

**ENGINEERED PROFILES LLC
GENERAL PURCHASE ORDER TERMS AND CONDITIONS**

1. Commitment, Acceptance, Rejection of Different or Additional Terms: Engineered Profiles LLC (the "Buyer") will buy only the goods and quantities specified on the purchase order, if any, or as Buyer releases for shipment on specific shipping dates as set forth in Buyer's releases or purchase order (the "Order"). Acceptance of the Order shall be expressly limited to the terms and conditions contained herein (the "Agreement"), and the Order shall be deemed accepted upon written acknowledgement as specified on the face of the Order or the commencement of performance by Seller. Buyer rejects any additional or inconsistent terms and conditions offered by Seller, including any terms or conditions attached to, included in, or accompanying Seller's invoice, at any time and irrespective of Buyer's acceptance of or payment for Seller's items or services. Any provisions printed or otherwise contained in any Seller acknowledgement of the Order, whether consistent with, different, or in addition to the terms and conditions stated herein, and any alteration of the Order, shall have no force or effect. Time is of the essence as to Seller's performance of services or delivery of goods hereunder.

2. Releases, Shipment: Seller will ship all goods both in quantities and at the times specified for delivery to and arrival on the applicable due date at the location designated on the face hereof or in Buyer's written instructions. Seller shall perform all services within the time frame as specified by Buyer within any Service Order. Buyer will have no liability with respect to any goods for which no shipping release or schedule has been given. Buyer may change both the quantities of, and delivery times for, goods previously scheduled for delivery hereunder, including temporary suspensions and postponements, by written notice to Seller at any time prior to shipment. If Seller fails or is unable to deliver any goods at the time herein specified, then unless such failure is specified in paragraph 20, Buyer will direct Seller to deliver such goods by the most expeditious method of transport, including air freight, and Seller will pay or reimburse to Buyer the full cost of such expeditious method of transport. Shipment shall be DPU Incoterms® at Buyer's loading dock.

3. Production Approval, Service Parts: For the production of the goods herein identified, Seller shall be in compliance with the quality standards required by Buyer.

4. Receipt, Inspection: Buyer will have the right to inspect and test all goods delivered to the designated plant or other location under any Order. Buyer may accept and retain, reject and/or revoke acceptance of any or all goods, as Buyer elects, which are delivered at the designated location (1) in a quantity which is either less or more than the authorized quantity, (2) either before or after the authorized time, or (3) in a condition or manner that fails to conform to any requirement of the Order. Buyer will provide a signed certificate of analysis with the delivery or prior to delivery as specified on the Order or in writing from the Buyer and in accordance with the specification for the goods. Seller will pay to Buyer all handling, sorting, packing, transportation and other expenses which Buyer incurs in connection with any goods returned pursuant to this paragraph 4 and, if Buyer elects to retain any goods not conforming to any requirement of the Order, the cost of correcting the non-conforming condition. For purposes of this paragraph 4, transportation costs in connection with goods returned to Seller will include the cost to transport to both the designated location and back to Seller's plant. Buyer, by failing to inspect the goods, shall not be deemed to have accepted defective goods or goods which do not conform to the applicable drawings, specifications, samples, or other descriptions given in all respects; nor shall Buyer, by failing to inspect the goods, be deemed to have waived any rights or remedies arising by virtue of such defects or nonconformance. Work performed under any Order is subject to inspection at Seller's plant by authorized representatives of Buyer, during normal business hours upon reasonable prior notice to conduct inspections and tests of any finished or unfinished goods subject to any Order. Seller will make available its facilities to accommodate the safety and reasonable convenience of such representatives. When reasonably requested upon reasonable prior notice, representatives of Seller will accompany Buyer, to Buyer's customer's facilities for such inspection and testing, at no additional cost to Buyer or Buyer's customer. The acceptance by Buyer of any goods or services under any order will not be deemed to limit or affect any warranty or right of indemnity granted by Seller under such Order, this Agreement, or otherwise.

