



## GAR Electroforming

### Purchase Order Terms and Conditions

- 1. Performance Monitoring:** In accordance with our AS9100-based management system, all suppliers of goods or services will be monitored for Quality and Delivery Performance. Suppliers failing to meet our requirements/expectations will be requested to take corrective action. Suppliers that continually fail to meet requirements/expectations may be removed from our approved list
- 2. Confidential Information:** All supplies, blueprints, sketches and other technical information furnished by GAR Electroforming shall be deemed confidential information of GAR Electroforming. Such information shall not be reproduced, given to or disclosed to any third party without GAR Electroforming's express written consent.
- 3. Qualification of Personnel:** GAR Electroforming's suppliers and any sub-contractors will assure the competency of any/all personnel involved in activities performed on behalf of GAR Electroforming or our customer. Where special certification of personnel is required, this should be made available to GAR Electroforming or our customers upon request.
- 4. Ethical Behavior:** As a large percent of our parts are for U.S. Government end-use, suppliers will assure their staff and any consultants or sub-contractors are aware of the importance of ethical behavior and accountability as it pertains to purchases in accordance with these terms. Under no circumstances will anything less than honest & ethical business practices be acceptable by GAR, its customers and other interested parties under the terms of this PO.
- 5. Export Controls/Technical Data:** Where drawings and/or POs indicate Export Controls may apply, any related information (aka Technical Data) shall be handled as per controls enumerated through the Export Administration Regulations (EAR), implemented by the Department of Commerce for items that have both a commercial and potential military use); the International Traffic in Arms Regulations (ITAR, implemented by the Department of State) for Defense Articles regulated by the DDTC and USML or the Atomic Energy Act for nuclear applications. **Failure to secure such data may be subject to both criminal and administrative penalties** (which may include minimum prison sentences). Fines for export violations, including anti-boycott violations, can reach up to \$1,000,000 per violation in criminal cases, and \$250,000 per violation in most administrative cases.
- 6. DPAS:** Any purchase made referencing Defense Priorities Allocation System (DPAS) *DO* or *DX* Ratings shall be handled per *15 CFR Part 700* in accordance with the Department of Defense (DoD) property management system to assure these orders are scheduled and processed ahead of any commercial jobs so as to assure their timely delivery in accordance with Federal law.
- 7. Flow-down of requirements:** GAR Electroforming requires that you flow down all requirements of this purchase (order) to all interested parties internally and to any sub-tier suppliers performing work on this order.
- 8. US. Government End-use – Prime Contract Numbers:** U.S. Government end-use or reference to a Prime contract generally indicates defense articles subject to National Security regulations. For such orders, various FAR and/or DFARs clauses may apply. There, at a minimum shall include *DFARs 252.204-7012* Safeguarding Covered Defense Information (NIST 800-171); *DFARs 252.225-7014* Preference for Domestic Specialty Metals; FAR 52.225-1 Buy American Act will apply (see <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars225.htm>) for additional information related to FAR and DFARs. Note: Export Controls (per ITAR/EAR99, etc.) may also apply – See Sec. 5, above; as well as DPAS Requirements (CFR 700) – See Sec. 6, above. If an item on the Purchase Order invokes a military or industry specification (AMS, ASTM, MIL, etc.) without indicating a revision, the revision in effect is as of the date of the Purchase Order. If a revision-controlled document is noted using a revision, the indicated revision of the specification shall be used. If a revision-controlled document without indicated revision is superseded by another document, as stated within its text, the superseding document shall be used.  
**NOTE: the following DFAR/FAR requirements apply to all government-end-use purchases (see Sec. 37, below).**
- 9. Awareness/General:** Everyone involved in the fulfillment of this order should be aware of our objectives for 100% quality and 100% OTD; the implications of not conforming with QMS requirements; their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior and the consequences of signing incorrect documentation or altering records (see Wendell-Ford Act - popularly called "AIR 21," aka Public Law 106-181).



