

TERMS & CONDITIONS – PURCHASING – OFF SHELF**1. DEFINITIONS:**

- a) "Buyer" or "MHPSA" shall mean Mitsubishi Hitachi Power Systems Americas, Inc.
- b) "Seller" means the person or company with whom the order is placed.
- c) "Goods" means any and all plant, equipment, machinery, materials, documents and/or services to be furnished by the Seller.
- d) "Owner" means the party so identified on the Purchase Order Form and the ultimate end user of the Goods.
- e) "Purchase Order" or "Order" shall mean the purchase order placed by the Buyer for the supply of the Goods.

2. ACCEPTANCE; ORDER OF PRECEDENCE; NO WAIVER: This Purchase Order constitutes an offer by Buyer which is accepted by Seller solely in accordance with the terms set forth herein and on the face of the Purchase Order upon the earlier of Seller's (i) signing and returning the acknowledgment copy hereof, or (ii) commencement of effort, or delivery in whole or in part of Goods required herein. This Purchase Order is a complete and exclusive statement of terms for the Purchase Order. All supplemental or acknowledged sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed hereto or referenced herein are made part of the Purchase Order. Seller acknowledges that it has available to it all specifications, drawings and data incorporated in this Purchase Order and that they are adequate to enable Seller to perform the as required herein. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in the Purchase Order. The terms and conditions contained in the Purchase Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of Buyer and Seller. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained in the Purchase Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller, and notwithstanding payment for any shipment or similar act of Buyer. In the event of an inconsistency between the clauses of the Purchase Order, the inconsistency shall be resolved by giving precedence in the following order: (a) provisions on the face of the Purchase Order; (b) these Terms and Conditions; (c) other documents attached or incorporated by reference; and (d) the Specifications, if any. Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under the Purchase Order shall not constitute a waiver of any other right or waiver of any other default under the Purchase Order.

3. INSPECTION: Unless otherwise provided in this Purchase Order, Buyer's right to inspect, examine, and test the Goods shall extend through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. Seller's failure to adhere to the standards of quality required under this Purchase Order shall be deemed to be reasonable grounds for insecurity in which event Buyer may demand in writing that Seller provide adequate assurances of Seller's ability to meet said standards. If any inspection or test is made on Seller's premises, Seller, without additional charge shall: (i) provide all reasonable facilities and assistance for the safety and convenience of Buyer and its customer inspectors; (ii) make available to the inspectors copies of information applicable to the Goods; and (iii) promptly furnish Buyer with any and all resulting inspection certificates. All Goods are subject to final inspection and acceptance by Buyer notwithstanding any payment or other prior inspections. Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all Goods not conforming to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights or remedies it may have as provided herein or at law or equity, Buyer, at its option, may, (i) require Seller to repair or replace at Seller's expense any item or Goods ordered which fails to meet the requirements of the Order; (ii) require Seller to refund the price of any such item; (iii) elect to retain and repair any such items with an appropriate reduction from the price otherwise due Seller to offset Buyer's costs of effecting necessary correction; or (iv) recover by offset or otherwise any and all damages and expenses incurred by Buyer as a result of such rejection. Neither final inspection, payment, nor any limitations contained in the warranty clause shall relieve Seller from responsibility for the correction or replacement of defective Goods arising due to fraud or gross mistakes amounting to fraud. Seller shall maintain an inspection system suitable to Buyer and, unless otherwise specified, meeting the requirements of ISO9000.

4. DELIVERY: Time is of the essence of this Purchase Order. If Seller does not comply with the delivery schedule, Buyer may require delivery by fastest way and resulting charges must be fully prepaid and absorbed by the Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the schedule in the Purchase Order. Buyer may at any time, by written order to Seller, require Seller to stop all or any portion of the Work called for by the Order. Whenever any event (not including an actual or potential labor dispute) beyond Seller's reasonable control, is delaying or threatens to delay the timely delivery of the Goods, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, and Seller may receive an equitable extension of time for delivery. Buyer reserves the right to refuse shipments made in advance of the schedule set forth in the Purchase Order, to return advance shipments at Seller's expense, and/or to hold any pre-dated Goods and pay invoices on such shipments on normal maturity after schedule date. Over shipment allowances, if authorized, will be applied to the entire Purchase Order.