5. Changes: Buyer may direct Seller to make changes of any kind by written notice to Seller, including changes in (1) drawings, designs, and specifications, (2) physical composition and structure, (3) methods of packing and shipment, (4) quantities to be delivered, (5) time and place for delivery, and (6) performance of services. Buyer, at its sole discretion, may make an equitable adjustment in the purchase price, delivery schedule, and any other provision of the Order that may be required for such changes. Seller may submit a request for equitable adjustment to the price or schedule provided such request is related to the specified change, is submitted within twenty(20) days of the change notification and is accompanied by justification for the request. Disposition of the request shall be at the Buyer's sole discretion. Seller will not make any change in the design, physical composition or structure of the goods, any specifications applicable to the goods, or any process used to manufacture the goods or perform services, including any component thereof, without Buyer's prior written approval. Notwithstanding the foregoing, no adjustment to the benefit of Seller will be made: (a) for any change to delivery schedule when delivery is rescheduled within three (3) months of the originally scheduled delivery date; or (b) for any change made necessary by reason of defects or nonconformities for which Seller would be liable under the terms of the Order or this Agreement or otherwise; or (c) for any change to delivery schedule if the amended delivery schedule is commensurate with any delivery schedule changes received by Buyer from its customer. Upon prior written request and subject to Buyer maintaining the confidentiality thereof, Seller will make available its books and records for Buyer's examination to allow Buyer, its authorized representatives and its customers to verify any claim for adjustment by Seller.

6. Packing, Marking, Shipping: Seller will properly pack, mark, route and ship all goods and containers thereof in accordance with Buyer's packaging, labeling and barcode specifications. In the absence of specified packaging instructions, Seller shall adhere to best industry standards for the type of goods and ensure protection of goods from handling and environmental hazards. Seller will reimburse to Buyer all expenses which Buyer incurs as a result of improper packing, routing or shipping. Seller will make no charge for containers, crating, boxing, handling, damage or storage without Buyer's prior written authorization unless otherwise specifically provided in the Order. Seller shall mark the number of each Order on each container and enclose a packing slip with the Order number in each container.

7. Risk of Loss: Unless otherwise specified in the Order, title and risk of loss of the goods shall remain with Seller until the goods are delivered at the named place specified in the Order, or if no such point is specified, when the goods are delivered to Buyer. If, however, goods are of an explosive, flammable, toxic, or otherwise hazardous nature, Seller shall hold Buyer harmless from and against any and all claims asserted against Buyer for personal injury and/or property damage caused by the goods, or by the transportation of the goods, until completion of unloading at Buyer's plant.

8. Hazardous Materials: All hazardous materials will be packaged, shipped and handled in accordance with all applicable laws and regulations. Supplier will provide an MSDS for all hazardous goods. A shipment containing hazardous and non-hazardous goods must have separate packing sheets for each.

9. Pricing, Taxes: The price for goods and services will be the amount shown on the Order and includes all charges related to preparation for and actual fabrication and delivery of the goods or performance of services, except as otherwise expressly set forth herein or agreed in writing by Buyer, and any taxes or duties imposed on Seller and required by law to be paid by Seller. All prices set forth herein are not subject to increase unless Buyer first approves in writing any such written request for increase from Seller that Seller provides to Buyer at least ninety (90) days prior to the date of such anticipated increase along with supporting justification and rationale, including evidence of actions taken by Seller to avoid such price increase. The price herein specified for the goods and services will not exceed the price that Seller offers or has agreed, on the date of shipment or performance hereunder, to sell the same or like goods or services to another similarly-situated purchaser on terms and conditions substantially similar to those set forth herein.

