PURCHASE ORDER CONDITIONS

ACCEPTANCE

OEM REQUIREMENTS

ACCEPTANCE
Seller's commencement of (i) work on the goods subject to this Order ("Goods") or shipment of the Goods, whichever occurs first or (ii) performance of all or any portion of the services subject to this Order ("Services"), shall constitute acceptance of his Order is under the super's offer to purchase contained in this Order is make player becoming aware of such acceptance. Any acceptance of this Order is mits offer and the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt whatsoever by Seller to vary any of the terms of this Order (whether in Seller's quotation form, acknowledgment form, invoice or otherwise) 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.

OEM REQUIREMENTS
Seller shall comply with the terms and conditions of any purchase order or other agreement received by Buyer from a third party, which third party, and whether or not the ultimate or final customer, is referred to herein as "OEM Purchase Order" whereby Buyer agrees to supply to the Customer, or to incorporate into goods or services supplied to the OEM Customer, the Goods or Services. Buyer may, from time to time, provide Seller with information regarding the OEM Purchase Orders, but, in any event, Seller shall be responsible for ascertaining all terms and conditions contained in any OEM Purchase Order that may affect Seller's obligations hereunder. Without restricting the foregoing, Seller shall take such steps, provide such disclosure and of all things as may be necessary or desirable within Seller's control to enable Buyer to meet Buyer's obligations to the OEM Customer under the OEM Purchase Order(s). If there is any conflict or inconsistency between this paragraph and any other paragraph in this Order, Buyer shall have the right to have the provisions of this paragraph prevail.

LABELING, PACKING AND SHIPPING
All conds are to be suitably represent for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications (including the

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 (including the marking of all cases, packages, boxes or other containers with the Number of this Order, and enclosing therewith or attaching thereto a shipping notice showing the contents thereof, together with the name of Seller and, if different, the name of the shipper). Seller shall not charge Buyer for labeling, packing, boxing or crating except as statled otherwise in this Order, Goods shipped in advance of releases or the 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, with all transportation charges both to and from the original destination payable by Seller. If the 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.

PET IVERY

DELIVERY

Time is of the essence of this Order. Deliveries are to be made both in the quantities and at the times specified in this Order, or if not specified herein, in such quantities and at such times as may be indicated in Buyer's releases or other instructions. If Seller is unable to make shipments as specified in this Order or in a release or other instructions from Buyer, then Seller will immediately notify Buyer, and Buyer shall have the right to cancel this Order without liability (except for such cancellation charges, if any, as may be specifically agreed upon by Buyer in Buyer's sole discretion) and without prejudice to Buyer's right to claim from Seller any losses or damages occasioned thereby.

INVOICES

INVOICES
Seller shall send the original invoice(s) (plus two additional copies) and bill(s) of lading to Buyer's address as indicated on the face of this Order. Seller's invoice(s) shall show the Number of this Order and all items invoiced, with quantities, unit prices and taxes (if any) listed separately. The words 'final invoice' or similar terminology's shall appear on Seller's last invoice covering the completion of this Order. If a order ord

DELAYS

(a) If Seller falls to perform as required under this Order or falls to make deliveries as contemplated by this Order, Buyer may cancel the then remaining balance of this Order, unless the delay is an excusable delay as defined in subparagraph (6)b, In addition, if any of the Seller's performance or deliveries falls to meet schedule other than by reason of an excusable delay, Buyer may direct expedited round and charge Seller for all excess costs incurred thereby and all additional handing charges and other expenses resulting therefrom. If Seller is subject to one or more excusable delays which persist for more than 20 days in succession or 45 days in the aggregate, then Buyer may, at larry time thereafter, cancel the then remaining balance of this Order without liability (expect for such cancellation charges, if any, as may be specifically agreed upon by Buyer in Buyer's solar

discretion).

(b) The term "excusable delay" means any delay in performance or in the making of deliveries under this Order which results without fault or negligence on the part of the party involved and which is due to causes beyond such party's control; "excusable delay" shall not, however, mean or include internal strikes or labor disputes or financial difficulties.

ade internal strikes or labor disputes or financial difficulties.

Buyer may delay delivery or acceptance of the Goods or performance of the Services, by reason of an excusable delay, in which case Seller shall (c) Buyer may delay delivery or acceptance of the Goods or performance of the Services, by reason of an excusable delay, in which case Seller shall hold the Goods and/or delay performance of the Services, at Buyer's direction, until such time as the cause of the prosumable delay has been removed.