5. INVOICING; PAYMENT; TAXES: A separate invoice shall be issued to Buyer for each shipment made by Seller. Unless otherwise specified in the Purchase Order, an invoice shall not be issued prior to shipment of items, and payment will not be made prior to receipt of Goods and a correct invoice, unless otherwise stated on the front of the Purchase Order. Payment of undisputed invoices shall be Net 60 days, by electronic transfer. A Proof of Delivery with delivery date is required from the Seller to the Buyer prior to payment being made. Unless otherwise stated in the Purchase Order, all prices for the Goods are firm and are not subject to price escalation for any reason whatsoever. Any applicable present and future federal, state, provincial, county, municipal and other local sales, use, excise, property, gross receipts, gross income, value added, export, import or other similar taxes, duties, imposts, charges, fees and/or expenses levied are included in the price.

6. **DEFAULT:** Buyer may terminate this Purchase Order immediately due to Seller's insolvency or where Seller has filed against it a petition for bankruptcy, reorganization, composition or compromise for protection of creditors under applicable law. Except for delay due to causes beyond the reasonable control and without the fault or negligence of Seller (not including an actual or potential labor dispute), Buyer may by written notice of default to Seller (a) terminate the whole or part of this contract in any one of the following circumstances: (i) if Seller fails to perform within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other agreed provisions of this Order, or so fails to make progress as to endanger performance of the Order in accordance with its terms, and in either of these two circumstances does not cure such failure with a period of ten (10) days after receipt of notice from Buyer specifying such failure; and (b) upon such termination, Buyer may procure, upon such terms as it shall deem appropriate, goods similar to those so terminated, in which case Seller shall continue performance of this Purchase Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar goods. As an alternate remedy, and in lieu of termination for default, Buyer at its sole discretion may elect (i) to extend the delivery schedule and/or (ii) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the Purchase Order price shall be negotiated. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Purchase Order, Seller shall promptly notify Buyer in writing. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

7. **TERMINATION FOR CONVENIENCE:** For convenience Buyer may terminate all or any part of this Purchase Order at any time by written notice to Seller. Buyer shall pay Seller, as complete and full settlement for such termination, all amounts due and not previously paid to Seller for Goods delivered and accepted. In no event shall Seller be entitled to anticipated or prospective profits, any damages because of such termination for convenience.

8. **CHANGES:** Buyer may at any time by a written order make changes within the general scope of the Purchase Order including but not limited to method of shipping or packing; place or time of delivery; and quantity. Seller shall proceed immediately to perform the Purchase Order as changed. If any such changes cause an increase or decrease in the cost of or the time required for the performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be submitted in writing within fifteen (15) days from the date the change is ordered together with cost or pricing data sufficient to permit evaluation of such claim. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse Seller from proceeding with the Order as changed, or as directed by an authorized representative of Buyer. Buyer's and Seller's rights and obligations hereunder shall not be affected by the issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representatives unless the same is in writing signed by an authorized representative of Buyer.

9. **REPLACEMENT PARTS AVAILABILITY:** The Seller shall make available to the Buyer at least for a period of five (5) years following shipment of the Goods, repair or replacement parts for the Goods at a charge not to exceed the lowest price charged by the Seller to any third party for such repair or replacement parts.

10. **APPLICABLE LAWS:** Seller has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all orders, rules and regulations thereunder. Seller shall indemnify and hold Buyer and its customer harmless from, and reimburse it for any and all costs, damages and expenses (including reasonable attorney's fees) suffered or caused to Buyer through any failure of Seller to comply with applicable laws, orders, rules, regulations or ordinances.