10. Invoices, Payment: Seller will provide to Buyer at the location shown on the face of the Order an invoice for each separate shipment of goods or performance of services. Each invoice will include all information required by other provisions of the Order, including applicable part number and purchase order number. Buyer will pay to Seller the purchase price of goods and other charges shown in the applicable invoice in full within forty-five (45) days of receipt of proper invoice, or the goods, whichever is later. Seller will not submit an invoice for goods before delivery at the designated location. If Buyer disputes the amount of any invoice or if the invoice contains errors, Buyer may return the invoice to the Seller unpaid, deduct the amount in dispute, and additionally, Buyer may deduct from and set off against any amount due or to become due to Seller hereunder any amount which Seller owes to Buyer under the Order or otherwise. Failure to comply with invoice requirements outlined herein may result in a delay in payment by Buyer and a postponement of the due date until such a time that Seller has remedied such non-compliance. If, in its discretion, Buyer accepts any shipment ahead of schedule, Buyer may make payments therefor on the basis of the scheduled delivery date. The date for the calculation of Buyer's entitlement to take a discount under any Seller invoice will be the date goods acceptable to Buyer are delivered, or the date an acceptable invoice is received, whichever is the later.

11. Bailed Property, Tooling: Buyer will be and remain the exclusive owner of any personal property, however denominated, whether or not attached or otherwise affixed to any real property, which Buyer provides to Seller in connection with the Order or the cost of which Buyer has paid to Seller. All Tooling, either furnished or specifically paid for by Buyer for use in the manufacture of Products, shall remain wholly the property of Buyer. Such Tooling shall be properly marked by Seller as "Property of Engineered Profiles LLC" and shall have an Asset Number assigned by Buyer. Seller shall sign any forms reasonably requested by Buyer to provide record notice of Buyer's interest in the Tooling. Buyer's Tooling shall be used solely for the production of goods for Buyer and shall not be used by Seller for any other purpose unless agreed to in writing in advance by Buyer. Seller will bear the risk of loss of and/or damage to such Tooling while in Seller's custody, normal wear and tear excepted. Seller waives all rights of subrogation against Buyer in respect of any injury to or death of any of its employees, which arises in connection with any property of Buyer in its possession. Upon the termination or expiration of the Order, Seller's right to the use of any of Buyer's Tooling, Tooling designs, etc., whether internal or external to Seller's premises, shall immediately terminate, and Buyer's Tooling will be placed immediately by Seller in a segregated area to await disposition by Buyer. Seller shall make such Tooling immediately available to Buyer upon Buyer's request.

12. Plant Inspections: Seller will permit Buyer's agents to enter Seller's premises at reasonable times and after reasonable notice to inspect goods being fabricated, determine Seller's compliance with the Order, including use and maintenance of Buyer's property, and inspect any books and records of Seller which are related to Seller's performance of the Purchase Order.

13. Warranty: Seller represents and warrants to Buyer, as of the time of delivery hereunder, that (1) title to all goods will pass to Buyer free and clear of any claim or lien of any third person asserting through or against Seller; (2) all goods will expressly conform to all applicable drawings, specifications, samples and/or descriptions, whether furnished by Seller or Buyer, and will be merchantable and both suitable and usable by Buyer for the intended purpose; (3) all goods will be free of any defect in material, workmanship and design if Seller has designed the goods; (4) all services shall be performed in a workmanlike manner; and (5) all goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and all orders and regulations issued by the Administrator of the Wage and Hour Division pursuant to Section 14 thereof. Seller will pay or reimburse to Buyer all expenses which Buyer incurs in connection with any repair or replacement of (i) any goods delivered hereunder due to any such defect, and (ii) additionally, any product which incorporates any goods delivered hereunder. Buyer sells to any customer and Buyer is required to repair or replace due to any such defect under any warranty made by Buyer in respect thereof. Deliveries of corrected or replaced goods or services shall be accomplished promptly and shall be accompanied by written notice specifying that such goods or services are corrected, repaired or replaced. Buyer's remedies with respect to this warranty shall not be limited, restricted or disclaimed in whole or part by any other terms or conditions. Goods required to be corrected or replaced shall be subject to further inspection in the same manner and to the same extent as goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance.

