

SMT, Corp.  
Purchase Order Terms and Conditions

1. **Applicability.** (a) This purchase order is an offer by SMT, Corp. (the “**Buyer**”) for the purchase of the goods and the provision of related services specified on the face of this purchase order (the “**Goods**”) from the Party to whom the purchase order is addressed (the “**Seller**”) in accordance with and subject to these purchase order terms and conditions (the “**Terms**,” and together with the terms and conditions on the face of this purchase order, this “**Order**”). Buyer and Seller shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to this Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Order. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The Terms hereof shall prevail over any terms or conditions contained in any other documentation relating to this Order, including in or on Seller’s invoices, acknowledgments, forms, correspondence, or website, and these Terms expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order or that purports to apply to this Order. In the absence of the inclusion of these Terms with respect to any other order between Buyer and Seller, these Terms shall be deemed included and shall also apply. (b) These Terms shall also apply to any repaired or replacement Goods provided by Seller hereunder. (c) Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. (d) The only employees of Buyer authorized to issue, amend or cancel this Order are its (i) purchase agents and (ii) chief executive officer or president (each, an “**Authorized Representative**”). It is Seller’s express responsibility to ensure that this Order is issued by one of the aforementioned Authorized Representatives of Buyer. Issuance by an unauthorized employee of Buyer or any person other than an Authorized Representative may result in Buyer not honoring this Order.

2. **Acceptance.** This Order is not binding on Buyer until Seller accepts this Order in writing or starts to perform in accordance with this Order and provides Buyer with notice thereof. If Seller does not accept this Order in writing or provide written notice that it has commenced performance by the first business day following Seller’s receipt of this Order, this Order may be withdrawn at any time by Buyer. Any purported acceptance of this Order that contains terms and conditions that states terms additional to or different from the Terms or which materially alters the Terms shall not constitute an acceptance of this Order and is hereby rejected. Notwithstanding the foregoing, Seller’s commencement of performance hereunder shall constitute acceptance of all terms and conditions hereof. Buyer may withdraw this Order at any time prior to Seller’s acceptance.

3. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). Time is of the essence with respect to delivery of the Goods. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Order immediately by providing written notice to Seller, including without limitation by written electronic notice. If at any time Seller believes that it will not be able to perform as of the Delivery Date, Seller shall promptly notify Buyer in writing of the reasons for, and the estimated duration of, its delay. Acceptance of late delivery by Buyer shall not be deemed a waiver of Seller’s indemnification obligations for breach of the Terms.

4. **Quantity.** If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis. If Seller fails to deliver the Goods in the quantity specified in this Order, Buyer may terminate this Order immediately by providing written notice to Seller, including without limitation by written electronic notice.

5. **Nonconforming Goods.** All Goods must be new, unused, comply with all warranties hereunder and be in original manufacturer’s condition. All other Goods shall be considered Nonconforming Goods as defined in this Section. Nonconforming Goods shall include, but not be limited to: Goods that are not contained and sealed in the original manufacturer’s packaging; refurbished parts; programmed parts; parts with bent, formed or oxidized leads; test dots or test markings; Goods delivered in non-electrostatic discharge packaging; Goods delivered exceeding acceptable moisture sensitivity levels; Goods damaged by shipment or otherwise; Goods that fail Buyer’s electrical testing (in the event that any Good fails such testing, Buyer will provide Seller with a detailed testing report demonstrating such failure); Goods that do not meet AS9120, AS6171 and AS6081 inspection criteria (which are incorporated herein by reference); Goods improperly sourced pursuant to Section 6 of these Terms; and Goods with mixed date codes contained within individual reels, cut tape or tubes (unless expressly specified in this Order) (collectively, “**Nonconforming Goods**”). Seller’s obligation to provide conforming Goods shall survive any delivery, inspection, acceptance or payment for Goods delivered under this Order. **Seller must be aware of their obligation to product safety and the importance of ethical behavior.**

6. **Prohibited Countries.** Buyer does not accept Goods sourced from the following jurisdictions for any applications in the defense or aerospace industries unless expressed specified in this Order: China, India or Africa. Seller represents that, with respect to any Goods intended for use in the defense or aerospace industries, it has not sourced the Goods from such jurisdictions nor is Seller aware, after due investigation, that any prior owners or possessors of the Goods have obtained the Goods from any of these jurisdictions. Seller acknowledges that Buyer has fully advised it of the intended use of the Goods.

7. **Delivery Location.** All Goods shall be delivered to the address specified in this Order (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed in writing by Buyer.

8. Shipping Terms. Delivery shall be made in accordance with the terms on the face of this Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer with all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer, on the same business day Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to this Order. Seller is solely responsible for ensuring the accuracy of all customs documentation, including but not limited to, declared values and pro forma invoices. Buyer shall not accept invoices for shipping, customs or any other purpose which underrepresent the final cost of the Goods to the Buyer. Buyer maintains and carries insurance as set forth in the attached insurance binder. Seller shall have no obligation to insure a shipment under this Order unless specified on the face of this Order.

9. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

10. Packaging. All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in conformance with the terms of this Order and in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller shall separately number all cases and packages, showing the corresponding number on invoices. An itemized packing slip bearing the purchaser order number shall be placed in each container.

11. Amendment and Modification. Buyer objects to any different or additional terms beyond the Terms presented herein. No change to this Order or additional term beyond these Terms is binding upon Buyer unless the amendment or document purporting to make such change: (a) is in writing, (b) specifically states that it amends this Order, and (c) is signed by an Authorized Representative of Buyer. Without limiting the foregoing, Seller shall not substitute any other goods for the Goods or change Seller's source of the Goods without Buyer's prior written authorization.

12. Source and Authenticity of Goods. If Seller is a Franchise/Authorized Distributor (as defined below), Seller represents and warrants that it is selling the Goods to Buyer as a Franchise/Authorized Distributor of the manufacturer of the Goods. Upon Buyer's request, Seller shall provide such documentation evidencing its status as a Franchise/Authorized Distributor in good standing with the manufacturer of the Goods to Buyer's reasonable satisfaction, otherwise Seller shall be deemed a Broker Distributor (as defined in Section 14 hereof). Seller shall immediately inform Buyer in writing in the event it is no longer a Franchise/Authorized Distributor for the manufacturer of the Goods. All Goods delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Seller represents that it has established and maintains a material authenticity process that ensures that the requirements of this Section 12, or other authenticity requirements in this Order, are met. Seller's obligation to substantiate authenticity shall survive any delivery, inspection, acceptance or payment for Goods delivered under this Order. Seller shall immediately notify Buyer if Seller cannot provide Goods traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer. For purposes of this Order, the term "**Franchise/Authorized Distributor**" shall mean Seller is authorized by an original component manufacturer to sell authentic products of that manufacturer to third parties within a specified distribution region and to provide the manufacturer's warranty on all such products.

13. Inspection and Rejection of Nonconforming Goods and Defective Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines in its sole discretion that the Goods are Nonconforming Goods or Defective Goods (as defined in Section 17 hereof). If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Order in its entirety and immediately receive a full refund for the Price paid, (b) accept the Goods at a reasonably reduced price, or (c) require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, (i) immediately issue a return authorization number ("**RMA**"), (ii) replace the Nonconforming Goods or Defective Goods within such time frame as specified by Buyer, and (iii) timely pay for all related expenses, including, but not limited to, transportation charges for the return of the Nonconforming Goods or Defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may elect to replace the Goods with goods from a third party, charge Seller the cost thereof, and terminate this Order for cause pursuant to Section 22. Any and all costs and expenses incurred by Buyer in obtaining such replacement goods (including delivery and performance) shall be set off against any moneys due or to become due to Seller or shall be recoverable as damages hereunder. Any inspection or other action by Buyer under this Section 13 shall not reduce or otherwise affect Seller's obligations under this Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Buyer's acceptance of any Goods of a nonconforming or defective nature shall not bind Buyer to accept future shipments of Nonconforming Goods or Defective Goods, nor deprive Buyer of the right to return Nonconforming Goods or Defective Goods already accepted or received thereafter. All testing of Goods may be done by Buyer in its facilities or sent to a third-party test facility, in the sole determination of Buyer, and Seller shall accept all test results arising out of testing done in accordance with applicable standards/certifications.

14. Suspect, Fraudulent, Unapproved, Suspect Unapproved or Counterfeit Goods. Buyer's purchasing policy strictly adheres to AS9120 and AS6081 standards and all Goods must meet AS9120 and AS6081 inspection criteria. Goods that are Suspect, Fraudulent, Unapproved, Suspect Unapproved or Counterfeit, as defined in this Section, do not meet AS9120 and AS6081 inspection criteria and Seller shall not furnish such goods to Buyer under this Order. In the event that Buyer determines in good faith that the Goods delivered under this Order are Suspect, Fraudulent, Unapproved, Suspect Unapproved and/or Counterfeit, Seller shall (a) immediately, upon request of Buyer, disclose to Buyer in writing the source(s) of the Goods, providing all contact information for the supplier(s) accompanied by all of Seller's purchase information for the Goods from such supplier(s), (b) be liable to Buyer for the return of the Price, (c) be liable to Buyer and its customer for all costs and

