

**TERMS AND CONDITIONS
PURCHASE OF SERVICES**



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1. DEFINITIONS

Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
Buyer	The Component Sourcing International company or affiliate named on the Purchase Order or Agreement referencing these Terms and Conditions, and any successor or assignee of Buyer, who procures the Services from the Seller.
Delivery Date	The date of delivery or completion of Services as specified in the Order.
Facilities	Buyer’s facilities.
Party or Parties	Buyer and or Seller individually or collectively, as context may dictate.
Purchase Order	The written or electronic Purchase Order between Buyer and Seller, which refers to and incorporates these Terms and Conditions together with any and all written change orders, modifications and supplements including appendices or attachments thereto, for the supply of Services. Herein referred to as “Order”.
Seller	The firm, company or other legal entity (including its permitted successors and/or assignees) contracted by the Order to supply Services to the Buyer; synonymous with “Supplier”.
Services	The Services described in Orders, the purchase of which is governed by the terms of this Agreement and will be deemed to include, without limitation, all related work product, goods and deliverables, including, without limitation, software, technology, drawings, data reports, manuals, other specified documentation, or items that are necessary and incidental to, or required to be delivered pursuant to, or in connection with, an Order.
Specifications	All requirements with which Services and performance hereunder must comply, including, without limitation, any drawings, instructions, and standards whether specified and/or referenced in Orders, as such requirements may be modified from time to time by Buyer.
Sub-Seller	Vendor, supplier, materialman, consultant, contractor, subcontractor or other person or entity providing Goods or Services directly or indirectly to Seller in connection with the Order.

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2. ACCEPTANCE

Seller, by acceptance of this Order, agrees to all terms and conditions hereof. Acceptance of this Order is established by return of the signed acknowledgment copy hereof or fulfillment of any part of this Order, or any other conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of such Order. Any terms and conditions proposed in Seller's offer, acceptance or in any acknowledgement, invoice or other form of Seller that add to, vary from, or conflict with the terms herein are hereby rejected.

3. SERVICES

Seller shall perform the Services and provide the deliverables, if any, described in the Order. Seller understands and acknowledges that time is of the essence with respect to Seller's obligations under the Order and that prompt and timely performance of all such obligations, including all timetables, project milestones, and other requirements is strictly required.

4. SUBCONTRACTORS

Seller may engage subcontractors to perform the Services, provided Seller notifies Buyer in advance and obtains Buyer's prior written consent, Seller shall ensure that any subcontractor accepts and complies with the Terms and Conditions of the Agreement. Seller shall remain liable for all acts or omissions of each subcontractor and its employees. Nothing contained herein shall create any contractual relation between Buyer and subcontractor.

5. CONFIDENTIALITY

All technical data, specifications, documents, designs, artwork, drawings and any other non-public information revealed or disclosed in any form or manner to Seller by Buyer is proprietary and confidential and remains Buyer's property. The information is provided to Seller solely for the purpose of Seller's performance of this Order and on the express condition that neither this Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with this Order without Buyer's prior express written consent. Buyer reserves the right to request that Seller return all such information to Buyer or destroy it. Seller's obligations under this paragraph shall survive the cancellation, termination or other completion of this Order.

Buyer may require Seller's employees, contractors, sub-sellers and other Seller personnel involved in the performance of the Order to execute an individual confidentiality agreement prior to any disclosure. The provisions protecting Buyer's information in any separate confidentiality or non-disclosure agreement heretofore executed by Seller in connection with Buyer's business, this Order, or any other contract pertaining to the Services, are hereby expressly incorporated within this Order, and these provisions are in addition to such agreement.

6. PRICE

Seller agrees to the prices and conditions as set forth herein. The prices are fixed, firm and not subject to any form of escalation, surcharge or variation. All monetary amounts are in U.S. dollars unless another currency is specified on this Order. Any change must be authorized on a written change Order by Buyer. If price is missing on this Order, Seller must notify Buyer of the price and Seller's acceptance must be in writing before filling this Order.

7. INVOICES

Seller's invoices shall reference the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Seller's invoice will make the proper reference. Invoices are to be emailed in PDF format to Buyer at ap@componentsourcing.com for processing. Each invoice must include backup (if applicable) attached to the invoice with the invoice being the first page. Seller can email multiple invoices on one email, but must be separate attachments. For matching purposes, invoices shall be rendered separately for each delivery and Buyer will accept only one invoice per Order. The date of receipt by Buyer of a proper, complete and fully substantiated invoice from Seller will establish the effective date of the invoice. Seller will submit all invoices for Services and Goods to the attention of the Buyer at the address identified in the Order.