14. Indemnity: Seller will defend, at its own expense, any claim, lawsuit or other proceeding brought against Buyer or any of its customers to the extent based on a claim that Seller's performance of any service hereunder, or any defect in material or workmanship of any goods (or in the design thereof if Seller designed same) delivered hereunder, caused or contributed in any way to the death of or injury to any person or damage to or destruction of any property, and Seller will indemnify, defend and hold Buyer harmless for all damages, attorney fees, and costs incurred or awarded therein. As used herein, a defect includes the failure to affix safety warning to the goods and to provide adequate use instructions. In the event that any of Buyer's products are subject to any recall action or investigation (as required by any governmental agency or authority) due to a defect that is attributable to the goods or services supplied by Seller, Seller shall indemnify, defend and hold Buyer harmless for any and all costs and expenses, including administrative expenses, incurred by Buyer or for which Buyer becomes obligated to any third party in connection with such recall or investigatory event. To the extent that Seller causes or contributes to any delay or damages affecting Buyer, or for which Buyer may be held accountable to any third-party, Seller shall be obligated to pay to Buyer all actual, consequential, special and/or liquidated damages associated with any such delay or damages hereunder.

15. Insurance: Seller will maintain, at its own expense, the following minimum primary and/or excess insurance coverages with the following minimum limits: (i) statutory workers' compensation; (ii) employer's liability of U.S. \$5 million; (iii) commercial general liability (including products/completed operations and contractual liability coverage) of \$5 million bodily injury or property damage per occurrence; and (iv) automotive liability (covering owned, non-owned and hired vehicles) of \$5 million bodily injury or property damage per accident. In addition, Seller shall maintain (i) all-risk property coverage, including transit, and theft coverage for goods, whether or not owned by Buyer, that have been ordered by Buyer and are in the care, custody or control of Seller, its agents or contractors, and (ii) any other insurance coverages that Buyer deems appropriate. Upon Buyer's request, Seller will promptly furnish certificates of insurance indicating the foregoing coverage, naming Buyer as an additional insured where deemed appropriate by Buyer, and requiring written notice to Buyer at least thirty (30) days prior to the cancellation, reduction or non-renewal of any such coverages.

16. Intellectual Property Rights: All intellectual property rights (including without limitation patents, copyrights, trade dress, and trademarks) in any and all specifications, designs, drawings, notes, data, documentation, information and other intellectual property that: (i) are supplied by or on behalf of Buyer to the Seller; and/or (ii) arise from the performance of work in pursuance of an Order; and/or (iii) are included in the goods or services supplied by Seller under any Order, shall (in the case of (i) above) remain the property of Buyer and (in the case of (ii) and (iii) above) be considered as a work for hire and be deemed to be the property of Buyer, and the Seller shall promptly take all necessary steps and do all necessary acts (at Seller's sole expense) to vest such intellectual property rights in Buyer. Seller assigns all rights, title and interest to any such intellectual property to Buyer including all rights to registration, publication, rights to create derivative works and all other rights that are incident to ownership. In the event that any court holds such creative works not to be works for hire, Seller agrees to assign such intellectual property rights to Buyer at Buyer's request in consideration of the price paid for goods or services hereunder. Such intellectual property and intellectual property rights shall not be used by Seller except to the extent required for the purposes of the Order, nor copied or communicated by Seller to any other party, without the prior express written consent of Buyer. All such specifications, designs, drawings, notes, data, documentation, information and other

**ENGINEERED PROFILES LLC
GENERAL PURCHASE ORDER TERMS AND CONDITIONS**

intellectual property referred to above shall be returned/provided (together with all copies thereof) to Buyer immediately upon request or in any event on completion or termination of the Order. The Seller represents and warrants that the purchase, use, sale and/or other exercise of the goods or services by Buyer and/or its customers will not infringe any intellectual property right(s), including without limitation any patent, trade dress, copyright, or trademark, in each case whether registered or unregistered, in existence or pending anywhere in the world at the date of delivery of the goods or services supplied. Seller will defend, at its own expense, any claim, lawsuit or other proceeding brought against Buyer or any of its customers to the extent based on a claim that the goods specified or designed by Seller or any part thereof or any device or product resulting from use thereof constitutes an infringement of any applicable patent, and Seller will pay all damages, attorney fees and costs awarded therein. If any such goods, parts, devices or products are held to constitute an infringement and use thereof is enjoined, Seller, at its own expense and its option, will either procure for Buyer or its customer the right to continue using same, modify same to avoid infringement, replace same with a non-infringing article, or refund the full purchase price thereof and pay all costs which Buyer and/or its customer incurs in connection with receipt and return thereof. The names and trademarks of each party and its affiliates will remain the sole and exclusive property of that party or its affiliate. A party will not use any name or trademark of the other party or any of its affiliates for any purpose whatever without the owner's prior written authorization.