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10. **Right of entry:** GAR Electroforming, their customers and any applicable regulatory authorities maintain the right to access the supplier's facility and all applicable records associated with the order, during regular business hours, with limited notice.
11. **Nonconforming material:** GAR Electroforming must be notified of nonconforming material in advance of shipment for adequate review and disposition of said product. All such material must be adequately identified and segregated so as to preclude its use. Final disposition/disposal shall be at GAR Electroforming unless otherwise authorized.
12. **Change of Process or Product:** GAR Electroforming must be informed of and must approve any change in processes or product. Without written authorization, process changes are not allowed.
13. **Certification, Inspection, etc.:** GAR Electroforming may require certifications of compliance, inspection records and/or test specimens as part of this purchase order. Failure to provide these items may result in the rejection of the shipment.
14. **Counterfeit Parts/Materials:** The Supplier shall certify that only new and authentic materials are used in products or goods delivered to GAR Electroforming and that the products/goods delivered contain no Counterfeit Parts. No substitutions, reworked or refurbished parts/materials shall be acceptable under the terms of this purchase.
15. **Foreign Object Detection/Debris/Damage.** Supplier is required to establish and maintain a Foreign Object Detection/Debris/Damage (FOD) prevention program appropriate to the nature of the product/service provided, that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.
16. **Conflict Minerals:** Seller hereby certifies and represents to GAR that the products do not include any Conflict Minerals or any of their derivative products as those terms are defined in Section 1502 of the Dodd – Frank Wall Street Reform and Consumer Products Act, and regulations issued thereunder by the Securities and Exchange Commission, (the "Act") that originated in the Democratic Republic of the Congo or any adjoining country and that said certification and representation are based upon Seller making due inquiry as to the origin of the Conflict Minerals used in the products. Seller further agrees to cooperate with and provide such reasonable assistance to GAR as may be required to meet its reporting obligation under the Act.
17. **Packaging and Handling:** As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified. Vendors are also responsible for handling damage that occurred at their location.
18. **Retention requirements:** Records, whether hard copy or in electronic format, including any test/retain samples, shall be retained for no less than 10 years unless otherwise specified. After ten years, supplier will contact GAR Electroforming for approval before disposing of records.
19. **Revision levels/traceability:** As appropriate, any correspondences, including certifications relating this purchase, must reference, as applicable, current PO, Work Order, Part number, Drawing Revision, batch number, etc.
20. **Calibration System:** All Suppliers should maintain a calibration system in accordance with the requirements of ISO 17025, ISO 10012; ANSI Z-540-1, ANSI Z540-3, as appropriate. All Inspection Measuring & Test Equipment (M&TE) used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated against measurement Standards traceable to NIST or an equivalent NMI.
21. **Sampling:** Where sampling plans are used to accept product, unless otherwise specified, all such plans shall be statistically valid and based on either MIL-105 E or ANSI Z1.4 and shall yield no less than an Acceptable Quality Level (AQL) of 2.5 (Normal Inspection).
22. **Purchasing:** Purchasing is the primary contact and liaison between the Supplier and GAR Electroforming, any questions relating to sales/purchasing should be sent to [natalie@garelectroforming.com](mailto:natalie@garelectroforming.com)