11. **CONFIDENTIALITY; PROPRIETARY MATERIALS:** Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer Goods required by the Purchase Order, or quote the opinion of any employees of Buyer. Seller agrees not to divulge to third parties, without the prior written consent of Buyer, any information obtained from or through Buyer in connection with the performance of this Purchase Order ("Confidential Information") Seller further agrees it will not, without the prior written consent of Buyer, disclose to any third party any information developed or obtained by Seller in the performance of this Purchase Order except to the extent that such information falls in the category of (i), (ii), or (iii) above. Seller may furnish Confidential Information to its employees who have a need to know in connection with services under this Agreement, but only where Seller requires such employees to execute an appropriate nondisclosure agreement prior to performing any services under this Purchase Order. Prior to disclosing Confidential Information to sub-suppliers, Seller shall first obtain the written consent of Buyer and shall require the sub-supplier to execute an appropriate nondisclosure agreement at least as stringent as the requirements herein. Seller shall be liable for a breach of such agreement by any employee or other third party to whom the Seller has disclosed Buyer's Confidential Information. Confidential Information shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent. Upon completion of work by Seller under the Purchase Order, Seller shall promptly return, unless otherwise directed, all Confidential Information to Buyer together with all copies or reprints thereof, and Seller shall thereafter make no further use, either directly or indirectly, of any such Confidential Information or any information derived therefrom without Buyer's prior written consent.

12. **INDEMNIFICATION AND INSURANCE:** Seller shall indemnify Buyer for, and hold Buyer and its customer harmless from, any liability, losses, damages, claims and expenses arising out of or connected with (a) the Goods, (b) any act or omission of the Seller, its agents, employees, or subcontractors except for injury or damage due solely to Buyer's negligence, or (c) any claim, whether rightful or otherwise, that the Goods, or any part thereof, furnished by Seller, constitute an infringement of any intellectual property right, patent, copyright, trademark, or trade secret. If the Goods, or any part thereof, are held to constitute infringement and/or use is enjoined, at Buyer's option, Seller shall, at its own expense, in addition to any other rights and remedies Buyer may have: (i) procure for Buyer an irrevocable, royalty-free license to continue using the goods; or (ii) with Buyer's prior written approval, replace nonconforming goods with substantially equal but non-infringing goods; or (iii) modify the nonconforming goods so they become non-infringing. No such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Agreement. The foregoing shall not apply to any Goods, or any part thereof, to the extent such Goods are manufactured to Buyer's detailed design. Seller shall maintain adequate general liability, property damage, Workers' Compensation, automobile liability insurance to protect Seller and Buyer. Upon Buyer's request, Seller shall provide a certificate of insurance.

13. **WARRANTY:** Seller warrants that Goods furnished to Buyer's specifications will conform thereto and to any drawings, samples, or other descriptions furnished by Buyer and any Seller's descriptive literature. Seller warrants that all Goods will be free from defects in design, material, workmanship and title and shall conform in all respects to this Agreement and to the applicable drawings and specifications issued for manufacture and shall be new and of best quality. Seller further warrants that the Goods shall have been produced, sold, delivered and furnished in compliance with applicable laws and regulations to which the Goods are subject. Such warranties shall survive inspection, test, acceptance of, and payment for the Goods and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, (a) return for credit, (b) require prompt correction or replacement of the defective or nonconforming Goods or part thereof, or (c) retain the nonconforming Goods and an equitable adjustment reducing the Purchase Order Price to reflect the diminished value of such nonconforming Goods will be made by written revision. Return to Seller of such article and delivery to Buyer of any corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the inspection clause in a manner and to the same extent as Goods originally delivered under the Order. Seller's obligations under this clause shall apply to such defects and nonconformance discovered within two (2) years from date of delivery, or redelivery, of the Goods to Buyer or to Buyer's customer, whichever is later.