expenses incurred relating to the removal and replacement of such Goods, including without limitation Buyer's and its customer's external and internal costs of removing such Goods, acquiring replacement goods, and/or reinstallation of conforming Goods after such Goods have been exchanged, (d) be liable to Buyer for all internal and external costs and expenses incurred for any testing or validation necessitated by the delivery of such Goods, and (e) be liable to Buyer for all costs relating to the shipping of such Goods for testing, destruction, confiscation, reporting or otherwise. Upon receipt of any Suspect, Fraudulent, Unapproved or Counterfeit Goods, Buyer may, in its sole discretion, (i) seize, quarantine, or otherwise impound such Goods, (ii) surrender such Goods to the appropriate federal or state authorities for confiscation and/or destruction, (iii) file a Government Industry Data Exchange Program ("GIDEP") alert when applicable, and (iv) file a complaint with ERAI, Inc. against any provider or sub-provider of such Goods when applicable. Buyer's remedies described herein shall not be limited by any other Term in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. For purposes of this Order: "**Suspect**" shall mean any Goods in which there is an indication that it may have been misrepresented by the supplier or manufacturer and may meet the definition of Fraudulent Goods or a Counterfeit Goods; "**Fraudulent**" shall mean any Good that Seller has misrepresented to Buyer as meeting Buyer's stated requirements; "**Unapproved**" shall mean any Goods that were not produced or maintained in accordance with approved or acceptable data and applicable statutory, regulatory and Buyer's requirements; "**Suspected Unapproved**" shall mean any Goods in which there is objective and credible evidence indicating that the Goods are likely unapproved or counterfeit goods; "**Counterfeit**" shall mean any Goods that are confirmed to be a copies, imitations, or substitutes that have been represented, identified, packaged or marked as genuine, and/or altered by a source without legal right to do so and with intent to mislead, deceive or defraud; and "**Broker Distributor**" shall mean a type of independent distributor that works in a "Just in Time" environment, who searches the industry and locates parts that meet customer target prices and other customer requirements, and does not have contractual agreements or obligations with an original component manufacturer.

15. **Price and Payment.** The price and payment terms of the Goods is stated on the face of this Order (the "**Price**"). Unless otherwise specified on the face of this Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Seller is solely responsible for its payment to proper taxing authorities for all of its sales, use and similar taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller represents that the Price is no higher than prices charged for goods and services provided on similar terms and conditions to other purchasers and that the Price complies with applicable government regulations in effect at the time of Order placement and as of the Delivery Date. Seller shall provide notice of the cash-on-delivery Price to Buyer via email or facsimile no less than seven (7) business days prior to the Delivery Date. Payment to Seller is contingent upon Buyer's receipt and acceptance of the Goods on the Delivery Date and at the Delivery Location, subject to Sections 12, 13, 14 and 17 hereof.

16. **Set-off.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

17. **Warranties.** Seller warrants to Buyer that all Goods and parts of Goods will: (a) be free from any defects in quality, workmanship, material and/or design, as applicable; (b) strictly conform to applicable descriptions, specifications, drawings, designs, samples, Seller's promises and representations, and all requirements specified by Buyer in this Order; (c) be fit for their intended purpose and operate or be usable as intended; (d) be merchantable; (e) not constitute Suspect, Fraudulent, Unapproved or Counterfeit Goods; (f) be free and clear of all liens, security interests or other encumbrances; (g) not infringe or misappropriate any third party's patent or other intellectual property rights; (g) carry the original manufacturer's warranty, (i) not experience data integrity, undetected data loss, or related issues, and shall conform with any other related requirements specified in this Order; (j) to the extent the Goods include software code, contain no harmful or malicious code; (k) comply with all licensing agreements applicable to any third-party code included in the Goods (all of which Seller shall advise Buyer of in writing with its acceptance of this Order); (l) not be subject to claims by authors to moral rights in the Goods, to the extent permitted by law; and (m) meet the original manufacturer's published specifications at the time of the original manufacturing for a minimum of sixty (60) days following the Delivery Date (or such longer period as required on the face of this Order). Seller further warrants it has full right power and authority to sell and transfer title to all Goods. Any Goods that do not meet the foregoing warranties shall be defective Goods ("**Defective Goods**"). These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. 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 Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. Notwithstanding the foregoing, there shall be no time limit on Seller's warranty of Goods, and Seller's warranty shall not expire, that are found to be Counterfeit Goods. If Buyer gives Seller notice of noncompliance with this Section 17, Buyer may, at its sole option, require Seller to: (a) immediately refund the Price paid in full or (b) replace or repair the Nonconforming Goods or Defective Goods at Seller's own cost and expense within such time frame as specified by Buyer, and pay for all related expenses, including, but not limited to, transportation charges for the return of the Nonconforming Goods or Defective Goods to Seller and the delivery of repaired or replacement Goods to Buyer.