8. TAXES

Buyer will not be liable for any taxes with respect to an Order, except for sales, use, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the Services and Goods, which Seller is required by law to collect from Buyer. Seller shall not collect or remit, and Buyer shall not be liable for, any such taxes if Buyer has provided Seller with an applicable tax exemption certificate. If Buyer is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Seller, Buyer will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Seller is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Buyer with adequate documentation of such exemption from or reduced rate of withholding, Buyer will be entitled to withhold only such Withholding Taxes from which Seller is not exempt. If it is ever determined that any tax included in the price paid by Buyer was not required to be paid, Seller agrees to refund promptly such amount to Buyer.

Applicable freight charges and sales and use taxes shall be stated separately on invoices. Freight charges shall be supported by copies of the paid freight bill and bill of lading. Taxes shall be remitted by Seller to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Buyer to obtain appropriate credit for any tax charged.

9. PAYMENT

As full consideration for Seller's satisfactory performance of the services, Buyer's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Buyer does not process partial payments. All invoices will be paid for the current balance that is due on the invoice. If a partial amount is due, Seller will need to submit a revised invoice for the correct amount. Buyer will not change the amount of the invoice for processing. All payment terms will be calculated from either the date all Services are completed by Buyer or the effective date of the invoice, whichever occurs later. Payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Buyer may withhold any amounts that are disputed in good faith. Payment shall not be deemed as release of the Seller from its responsibilities of this Order or constitute a waiver of any claims Buyer may have against Seller.

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10. PRESUMPTIONS

Seller shall be conclusively presumed to have waived Seller's right to receive payment for Goods covered by any Order if Seller has not submitted an invoice for the Goods within one (1) year of the date of this Order. Seller's submission of an invoice shall give rise to a presumption that the charges are the full amount Seller is due for the goods or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Seller may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Buyer that establishes the validity of Seller's claim for underpayment. If Seller fails to furnish a supplemental invoice and supporting documentation within three (3) months after the Delivery Date or three (3) months after the date of the original invoice, whichever occurs later, the claim shall be conclusively presumed waived.

11. INSPECTION AND AUDIT RIGHTS

In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer, an authorized representative of Buyer, or any competent regulatory authority, may at any time after reasonable notice by Buyer, inspect and audit Seller's books and records, its facilities, or such parts of its facilities as may be engaged in the performance of this Order, and Seller shall provide reasonable access to Seller's personnel, for Buyer to assess and verify Seller's compliance with the requirements set forth in the Order.

Seller shall maintain such complete books, records and documentation for all Services performed, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Services performed hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, or (v) as otherwise directed by Buyer.

12. WARRANTY

Seller warrants that all Services provided under or in connection with an Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised and personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Service Warranty").

Seller agrees that should any of the Services be defectively performed by Seller, Seller will re-perform or correct such defective Services at no additional charge. In the event of failure by Seller to correct defects in or replace nonconforming Services promptly, Buyer, after reasonable notice to Seller, may make such correction or replace such Services and charge Seller for the cost incurred by Buyer thereby. Notwithstanding any other provision, in addition to the foregoing, Seller shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Services Warranty.

Seller warrants that all documentation and certifications by Seller or Seller's subcontractors or business partners related to the Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

Except for permits and/or licenses required by statute or regulation to

be obtained by Buyer, Seller agrees to obtain and maintain -- at its own expense-- all permits, licenses and other forms of documentation required by Seller in order to comply with all existing national, state, provincial or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Seller's performance of work hereunder. Buyer reserves the right to review and approve all applications, permits, and licenses prior to the commencement of any work hereunder.

13. INTELLECTUAL PROPERTY RIGHTS

If Seller provides to Buyer any development, consulting, analysis, design, computer programming, installation, testing, conversion, implementation, training, technical writing and any other services resulting in the creation or modification of any computer programs, firmware, schematics, flowcharts, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), they shall be owned by and confidential to Buyer. In the absence of any such identification in an Order, Deliverables shall be deemed to be owned by and confidential to Buyer. To the extent that the Deliverables are to be owned by Buyer ("Buyer Deliverables"), Seller agrees to assign and does hereby assign all intellectual property rights in such Deliverables to Buyer.