17. Trade Secrets; Confidential Information: All patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials which Buyer provides to Seller in connection with the Order, whatever the form, whether printed, documentary, electronic media or otherwise, are confidential, will be deemed to contain trade secrets and will be and remain the property of Buyer unless otherwise agreed in writing. Seller shall keep confidential and not disclose or use (except solely to perform Seller's obligations hereunder) any such confidential information of Buyer. All work performed or created by Seller for Buyer, and any material which Seller delivers to Buyer, hereunder shall be deemed a work made for hire, and all rights thereto shall belong exclusively to Buyer. Upon fulfillment or termination of any Order, and as otherwise directed by Buyer, Seller will at its own expense, subject to the specific instructions of Buyer, either dispose of all information supplied by Buyer or return such information to Buyer. The foregoing obligations are in addition to and not as a replacement for any obligations under any nondisclosure agreements in place between the parties.

18. Termination: Time is of the essence in the Order. It is a default under any Order or this Agreement if Seller: (i) refuses or fails to deliver any goods or perform any services within the time specified in such Order except as provided herein; (ii) fails to comply with any other provision of such Order or this Agreement; (iii) fails to make progress so as to endanger performance of such Order in accordance with its terms and this Agreement, or repudiates such Order; or (iv) suspends its business or becomes insolvent or subject to any law relating to bankruptcy, insolvency or relief from creditors, or takes any action in anticipation thereof. Buyer may terminate the Order, in whole or in part, at any time by written notice to Seller, whether or not Seller is in default of any obligation hereunder and without regard to the existence of any cause or event specified in paragraph 20 herein. Buyer may cancel any Order at any time without cost to Buyer in the event that Buyer's customer cancels a corresponding order to Buyer. After receipt of a termination notice, unless Buyer otherwise directs, Seller will immediately terminate all work under the Order and, additionally, (1) terminate all orders and subcontracts relating to this Order; (2) settle all claims arising out of such terminations, (3) transfer title and deliver to Buyer all completed work which conforms to the requirements of the Order and does not exceed the quantity authorized for shipment to Buyer; and (4) take all action necessary to protect property in Seller's possession in which Buyer has or may acquire an interest. If Buyer terminates or cancels an Order for any cause not related to Seller's negligence or misconduct, Seller may submit a claim for adjustment. Seller's claim will be subject to Buyer review and negotiated settlement. Any claim must be asserted in writing within 30 days of Seller's receipt of notification of the Order's termination. Upon termination of an Order, Buyer shall pay Seller for services rendered to the date of termination notice. Buyer shall have access to Seller's premises and records prior or subsequent to payment, to verify charges supporting any termination claim. The Seller shall use its best efforts to mitigate the costs arising from such termination. In no case shall the amount payable by Buyer for the terminated work exceed the price which would have been payable by Buyer had the work been completed. The provisions of this paragraph shall not apply if Buyer cancels the Order due to Seller's default.

19. Remedies: In the event of Seller's breach of contract related to any Purchase Order, Buyer may take any or all of the following actions, without prejudice to any other rights available to Buyer at law: (a) require Seller to repair or replace nonconforming goods with conforming goods, and upon Seller's failure or refusal to do so, repair or replace the nonconforming goods at Seller's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return the goods to Seller for credit or replacement at Buyer's option, said return to be made at Seller's cost and risk; or (c) cancel any outstanding deliveries hereunder, and treat such breach by Seller as a repudiation of the contract. In the event of Buyer's breach hereunder, Seller's exclusive remedy shall be recovery of the goods or the purchase price payable for goods shipped prior to such breach. Buyer shall not be liable to Seller for manufacture or procurement of materials in advance of the leadtime in accordance with the latest Order or delivery schedule. As a material term of this Agreement, Seller agrees that any manufacture or order of materials in advance of Seller's lead-time shall be solely at Seller's risk and Buyer assumes no liability for manufacture or procurement in advance of Seller's lead-time. **UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXBUYERLARY DAMAGES OR DAMAGES FOR LOST PROFIT, REVENUE, OR OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR SIMILAR DAMAGES.**