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23. **Questions:** All questions concerning quality control/assurance requirements are resolved by contacting the GAR Electroforming Quality Department at [guy@garelectroforming.com](mailto:guy@garelectroforming.com)
24. **FAR/DFARS clauses applicable to all government contracts** (see Sec. 8, above): Note: Listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting: 1. 252.204-7000 "Disclosure of Information" (Applicable to Purchase Orders when the supplier will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.) 2. 252.204-7008 "Export-Controlled Items" 3. 252.208-7000 "Intent to Furnish Precious Metals as Government-Furnished Material" (Applicable to Purchase Orders when the item being purchased contains precious metals.) 4. 252.209-7004 "Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country" 5. 252.211-7003 "Item Identification and Valuation" (Supplier's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Supplier's deliverables at its facilities and to appropriate property records.) 6. 252.211-7007 "Reporting of Government-Furnished Property" (Applicable to Purchase Orders when FAR Clause 52.245-1 is contained in the prime contract and Supplier is in possession of Government Property. Supplier will comply with paragraph (d) of this clause.) 7. 252.215-7003 "Excessive Pass-Through Charges – Identification of Subcontract Effort" (APR 2007) (Applicable to solicitations for Purchase Orders issued under Department of Defense (DoD) solicitations issued after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass-Through Charges provision, except solicitations for firm-fixed-price (FFP) Purchase Orders to be awarded on the basis of adequate price competition and fixed-price (FP) Purchase Orders with economic price adjustment to be awarded on the basis of adequate price competition.) 8. 252.215-7003 "Excessive Pass-Through Charges-Identification of Subcontractor Effort" (MAY 2008) (Applicable to solicitations for Purchase Orders issued under DoD solicitations issued after May 12, 2008 and before October 14, 2009 and that do not specifically incorporate the FAR limitations on Pass-Through Charges provision, except solicitations for FFP Purchase Orders to be awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment to be awarded on the basis of adequate price competition.) 9. 252.215-7004 "Excessive Pass-Through Charges" (APR 2007) awarded after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass Through Charges clause, except FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase (Applicable to Purchase Orders issued under DoD contracts Orders with economic price adjustment awarded on the basis of adequate price competition.) 10. 252.215-7004 & Alt I "Excessive Pass-Through Charges" (MAY 2008) (Include Alternate I if it is included in the prime contract)(Applicable to Purchase Orders under DoD contracts awarded after May 12, 2008 and before October 14, 2009 and that do not specifically incorporate the FAR limitations on Pass-Through Charges clause, except for FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition.) 11. 252.223-7001 "Hazard Warning Labels" (Applicable to Purchase Orders for goods that require submission of hazardous material data sheets (see FAR 23.302(c)). 12. 252.223-7002 "Safety Precautions for Ammunition and Explosives" ("Government" means "Government and/or Buyer".) 13. 252.223-7003 "Change in Place of Performance – Ammunition and Explosives" 14. 252.223-7006 & Alt I "Prohibition on Storage and Disposal of Toxic and Hazardous Materials" (Includes Alt I if it is in the prime contract) (Applicable to Purchase Orders that require, may require, or permit a Supplier to treat or dispose of non-DoD owned toxic or hazardous materials as defined in this clause.) 15. 252.223-7007 "Safeguarding Sensitive Conventional Arms, Ammunition and Explosives" (Applicable to Purchase Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Supplier as Government-furnished property.) 16. 252.223-7008 "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.) 17. 252.225-7001 "Buy American Act and Balance of Payments Program" 18. 252.225-7002 "Qualifying Country Sources as Subcontractors" 19. 252.225-7007 "Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies" (Applicable to Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation.) 20. 252.225-7008 "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Supplier to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.) 21. 252.225-7009 "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d)) (Applicable to Purchase Orders for items containing specialty metals to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government under prime contracts awarded or modified to include the clause after July 28, 2009.) 22. 252.225-7010 "Commercial Derivative



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Military Article – Specialty Metals Compliance Certificate” (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009.) 23. 252.225-7012 “Preference for Certain Domestic Commodities” 24. 252.225-7013 “Duty-Free Entry” 25. 252.225-7014 & Alt. I “Preference for Domestic Specialty Metals and Alternate I” (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.) 26. 252.225-7014 (Dev. No. 2006-O0004) & Alt. I (Dev. No. 2006-O0004) “Preference for Domestic Specialty Metals” (DEVIATION No. 2006-O0004) and Alternate I (DEVIATION No. 2006-O0004) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after November 15, 2006 and before October 26, 2007 and that do not specifically incorporate a different specialty metals clause.) 27. 252.225-7014 (Dev. No. 2007-O0011) & Alt. I (Dev. No. 2007-O0011) “Preference for Domestic Specialty Metals” (DEVIATION No. 2007-O0011) and Alternate I (DEVIATION No. 2007-O0011) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after October 25, 2007 and before January 29, 2008 and that do not specifically incorporate a different specialty metals clause.) 28. 252.225-7014 (Dev. No. 2008-O0002) & Alt. I (Dev. No. 2008-O0002) “Preference for Domestic Specialty Metals” (DEVIATION No. 2008-O0002) and Alternate I (DEVIATION No. 2008-O0002) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after January 28, 2008 and before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.) 29. 252.225-7015 “Restriction on Acquisition of Hand or Measuring Tools” 30. 252.225-7016 “Restriction on Acquisition of Ball and Roller Bearings” 31. 252.225-7025 “Restriction on the Acquisition of Forgings” 32. 252.225-7027 “Restriction on Contingent Fees for Foreign Military Sales” 33. 252.225-7028 “Exclusionary Policies and Practices of Foreign Governments” 34. 252.225-7030 “Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate” 35. 252.225-7031 “Secondary Arab Boycott of Israel” 36. 252.225-7040 “Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States” (Applicable to Purchase Orders that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.) 37. 252.227-7013 “Rights in Technical Data – Noncommercial Items” (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Supplier’s technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.) 38. 252.227-7014 “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation” (Applicable to solicitations and resulting Purchase Orders when Supplier’s performance will require delivery of computer software or computer software documentation.) 39. 252.227-7015 “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.) 40. 252.227-7016 “Rights in Bid or Proposal Information” (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.) 41. 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restrictions” (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.) 42. 252.227-7019 “Validation of Asserted Restrictions – Computer Software” (Applicable to all Purchase Orders when Supplier’s performance includes the furnishing of computer software that Buyer will furnish to the Government.) 43. 252.227-7025 “Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends” 44. 252.227-7026 “Deferred Delivery of Technical Data or Computer Software” 45. 252.227-7027 “Deferred Ordering of Technical Data or Computer Software” 46. 252.227-7028 “Technical Data or Computer Software Previously Delivered to the Government” (Applicable to solicitations for Purchase Orders when the resulting Purchase Order will require the Supplier to deliver technical data.) 47. 252.227-7030 “Technical Data – Withholding of Payment” (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013 or 252.227-7018.) 48. 252.227-7037 “Validation of Restrictive Markings on Technical Data” (Applicable to Purchase Orders requiring the delivery of technical data.) 49. 252.227-7038 “Patent Rights – Ownership by the Contractor (Large Business)” (Applicable to Purchase Orders for experimental, developmental, or research work if the Supplier is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.) 50. 252.227-7039 “Patents – Reporting of Subject Inventions” (Applicable to solicitations and resulting Purchase Orders that will include the clause at FAR 52.227-11.) 51. 252.228-7001 “Ground and Flight Risk” (Applicable to solicitations and resulting Purchase Orders for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies.) 52. 252.228-7005 “Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles” 53. 252.231-7000 “Supplemental Cost Principles” (Applicable to solicitations and resulting Purchase Orders that are