Seller agrees to give Buyer and any other person designated by Buyer, at Buyer's expense, all assistance reasonably required to perfect its rights pursuant to this Section. Seller will not, nor will it permit its employees, to sell, transfer, assign, copy, plagiarize or disclose Buyer Deliverables to any third party. There are no restrictions on Buyer's right to make, have made, use, modify, create derivative works of, reproduce, have reproduced, perform, display, sell and distribute Deliverables that are not Buyer Deliverables. With respect to any Buyer-owned software, Seller agrees to deliver to Buyer the source code (including flowcharts, compile listings and comments sufficient to enable a reasonably skilled programmer to understand the function and operation of the computer programs) at no additional charge. When Buyer shall come into possession of the computer program source code in accordance with this Agreement, Buyer shall thereafter have the absolute right to use, copy and modify the source code to perform any functions that Buyer deems necessary or desirable.

14. ON-SITE SERVICES

If Seller performs any services at one of Buyer's sites as part of this Order's scope of work, Seller represents it has had the opportunity to examine the conditions over, in and under the area where the Services are to be performed before acknowledgement and acceptance of the Order and agrees not to make a claim for extra expenses or otherwise as a result of any onsite conditions.

Buyer reserves the right to interview and accept or reject any personnel Seller provides prior to assignment to Buyer's facility. Buyer may require any such personnel to pass a drug-screening test. Seller agrees to employ only competent and skilled personnel to perform the Services and shall use all reasonable means to ensure the continued employment of personnel performing Services pursuant to this Order. Upon Buyer's request, Seller will immediately remove from all facilities and replace any personnel who are unsatisfactory to Buyer for any reason. Seller warrants that all personnel assigned to Buyer's facilities shall (a) have a prior satisfactory work record in a responsible capacity, (b) have no felony criminal record, (c) be legally permitted to work in the U.S., and (d) be in good health without any physical or mental conditions that would prevent the performance of essential functions of the job.

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If Seller is or becomes a party to any collaborative bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon Buyer, unless otherwise required by law. Seller further agrees that all personnel shall be subject to and shall at all times conform to Industrial Security, Environment, Health and Safety rules and requirements for the protection of the plant, materials, equipment and personnel while on Buyer's premises, and that they will abide by Buyer's normal rules of work and Buyer's Contractor Safety Program and Safety Guidelines. Any violations or disregard of these rules may be cause for removal from or denial of access to Buyer property.

15. INSURANCE

During the term of the Agreement, Seller shall maintain insurance coverage of such types and in such amounts as necessary to protect against liabilities that may arise from Seller's performance of the Services, including Seller's indemnification obligations under these Terms. All such insurance shall be issued by companies authorized to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

Such policies shall include, at a minimum, (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient as required by law in which the work or any portion of the work is performed and Employer's Liability and Occupational Disease Insurance in the minimum amount of \$1,000,000 per occurrence; (ii) Commercial General Liability Insurance of not less than \$2,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; (iii) if Seller vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$2,000,000 per occurrence; (iv) if Seller or its subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than \$5,000,000.

Upon Buyer's request, Seller shall furnish evidence of such insurance to Buyer, in a form acceptable to Buyer. At Buyer's request, Seller shall cause Buyer to be named as "additional insured" in connection with all policies except Seller's professional liability and workers' compensation policies. Seller waives all rights of recovery or subrogation against Buyer for damages to the extent covered by the insurance obtained pursuant to this Section, whether or not such damage was caused by the negligence, strict liability, or other actions or inactions of Buyer.

16. CHANGES

Buyer reserves the right to make changes within the general scope of the Order, including changes in whole or part to: (i) any designs, Specifications and drawings, (ii) the statement of work, (iii) the method or manner of performance, and/or (iv) quality requirements (collectively "Change(s)"). Seller shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section. All such changes shall be evidenced in writing by Buyer in the form of a Change Order.

If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Seller's claims for adjustment under this section shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 15 days from the date Seller receives the Change order.