(d) Whenever an actual or potential excusable delay is delaying or threatens to delay performance or the making of deliveries under this Order, the delayed party shall immediately give notice and details thereof to the other party.

(e) If, under the terms of this Order, Buyer grants Seller exclusive or single source rights to supply the Goods or Services to Buyer, such grant of rights shall not restrict Buyer's ability and absolute entitlement to procure goods and services which are the same as or similar to the Goods and Services from third parties in the event of (and throughout the period 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.

Goods and Services ordered hereunder. TRANSPORTATION CHARGES, CUSTOMS DUTIES AND TAXES

TRANSPORTATION CHARGES, CUSTOMS DUTIES AND TAXES
(a) Except where the terms of delivery of conditions of transport are stated in this Order to be f.o.b Seller's plant, all transportation, freight and delivery charges shall be at Seller's expense. No charge shall be made for insurance, storage, parking or detention except as stated in this Order, to Unless otherwise stated in this Order, prices include customs duties and expenses and all Federal Provincial, State and local taxes (including import, excise, sales and/or goods and services taxes) applicable to the sale of the Goods or the provision of the Services.

(c) Any reduction in Seller's oxost resulting from a reduction in transportation, finglit and delivery charges, customs duties, import taxes, excise taxes and/or sales taxes from those in effect on the date of this Order shall be credited or paid to Buyer by Seller in reduction of the price of the Goods and/or Sentines.

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 stated in this Order, all customs drawback shall be reserved and retained for, or credited or paid to, Buyer.

VALUE ADDE

Upon request, Seller shall furnish promptly all certificates and other information of domestic value added, properly completed in accordance with applicable governmental regulations.

PAYMENT

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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 within 5 days of the later of (i) 30 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) 80 days after the invoice date.

SET-OFF/SUB-CONTRACTS (a) In addition to any right of set-off provided by law, all amounts due or to become due to Seller from Buyer shall be considered in indebtedness of Seller to buyer (and/pr Buyer's affiliates), and Buyer may deduct or set-off any such indebtedness form any amounts due or to be due to Seller from Buyer.

For purposes of plies or raw materials suyer.

of this Order, Seller shall not enter into any sub-contracts or sub-purchase orders for other than standard commercial terials, except with the express prior written approval of Buyer. CHANGES

CHANGES

(a) Buyer reserves the right to make changes in the drawings, specifications and other provisions of this Order. If any such change causes and increase or decrease in the price of, or the time required for, the delivery of the Goods or the performance of the Services, and equitable adjustment shall be made in the price or delivery/performance schedule, or both, and this Order shall be modified in writing accordingly. No claim under this subparagraph 12(a) shall be asserted by Seller after 30 days following the notification of the 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), major changes in processes or procedures or any changes in the location of the facilities used by Seller for providing the Goods or performing the Services.

PRICE WARRAINY

PRICE WARRANTY

PRICE WARHANIY

Except for changes made in accordance with subparagraph 12(a), Seller warrants that the prices for the Goods and Services are, and shall remain, no less favourable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar goods or service in the same or substantially similar quantities and delivery/ performance requirements. If Seller reduces the prices of such same or substantially similar goods or services during the duration of this Order, Seller shall reduce the prices of the Goods and Services correspondingly. Seller warrants that the prices shown on this Order are complete, and no additional charges of any type shall be added without Buyer's express written consent. Seller expansumes the risk of any event or cause (whether or not foreseeable) affecting such prices.

assumes the risk of any event or cause (whether or not foreseeab WARRANTIES REGARDING THE GOODS AND SERVICES

WARRANTIES REGARDING THE GOODS AND SERVICES
Seller expressly warrants that all of the Goods and Services, including any special tools, dies, jigs, fixtures, patterns, raw materials, machinery and equipment obtained by Seller at Buyer's expense and/or which are to become the property of Buyer under this Order, shall conform to and fulfill 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 the goods constitute such special tools, dies, jigs, fixtures, patterns, raw materials, machinery or equipment, Seller further warrants that same will operate and perform successfully on a commercial scale in accordance with Buyer's usual requirements and methods of operation. Additionally, if Seller fixnows, or has reason to reasonably know, the particular purpose for which Buyer intends to use the Goods or Services, Seller warrants that such Goods or Services shall be fit and sufficient for such protein purpose. Seller warrants between the superior described to the description of the second or described to the confidence of the description of their second or described to the second or severed feet the board feet Buyer of efficience and their second. for such particular purpose. Seller's warranties herein are available to, and are granted for the benefit of, Buyer, Buyer's affiliates and their respective