20. Excusable Delays, Force Majeure: Neither party will be liable for failure to perform any of its obligations under the Order during any period in which that party cannot perform due to acts of God beyond the party's control, including, but not limited to, fire, flood, or other natural disaster, war, embargo, or riot (a "force majeure condition"), provided that the party so delayed immediately notifies the other party of the delay, except that Seller shall not be excused from performance for circumstances relating to Seller's own labor force, including labor strikes and lockouts. If Seller's performance is delayed by force majeure conditions for a cumulative period of thirty (30) days or more, Buyer may terminate the Order by giving Seller written notice, which termination will become effective upon receipt of such notice. If Buyer terminates the Order under this paragraph 20, its sole liability under the Order will be to pay any balance due for conforming goods, products or services (1) delivered by Seller before receipt of Buyer's termination notice; and (2) ordered by Buyer for delivery and actually delivered within fifteen (15) days after receipt of Buyer's termination notice. If Seller cannot deliver goods or services hereunder because of a force majeure condition, Buyer may immediately seek substitute performance.

21. Suspension of Work: Buyer may, at any time, by written stop-work order to Seller, require Seller to stop all, or any part, of the work called for by an Order for a period of 90 days after the Order is delivered to Seller, or longer in the event of a design change or if Buyer receives a stop-work order from its customer, and for any further period to which the parties may agree. Upon receipt of the stop-work order, Seller will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Within the indicated 90- day or other longer period, Buyer will: (i) cancel the stop-work order, (ii) let such stop-work order expire, or (iii) terminate the work covered by the stop-work order. Upon cancellation or expiration of a stop-work order, the Seller shall immediately resume work under the affected Order. If a stop-work order is cancelled or allowed to expire, and the suspension effected thereby has a material effect on Seller's costs or ability to meet the Order's delivery schedule, Buyer will make an adjustment in the delivery schedule or purchase price (but with no increase in profit allowed), or both, and the Order will be modified accordingly, but only if requested by Seller in writing within thirty (30) days after the suspension ends.

22. Further Assurances; NAFTA: In performance of the Order, Seller will comply with all applicable federal, state and local laws, Presidential Executive Orders, and regulations issued thereunder, including,

without limitation, Executive Order No. 11246 and 11375, the Federal Occupational Safety and Health Act of 1970, the Federal Hazardous Material Transportation Safety Act of 1994, the Foreign Corrupt Practices Act, and the Federal Toxic Substance Control Act of 1976, all as amended. Seller further assures Buyer that all goods and containers of goods delivered hereunder will conform to the requirements of such laws, orders and regulations. Seller shall provide annually to Buyer accurate and complete North American Free Trade Agreement (NAFTA) Certificates of Origin for the goods supplied to Seller hereunder. The NAFTA Certificate of Origin must be completed in accordance with regulations published by the U.S. Department of Treasury in the Federal Register and any amendments thereto, and in accordance with instructions issued to the Seller by Buyer. Upon a change in the NAFTA content of any goods supplied by Seller to Buyer hereunder, Seller shall immediately provide Seller with a new NAFTA Certificate of Origin.