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subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.) 54. 252.235-7003 "Frequency Authorization" (Applicable to Purchase Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.) 55. 252.239-7016 "Telecommunications Security Equipment, Devices, Techniques, and Services" (Applicable to Purchase Orders which require securing telecommunications.) 56. 252.244-7000 "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)" 57. 252.246-7001 "Warranty of Data" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013.) 58. 252.246-7003 "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.) 59. 252.247-7023 "Transportation of Supplies by Sea" 60. 252.247-7024 "Notification of Transportation of Supplies by Sea."

25. **Nondiscrimination:** The Seller, or its subcontractor, if any, shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, sex, national origin or ancestry. The Seller, or its subcontractor, if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Order No. 11246 as amended and hereby incorporated in this Purchase Order by reference. As used therein the word "contractor" shall be deemed to mean "Seller," and the word "contract" shall refer to this Purchase Order. In addition, the Seller shall cause this Equal Opportunity Clause to be included in the subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 as amended.
26. **Compliance with Laws, Executive Orders and Regulations:** Supplier warrants that the goods and services supplied hereunder will have been produced or provided in compliance with, and Supplier will comply with, all applicable laws, orders, rules, regulations, ordinances and conventions, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety motor vehicle safety, environmental matters, and anti-bribery, including without limitation, the US Foreign Corrupt Practices Act, US Anti-Kickback Act, and the UK Bribery Act. . At Buyer's request, Supplier shall certify in writing its compliance with the applicable local, state or federal laws. Supplier shall indemnify and hold Buyer harmless from and against any loss, cost, damage, expense or liability claim (including attorney's fees and other costs of defense) arising from or relating to Supplier's violation of this Section. No good supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the Securities Exchange Act of 1934.
27. **Anti-Bribery, Corruption, Kick-back Compliance:** Supplier warrants that: (a) Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer. (b) Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business. (c) Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes or kickbacks. (d) Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery. (e) Supplier will promptly disclose to Buyer in writing all pertinent facts regarding any violation, or alleged violation, of the US Foreign Corrupt Practices Act, US Anti-Kickback Act, and UK Bribery Act. (f) If this order is for goods or services for a US Government contract or subcontract thereunder, Supplier further warrants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business. (g) Supplier shall include this Section, or provisions of equivalent effect, in any lower tier subcontracts under this purchase order.
28. **Force Majeure:** Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts,



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riots, strikes, embargoes or industrial disturbances. Seller's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice.

29. **Assignment:** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller's prior written consent.
30. **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.
31. **No Third-Party Beneficiaries:** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
32. **Governing Law:** All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to this Order.
33. **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 a City and County in Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
34. **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.
35. **Notices:** All notices, request, 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 that 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 mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.
36. **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.
37. **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 including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.