If Seller is unable to comply with a Change Order, Seller must notify Buyer in writing within three (3) business days after a Change Order is issued. Seller's failure to provide such notice shall constitute Seller's acceptance of the Change Order. Any such Change Orders accepted by Seller shall be incorporated in and amend this Order.

17. TERMINATION FOR CONVENIENCE

Buyer may terminate this Order in whole or in part at any time for convenience by written notice to Seller. Upon receipt of such notice, Seller shall: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Services; (iii) if requested by Buyer, deliver to Buyer any and all Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.

Buyer shall pay for any Services completed prior to the date that termination becomes effective, less any payments made to the Seller prior to the date of termination. Unless Buyer has requested and received a refund in respect of any uncompleted Services, Buyer shall be entitled to completion of Services for which it has paid prior to the effective date of the termination. Seller shall not be entitled to any claim or claim of lien against Buyer for any additional compensation or damages in the event of such termination and payment.

18. TERMINATION FOR CAUSE

Buyer, without prejudice to any of its other rights or remedies, may terminate this Order by giving written notice of termination to Seller if Seller (a) becomes insolvent; or if insolvency, receivership or bankruptcy proceedings commences by or against Seller; (b) assigns or transfers this Order or any right or interest therein; (c) devolves upon any person other than as herein permitted; (d) fails to make prompt payment for labor or materials, or persistently disregards laws or ordinances or the lawful requirements of any competent authority or instructions of Buyer; (e) fails, neglects, refuses or is unable at any time during the course of the work on the Order to provide ample material, equipment, services, or labor to perform the work on the Order at a rate deemed sufficient by Buyer to give reasonable assurance that Seller will complete the same on the agreed-to schedule; or (f) defaults in its performance of a material representation, warranty or guarantee or other obligation, duty or provision of this Order and Seller having been given notice by Buyer to remedy such default fails to remedy same if such default can be remedied immediately or if immediate correction is not possible Seller fails to commence and continue corrective actions within ten (10) calendar days after written receipt of Buyer's notice.

Seller shall be liable for any excess cost of the work incurred by Buyer on account of any of the circumstances described above. Buyer shall be entitled to withhold further payments to Seller until Buyer confirms that Seller is entitled to further payments. Upon completion of the work by Buyer or third parties, the total cost of the work shall be determined, and Buyer and Seller shall agree in writing on the amount, if any, that Seller shall pay Buyer or Buyer shall pay Seller, which shall be deemed to

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complete all payments under the terms of this Order. Seller shall also provide Buyer with the complete documentation about the completed Services.

19. ASSIGNMENT

Seller shall not assign, subcontract, sell or transfer this Order, in whole or in part, or any payments to be made hereunder without Buyer's prior written approval. No invoices may be rendered by others than the Seller named on this Order without Buyer's written permission. If Buyer grants consent, any such assignment by Seller will not (a) increase or alter Buyer's obligations, (b) diminish the rights of Buyer, or (c) relieve Seller of any of its obligations under this Order. Notwithstanding any written consent of Buyer to any assignment, any payment to an assignee shall be subject to right of set-off of any claim which Buyer may have against Seller, whether such claim resulted before or after such assignment or subcontract, except to the extent that such claim is expressly waived in writing by Buyer. This order and Buyer's rights hereunder shall be freely assignable by Buyer.

20. CYBERSECURITY

Seller shall take all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Buyer's business. Without limiting the foregoing, Seller shall use reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Buyer's business ("Breach"). Seller has not been notified of and has no knowledge of any event or condition that would reasonably be expected to result in, any such Breach.

21. RIGHT OF SET-OFF

Buyer reserves the right to set-off any claims under this Order against any amounts owed to Seller. Buyer reserves the right to set-off or withhold payment for Services not provided in accordance with this Order. Seller authorizes Buyer, to the extent permitted by applicable law, to charge or set-off any and all claims which Buyer may have against Seller, including any and all sums due and owing Buyer by Seller against any and all accounts which Seller has or may have in the future with Buyer.

22. FORCE MAJEURE

An event of "Force Majeure" under this provision shall be an excused delay, provided Seller has provided written notice within three (3) days of the occurrence of such event to Buyer. Seller agrees to take all reasonable commercial efforts to reduce or mitigate the effects of such delay. "Force Majeure" is defined as any acts of God or nature, acts of civil or military authority, flooding, fire, devastating storm, epidemic, war, or terrorism beyond the control and not caused in any part by any fault of Seller. Power supply, transportation, strikes or labor problems shall not constitute "Force Majeure". Buyer shall have the right to terminate this Order if Seller experiences a "Force Majeure" event for more than ninety (90) days.