know, the particular purposes for which Buyer intends to use the Goods or Services, Seller warrants that such Goods or Services shall be fit and sufficient for such particular purpose. Seller's warranties herein are available to, and are granted for the benefit of, Buyer, Buyer's affiliates and their respective successors, assigns, customers and users of products incorporating the Goods or Services. These warranties shall be in addition to all other warranties and conditions, express, implied statutory or otherwise, available under applicable law. Seller shall indemnify as was Buyer, Buyer's affiliates and their respective successors, assigns, customers and users of products incorporation the Goods or Services, harmless from any breach of these warranties and, for greater certainty, no limitations on Buyer's rights or remedies in Seller's documents, if any, shall operate to reduce this indemnification. Self-shall also indemnify and save Buyer Buyer's rights or remedies in Seller's documents, if any, shall operate to reduce this indemnification. Self-shall also indemnify and save Buyer harmless from all liability, damages and associated costs and expenses (including any lost profits, recall costs or other consequential damages) imposed upon Buyer resulting from the acts, ormissions or negligence of Seller is respect of the Goods or Services.

DEFECTIVE GOODS OR SERVICES*

If any of the Goods or Services fall to meet the warranties contained in paragraph 14, Seller shall, upon notice thereof from Buyer at any time, promptly correct, repair, replace or otherwise satisfactorily deal with the defective or non-conforming Goods or Services. Should Seller fail or otherwise be unable to do so within the time-frame or other parameters required by Buyer (and whether or not such time-frame or other parameters are communicated to Seller (i) Buyer may cancel this Order as to the particular defective or non-conforming Goods or Services and/or cancel the then remaining balance of this Order, or (ii) Buyer may, in Buyer's o Shall also apply to s

NEW MAILENALS.

Unless expressly so stated on the face of this Order, none of the Goods are, in any way, governmental or commercial surplus, used, remanufactured, reconditioned or of such age or condition so as to impair their fitness, usefulness or safety.

QUALITY CONTROL AND INSPECTION

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 Buyer's customers) to the extent practicable at all times and places, including the period and place of manufacture. If any such inspection or testing is made on Seller's premises or on the premises of any authorized sub-contractor or agent of Seller, Seller or such authorized sub-contractor or agent, as the case may be, shall provide, without additional charge, all reasonable facilities and assistance. Unless granted by buyer's authorized representatives in writing, no inspection Seller's be an approval or admission by Buyer that the inspected Goods or Services for related work-in-process or other physical inventory) fulfill the terms of this Order. Inspection and approval by Buyer or Buyer's authorized representatives does not preclude rejection or other relief for any existing defects (whether latent or manifest) subsequently discovered. Seller shall provide a 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 nerformance of this Order. workmanship utilized in the performance of this Order.

workingship function in the perioritative of his brown.

(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 the same. To the extent applicable and if and as furnished, from time to time, by Buyer, Seller agrees to comply with Buyer's most recently adopted quality control/assurance specifications and manuals and inspection standards and procedures. Seller shall, whenever requested by Buyer, furnish certificates indicating such compliance

(c) In no case whatsoever shall (i) any inspection or testing by Buyer (or Buyer's customers) of the materials and workmanship utilized in the performance of this Order, (ii) any review or inspection by Buyer of Seller's testing, inspection, quality control or reliability procedures (or related data), or (iii) any acceptance by the Buyer of the Goods or Services, relieve Seller from the strict and complete performance of all of Seller's obligations and warranties under this Order. In no event shall payment be deemed to constitute acceptance by or on behalf on Buyer.

"Commercial Spring & Tool and or our customers reserve the right to inspect our product at your premises during reasonable business hours at no cost to us or our Customer. However such inspection does not relinquish your responsibility to produce, inspect and release product to us that meets with our specifications as outlined in our contractual agreement."

BUYER SITEMS

Any materials machinery, equipment, tools, dies, jigs, fixtures, patterns, drawing, specifications, samples and other facilities, including any replacements thereof, furnished by Buyer to Seller, obtained by Seller at Buyer's expense an/of which are to become the property of Buyer under this Order (collectively), the "Items") shall be (or, when and as Seller obtains rights therein, become) and remain the property of, with the absolute right of possession in, Buyer, and Seller shall use the Items only in the performance of work for Buyer and not otherwise. All Items in the custody or control of Seller or Seller's authorized sub-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 amounts equal to the full replacement value thereof and shall be subject removal at Buyer's written request, in which event Seller shall prepare the Items for shipment and shall deliver them to Buyer in accordance with Buyer's instructions. Seller shall, at Seller's sepanse, maintain all Items in at least as good a condition and repair as when originally received by Seller, reasonable wear and tear excepted, and shall, if and as necessary, replace any Items that are used, worn, damaged or destroyed. Buyer does not provide any representations, assurances, warranties or conditions whatsoever (and whether express, implied, statutory or otherwise) with respect to the Items. Upon the completion or termination of this Order, all Items shall be retained by Seller, at Seller's expense, until disposition directions are received from Buyer. Buyer shall, at such time as may be specified in this Order or as otherwise stipulated by Buyer, acquire title to and the absolute right of possession in any special tooling, the cost of which is fully or substantially amortized in the price of the Goods or Services Buyer Buyer Buyer sole discretion) that Seller is or may be in default under this Order, Seller shall immediately on demand deliver all Items and special