18. **General Indemnification; Limitation of Liability.** Seller shall defend, indemnify and hold harmless Buyer, its parents, subsidiaries, affiliates, successors, assigns and customers and, with respect to each of the foregoing, their respective directors, managers, officers, shareholders, members, employees, affiliates and customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of, related to or occurring in connection with: (a) the products purchased from Seller, (b) Seller's negligence or willful misconduct, or (c) any breach of this Order. Seller shall not enter into any settlement without Buyer's or all Indemnitees' prior written consent. Buyer reserves the right to charge Seller for any loss, expenses (including reasonable attorneys' fees) or damage sustained as a direct or indirect result of Seller's failure to deliver conforming Goods or for any other breach of this Order, including without limitation Buyer's expenses incurred

in connection with the purchase of substitute goods, incidental damages and consequential damages resulting from Seller's failure(s) or breach(es).

19. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or any Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. If the use or sale of any item with respect to which Seller indemnifies an Indemnitee is enjoined as a result of such a claim, Seller, at its expense, shall obtain the right for Buyer to use and sell said items or shall substitute equivalent items meeting the specifications and requirements of this Order. In no event shall Seller enter into any settlement without Buyer's or all Indemnitees' prior written consent.

20. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers in a sum sufficient to fund its indemnification obligations hereunder. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

21. Compliance with Law. Seller represents and warrants that it shall comply with all foreign and U.S. federal, state and local laws, regulations, rulings and ordinances applicable to this Order. Seller has obtained and shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order. In the event that Seller fails to obtain and/or maintain such licenses, permissions, authorizations, consents and permits, Seller shall immediately inform Buyer thereof by written notice, as soon as practicable. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

22. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, with or without cause, either before or after the acceptance of the Goods, if Seller has not performed or complied with the Order, in whole or in part. As used herein, the term "cause" shall include, without limitation: (a) any breach by Seller of this Order; or (b) if the Seller 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 Buyer terminates this Order for any reason, then (a) Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination, and (b) Seller shall immediately refund to Buyer the Price paid for all Goods not accepted by Buyer. Seller's warranties shall survive termination of this Order.

23. Records and Inspections. Seller shall (1) provide to Buyer, Buyer's customers, and all applicable regulatory authorities and their respective representatives and agents, access at all reasonable times, and without additional charge, to Seller's facilities, and shall provide all cooperation and assistance to Buyer to access Seller's subcontractors' facilities and the facilities of all suppliers in the source of the Goods, in connection with the performance of this Order for inspection, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order; and (2) maintain complete and accurate records relating to this Order (including but not limited to records required to be kept pursuant to AS9120) for a period of twenty (20) years after completion of this Order or as otherwise specified in this Order, and shall make such records available to Buyer upon request at no cost to Buyer.

24. Waiver. No waiver by any Party of any of the provisions of this Order shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Order shall operate or be construed as a waiver thereof or of any other right, remedy, power or privilege hereunder, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

25. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, manufacturing processes, testing processes, customer and supplier information, financials, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," contained in or otherwise disclosed in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied, or used for any other purpose, unless authorized by Buyer in a prior writing. Upon Buyer's request for any reason, Seller shall promptly and at its sole cost return all documents and other materials received from Buyer, including without limitation any and all confidential information of the kind referenced in this Section 25. Buyer shall be entitled to injunctive relief for any violation of this Section 25. This Section 25 shall not apply to information that is: (a) in the public domain, (b) known to the Seller at the time of disclosure, or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

26. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order, without the prior written consent of Buyer. Any purported assignment, transfer, delegation or subcontract in violation of this Section 26 shall be null and void. No assignment, transfer, delegation or subcontract shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Order without Seller's prior written consent.

27. Third Party Beneficiaries. The Parties hereby designate the Buyer and its parents, subsidiaries, affiliates, and customers as third-party

beneficiaries of this Order having the right to enforce the Terms hereof.

28. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall 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 shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order. Though Seller or its representatives or agents may perform services for Buyer in connection with performance hereunder, no agent, representative or employee of Seller shall be considered to be an agent, representative or employee of Buyer.

29. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Connecticut, United States without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods, 1980, as amended.

30. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut in each case located in the County of Fairfield, State of Connecticut, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

31. Cumulative Remedies. The rights and remedies under this 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.

32. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the face of this Order or to such other address as may be designated by the receiving Party in writing. All Notices shall 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 this Order, a Notice is effective only: (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 32.

33. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

34. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.

35. Attorneys’ Fees. In the event of a dispute between Seller and Buyer, Seller shall reimburse Buyer for all of Buyer’s attorneys’ fees and court costs in any action or proceeding to enforce or interpret this Order.

36. Interpretation. Captions and headings used herein are for convenience only. The terms “Buyer” and “Seller” and any pronouns referring thereto as used herein shall be construed in the masculine, feminine or neuter form, as context may require. Singular usage of “Buyer,” “Seller,” and pronouns referring thereto shall include the plural form thereof; plural usage of “Buyer,” “Seller,” and pronouns referring thereto shall include the singular form thereof.