23. Disputes, Applicable Law: The Order, and any dispute among the parties related to same, will be governed by the laws of the state in which the Buyer's plant receiving the goods being provided hereunder is located, but specifically excluding the provisions of the U.N. Convention on Contracts for the International Sale of Goods and without giving effect to its conflict of laws principles. The parties agree that the courts of such state shall be the exclusive venue for, and have exclusive jurisdiction over, any dispute arising with respect to any good or service provided in connection with these terms and conditions or any Order placed by Buyer. Provided, however, that in the event of any controversy, claim or dispute arising out of or relating to an Order (a "Dispute"), Buyer and Seller shall first seek to resolve the matter amicably through mutual discussions to be initiated by written notice by the aggrieved party to the other party as promptly as possible after a Dispute arises and to be conducted diligently in good faith by both Buyer and Seller. Such discussions may be conducted over the telephone, or at a meeting or meetings, held at the principal offices of Buyer, or at such other location as the parties may agree, and must be concluded within 30 days. The remedies herein specified are in addition to, and not in limitation of, any other remedies available to Buyer at law or in equity.

24. Assignment: Seller may not assign or transfer any right or obligation hereunder, including the right to money, without Buyer's prior written approval. Any such assignment or transfer made without Buyer's prior approval, whether by operation of law or otherwise, will be void and have no force or effect.

25. Purchase Orders Involving Services: If the Order involves the performance of services by Seller on Buyer's premises, Seller shall indemnify and save and hold Buyer harmless from and against any and all claims and liabilities for injury or death to any person and/or damage to any property arising out of Seller's performance under the Order. Seller shall obtain and pay for Worker's Compensation and Employer's Liability Insurance, public liability and property damage insurance to insure against such injuries in amounts acceptable to Buyer and reasonable for the service being performed. Seller shall furnish Buyer with insurer's certificates evidencing such insurance, which certificates shall provide that the coverage evidenced thereby shall not be cancelled except upon thirty (30) days prior notice to Buyer.

26. Setoff: All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of the related Order or any of Buyer's other Orders with Seller, without respect to when Buyer's right to setoff or counterclaim arose.

27. Enforcement: Any Order may be performed, and all rights against Seller may be enforced, wholly or in part by Buyer or any of Buyer's parents, subsidiaries, or affiliates.

28. Savings Clause: Any of the terms and conditions of the Order deemed to be unreasonable by a court of competent jurisdiction shall be enforced to the extent the court deems it to be reasonable, and the remainder of the terms and conditions shall be unaffected and enforced to the fullest extent permitted by law.

29. Entire Agreement; Future Changes: These terms and conditions constitute the entire agreement between the parties and no change to or modification of the Order shall be binding upon Buyer unless signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing the Order. The current version of this Agreement supersedes all previous Terms and Conditions issued by Buyer. Buyer reserves the right to unilaterally modify or amend any term or condition of this Agreement at any time without prior notice.

30. Hazardous Substances and MSDS: Seller is required to provide a Material Safety Data Sheet (MSDS) if a product is hazardous as defined in OSHA 29 CFR 1910.1200. All MSDS will be provided to the appropriate Buyer site as stated in the Order. This provision applies to all orders for chemical products and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad goods.

31. Security For Buyer Information Stored by Seller: If Seller receives and holds Buyer Information on its information systems, Seller shall maintain effective information security to ensure the secure storage and/or processing of Buyer Information (as defined below) at Seller's facility and to facilitate the exchange of information between Buyer and Seller. As used in this provision, "Buyer Information" means (i) Confidential Information (as defined in section 17, above) owned by Buyer; (ii) information managed by Buyer; (iii) information that Buyer is obligated to manage and protect on behalf of others; and (iv) personally-identifiable information relating to an identified or identifiable employee of Buyer or others that is protected by various privacy laws (current or future) as applicable throughout the world. Seller agrees to install and implement security hardware, software, procedures and policies that will provide reasonable and effective information security. Seller agrees to update such hardware, software, procedures and policies as may be needed from time to time to utilize improved technology and to respond to more sophisticated security threats in order to maintain a level of security protection appropriate for the information involved and the current state of security solutions. Seller shall use reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees from accessing the Buyer Information and assure that all Buyer Information and applicable software is appropriately backed up and recoverable in the event of a disaster.

32. Relationship of Parties: Seller and Buyer are independent contracting parties and nothing in an Order shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third party beneficiaries to an Order, except as specifically provided in writing by Buyer.