(a) Seller warrants and shall hold and save Buyer, Buyer's affiliates and their respective successors, assigns, customers and users of products incorporating the Goods or Services, harmiess form all losses an/or liabilities of any nature or kind, including damages, court costs, representation expenses (both internal and external, including 'lost' management and employee time and out-of-pocket expenditures) and legal fees, arising or existing because of the infringement or alleged i Seller warrants and shall hold and save Buyer, Buyer's affiliates and their respective successors, assigns, customers and users of products

CONFIDENTIALITY

Selier shall consider and treat all information. (as defined in this paragraph 20) as confidential and shall not disclose any information to any other person, or use any information for any purpose other that pursuant to and as required by this Order, unless Selier obtains the prior written permission from Buyer's authorized representatives to do so. Buyer retains all rights to and port in the information, and Selier shall not allow any information to be reproduced, communicated or used in any way in connection with services or goods furnished to others, without the specific prior written permission of Buyer's authorized representatives. The term "information" includes all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, reports, working papers, computations and other information whatsoever and in any form or medium furnished, directly or indirectly, by Buyer, or anything derived therefrom. Seller shall not advertise or otherwise disclose the fact that Buyer has contracted to purchase the Goods or Services Poller, nor shall any information relating to this Order or to the Goods or Services be disclosed, without, in each case, the prior written permission of Buyer's authorized

relating to this Order or to the Goods or Services be disclosed, without, in each case, the pnor written permission of Buyers authorized representatives.

DISCLOSURE TO BUYER

Unless otherwise specifically agreed to in advance and in writing by Buyer's authorized representatives, no commercial, financial or technical information disclosed in any form or manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights or remedies against Buyer with respect thereto.

COMPLIANCE WITH LAWS

(a) Seller warrants compliance with all Federal, Provincial, State and local laws, ordinances, rules and regulations, and all amendments thereto, (collectively "Laws"), including environmental and transportation Laws, that are applicable to this Order, and shall furnish Buyer with certificates of such compliance where required thereunder or when requested by Buyer.

(b) Seller also warrants that the Goods and Services shall comply with all applicable codes, standards and regulations, and all amendments thereto, of the governing inspection authorities in the place of use of the Goods or Services or as otherwise specified by Buyer.

(c) Seller shall transport, package and label the Goods and their containers, including, in particular, those inch constitute a health, poison, fire, explosion or other safety hazard, in accordance with all applicable Laws in effect in the place to which the Goods are shipped or as otherwise specified by Buyer.

When the contraction of the Goods are shipped or as otherwise specified by Buyer.

When the contraction of the contraction and provision of applicable material safety data include the proper preparation and provision of applicable material safety data specified by Buyer. Without limitation, such obligations shall include the proper preparation and provision of applicable material safety data sheets (MSDS's) and other prescribed documentation and/or information. INDEMNIFICATION AND INSURANCE

sheets (MSDS's) and other prescribed documentation and/or information.

INDEMNIFICATION AND INSURANCE
(a) Seller shall, if Seller's representatives, employees or agents enter upon any premises owned or occupied by Buyer in the performance of Seller's obligations hereunder (i) indemnify and save harmless Buyer, Buyer's representatives, employees, agents and invitees, from and against all liabilities, demands, claims, losses, costs, damages and expenses by reason or on account of properly hange, 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 caused or contributed to by Seller's negligence, actions or omissions, (ii) ensure that Seller is in compliance with all requirements of the worker's compensation legislation of the jurisdiction in which Buyer's premises are located, and (iii) ensure and remain responsible for the compliance by Seller's representatives, employees and agents with Buyer's unset and regulations of the providence of the providence of the compliance by Seller's premises. Seller agrees that all of Seller's efforts in performance of this Order shall be made as an independent contractor and that the persons engaged in such performance shall not be considered employees of Buyers. Seller further agrees to remove and/or substitute any of Seller's employees when so requested by Buyer (in Buyer's sole discretion) and to ensure that any labour or union affiliations of the employees of Sellers are compatible with the requirements of Buyer.