23. INDEMNITY

Without prejudice to applicable mandatory law, Seller shall, without any limitations, release, defend, indemnify and hold harmless Buyer, its parent, affiliates, subsidiaries and their respective officers, directors, agents, employees, and shareholders from and against all claims, demands, disputes, complaints, causes of action, suits, losses, damages, expenses (including, but not limited to, all litigation expenses, court costs and attorney fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to Seller's (a) breach of contract, (b) breach of warranty (c) any claim by Seller or Seller's employees and agents or Seller's Sub-Sellers or their employees and agents for property damage or personal injury (including death) while on the premises of Buyer or while engaged in performing Services for Buyer or (d) any claim that the Services or Deliverables, or any part thereof, infringes a third party's intellectual proprietary rights. The provisions of this Section shall survive the termination of this order.

24. LIMITATION OF LIABILITY

Notwithstanding any provisions in this Order to the contrary, the aggregate liability of Seller arising out of or in connection with the performance of Seller's obligations under this Order, whether in contract, equity, tort or otherwise at law, shall be limited to an amount equal to the total Order value. However, in no event shall the foregoing limitation of liability apply to the indemnification obligations assumed by Seller pursuant to the Indemnification provision in these Terms and Conditions. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS ORDER, BUYER WILL NOT BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, ARISING FROM ANY CAUSE, FOR ANY REASON, OR CLAIMED UNDER ANY THEORY OF LAW, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties. The duties and responsibilities of the Seller shall be rendered by them as independent contractors and not as an agent of Buyer. The Seller shall have full control of all of its acts, doings, proceedings, relating to or requisite in connection with the discharge of its duties and responsibilities under this Order.

26. WAIVER

No waiver of any of the provisions of these Terms and Conditions shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver. Acceptance of any items or payments therefore shall not waive any breach.

27. REMEDIES

Buyer's remedies shall be cumulative and shall include any remedies allowed by law.

28. CODE OF CONDUCT

Supplier shall comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Component Sourcing International "Supplier Code of Conduct" available at the Component Sourcing International Site

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(www.componentsourcing.com.com). If and as requested by Buyer, Seller shall provide written certification to assure compliance with the Supplier Code of Conduct.

29. SEVERABILITY

If one or more of the provisions of these Terms and Conditions shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

30. COMPLIANCE WITH LAWS

Seller warrants that all services provided under this Order shall comply with all applicable international, federal, state, and local laws, rules, regulations and ordinances at the time of delivery or performance, including, but not limited to, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, Fair Labor Standards Act (as amended), Occupational Safety and Health Act (as amended), as well as all other laws relating to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services. Seller shall indemnify and hold Buyer harmless for any loss, damage, fine or penalty which may be due to a violation of such acts, codes, etc. as defined in this Section in effect prior to the Delivery Date. In addition, Seller shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

31. GOVERNING LAW

This Order shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws provisions. The Parties agree that any litigation initiated by and between the Parties arising out of or relating to the Agreement shall be conducted in the federal or state court of jurisdiction in the State of North Carolina.

32. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency among the following documents, this Order of precedence shall be: (a) the Purchase Order, (b) any documents incorporated into, attached to or referenced in the Purchase Order, and (c) these Terms and Conditions Purchase of Services. Any Change Order shall have precedence over the document it modifies and, unless stated otherwise, any amended document shall have the precedence order stated in this Section.

33. PUBLIC RELEASE OF INFORMATION

No public release of information regarding this Order shall be made without the prior written approval of Buyer.

34. NOTICES

Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in this Order or to such other address as such Party may have notified in writing. Email and fax require written confirmation of the receiving Party. Seller's reply, correspondence, information or documentation related to this Order must be provided in the language used in this Order.

35. ENTIRE AGREEMENT

The Terms set forth herein and on the face of this Order to which this form is attached constitute the entire agreement of the parties and supersede any and all previous verbal or written representations, agreements and commitments in connection with this Order. Except as provided under the "Changes" provision herein, any deletions, modifications, alterations or additions to the terms and conditions of this Order shall be in writing and signed by both parties. Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.