Orders originating with Denkai America, Inc., all matters relating to these Terms will be governed by and construed in accordance with the laws of the State of New York, excluding conflict of law principles that would cause the laws of any jurisdiction other than the State of New York to apply. Any legal suit, action or proceeding arising out of or relating to these Terms will be instituted in the federal courts of the U.S. or courts of the State of New York located in Rensselaer County, and each party irrevocably submits to the exclusive jurisdiction of such courts. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY.

In all cases of arbitration, proceedings will be confidential and conducted by three (3) arbitrators in English. The arbitrator(s) will have no authority to award punitive damages, attorneys' fees and related costs or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to these Terms and applicable law. The award of the arbitrator(s) will be final, binding and non-appealable, and judgment may be entered in any court of competent jurisdiction. All statements made or materials produced in connection with this dispute resolution process and arbitration are confidential and will not be disclosed to any third party except as required by law or subpoena. The parties intend that the dispute resolution process described here will be their exclusive remedy for any dispute arising under or relating to these Terms or their subject matter.

28. CUMULATIVE REMEDIES. The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

29. WAIVER. The failure of Denkai America in any one or more instances to insist upon performance of any terms or exercise any right or privilege hereunder, or the waiver by Denkai America of any breach by Supplier of any Terms, will not be construed as generally waiving any Term, right or privilege, and these Terms will continue and remain in full force and effect as if no failure or waiver had occurred. A waiver by a party is only effective if it is in a signed writing, and is only effective in relation to the particular obligation or breach in respect to which it is given.

30. NOTICES. All notices will be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a notice is effective only upon receipt of the receiving party and if the party giving the notice has complied with the requirements of this Section 30.

31. SEVERABILITY. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. SURVIVAL. Provisions of the Contract which by their nature should apply beyond their terms will remain in force after any

termination or expiration including: Sections 8 (Quality), 12 (Price), 13 (Most Favored Customer), 15 (Continuity of Supply), 16 (Warranties), 17 (Indemnification), 19 (Compliance with Laws), 22 (Termination), 23 (Limit of Liability), 24 (Confidential Information), 25 (Assignment), 27 (Governing Law), and 32 (Survival) of these Terms.

33. ENTIRE AGREEMENT. The Contract constitutes the entire agreement of the parties concerning its subject matter, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, on that subject matter. No failure or delay by either party to exercise any rights or remedy arising from an Order or this Contract will constitute a waiver of such party's respective rights. Except for changes expressly permitted by this Contract, no modification of an Order or this Contract will be effective unless made in writing and signed by an authorized representative of each party.