(b) Seller shall maintain and carry adequate insurance, on a commercially reasonable basis, on Seller's own plant and equipment for the full insurable value thereof, as well as comprehensive general liability insurance, including public liability, product liability and contractual liability coverage, and workers' compensation and employees' liability insurance covering all employees engaged in the performance of this Order, all in amounts and with compensions hereund

alleged claim, or (ii) Seller's failure to comply with all applicable Laws (as required by paragraph 22).

TERNINATION

(a) Buyer may terminate this Order in whole or in part at any time by written notice (including notice by telefax) stating the extent and effective date or such termination. Upon receipt thereof, Seller shall, to the extent directed by Buyer, (i) stop work (and place no further requisitions) 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 30 days (unless Buyer agrees otherwise) from the effective date of such termination. Seller hereby grants Buyer the right to audit and inspect Seller's books, records and all the other documents relating to Seller's termination claims.

(b) Unless 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 provision.

(c) If the parties cannot agree within a reasonable time upon the amount of fair compensation for termination by Buyer, Buyer shall, in addition making payment of the contact price for the Goods and Services delivered or performed and accepted by buyer prior to the effective date of termination, pay to Seller, without duplication, (i) the contract price for Services performed or Goods completed in accordance with the terms of the Services services performed or Goods completed properly allocated or apportioned under recognized commercial accounting practices to the terminated portion of this Order under item (ii) of subparagraph 24(c), and shall credit or apy the amounts so agreed or received as Buyer directs, with an apportionable adjustment for any delivers

IERMINATION UPON DEFAULT

Buyer reserves the right to terminate this Order in whole or in part for default occasioned by Seller's failure 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's fall be liable for damages caused by or resulting from Seller's default.

TERMINATION UPON INSOLVENCY OR BANKRUPTCY

Either party may terminate 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.

ASSIGNMENT

SSIGNMENT
3) Seller shall not assign this Order or any portion hereof or any work hereunder or any interest herein, except that Seller may, with the prior ritten consent of Buyer, make an assignment of monies due or which may become due hereunder to a bank or other financial institution, rovided however, that any such assignment shall be subject to set-off, recoupment or any other lawful means of enforcing any present or future laim or claims which Buyer may have against Seller.

3) Where used in this Order, the term "Seller" shall mean Seller and Seller's heirs, executors, legal representatives, successors and permitted

ssigns, as the case may be.

Buyer shall have the right to assign this Order or Buyer's interest herein to any affiliated person, firm or corporation or to any corporation

ng to Buyer's business

REMEDIES
The remedies reserved in this Order are cumulative, and not alternative, and may be exercised separately or together, in any order or combination and, in the case of Buyer only, are in addition to any other rights or remedies provided for or available to Buyer at Law, in equity or otherwise. Seller hereby waives any claims that it may have against Buyer in tort, under statute or in equity, and confirms that Seller's complete rights and remedies as against Buyer, including rights of indemnity and measure of damages in the event of Buyer's breach or default, are limited to those expressly confirmed by or provided for in this Order.

WAIVER AND MODIFICATION OF THIS ORDER

(a) Either activit feature in point on the state of any order or condition bereaf or failure to aversise.

(a) Either party's failure to insist on the strict and complete performance by the other party of any term or condition hereof or failure to exercise any right or remedy 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 remedies, breaches or defaults, whether of the same or a similar nature or type or not.

(b) No modification of this Order, or waiver of, or addition to, any of this Order's terms and conditions, shall be binding upon Buyer, unless made in writing and signed by Buyer's authorized representatives. In the event of a conflict between the printed conditions appearing in this Purchase order and any notations, modifications, waivers of additions made or expressly accepted by Buyer's authorized representatives, the latter shall supersede and prevail.

GOVERNING! AW

GOVERNING LAW

This Order shall be interpreted and enforced in accordance with the local, domestic laws of the Province of Ontario and of Canada, exclusive of the choice of law rulers thereof. For greater certainty, the U.N. Convention on Contracts for the international Sale of Goods shall not apply to this Order.

THIS ORDER EMBODIES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO NEGOTIATIONS, UNDERSTANDINGS OR AGREEMENTS, VERBAL, COLLATERAL OR OTHERWISE, IN RELATION HERETO EXIST BETWEEN BUYER AND SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER.