14. **PACKING, MARKING AND SHIPPING:** Seller shall pack, mark and ship all Goods and supplies so as to be in compliance with transportation regulations and good commercial practice for protection and shipment and shall secure the most advantageous transportation service and rates consistent therewith. Purchased items will be packaged to a standard that provides protection against damage, deterioration, corrosion and other risks during handling and transportation until delivered to Buyer's receiving inspection department. The contract price shall include the cost of packing required herein. Each shipment must include packing list shown below. The terms and conditions of delivery shall be interpreted in accordance with INCOTERMS 2010. No separate or additional charges are payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage, or storage unless specifically stated in the Purchase Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by Seller. Shipping container shall be marked to show the Purchase Order numbers of all Purchase Orders contained within. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoices as a separate line item with the receipted freight bill attached to the invoice. Packing slips shall include the following:

- MPSA Order number
- HTS Number-for suppliers outside the United States for import purposes
- MPSA Part Number
- Quantity
- MPSA PO Line Item Reference
- Certificate of Origin - option of having a form on file, on Seller's letterhead, with Buyer for the current calendar along with Certificate of Conformance and Material Certification.
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15. **TITLE AND RISK OF LOSS:** Seller warrants and covenants that title to the Goods furnished by Seller under this Purchase Order shall be good and marketable and shall pass to Buyer free and clear of all liens, claims, security interests or encumbrances upon payment therefor or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of this Purchase Order. Any loss or damage, whenever occurring, which results from Seller's nonconforming packaging or crating shall be borne by Seller. Seller shall bear all risk of loss or damage to Goods rejected by Buyer, after notice of rejection until such Goods are redelivered to Buyer, except for loss, destruction or other damage to such rejected Goods resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment. Passing of title upon delivery shall not constitute acceptance of the items by Buyer.

16. **HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS:** In the performance of this Purchase Order, Seller shall comply with all applicable laws, rules, requirements, and ordinances including, but not limited to, those relating to environmental law, toxic or hazardous materials, occupational health and safety. If this Purchase Order calls for the transfer to Buyer by Seller of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent, Seller shall provide Buyer, before or with said transfer, a Safety Data Sheet (Federal OSHA Hazard Communication Standard, 29 CFR 1910.1200 (g)), revised in 2012 and label that are current, accurate and complete, which include but are not limited to a statement of product hazards and precautions for safe use.

17. **MISCELLANEOUS:** The Purchase Order shall be governed by the law of the State of Florida. Pending resolution of any disputes, Seller shall proceed as directed by Buyer. If any provision of the Purchase Order is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining terms and conditions. In such case, the order shall be deemed to have been executed without the invalid or unenforceable term or provision. The Purchase Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of the Buyer. Seller's relationship to Buyer is that of an Independent Contractor. Payments to the Seller or any authorized assignee of any claim under the Purchase Order shall be subject to reduction or set-off for any present or future claim or claims which Buyer may have against Seller. The rights, waivers, limitations, and responsibilities hereunder that by their sense and context are intended to survive shall be effective notwithstanding any other provision of the Purchase Order shall survive the completion, expiration, termination or cancellation of the Purchase Order. Buyer's rights and remedies shall be cumulative and in addition to any other rights



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10. APPLICABLE LAWS: Seller has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all orders, rules and regulations thereunder. Seller shall indemnify and hold Buyer and its customer harmless from, and reimburse it for any and all costs, damages and expenses (including reasonable attorney's fees) suffered or caused to Buyer through any failure of Seller to comply with applicable laws, orders, rules, regulations or ordinances.

11. CONFIDENTIALITY; PROPRIETARY MATERIALS: Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer Goods required by the Purchase Order, or quote the opinion of any employees of Buyer. Seller agrees not to divulge to third parties, without the prior written consent of Buyer, any information obtained from or through Buyer in connection with the performance of this Purchase Order ("Confidential Information") Seller further agrees it will not, without the prior written consent of Buyer, disclose to any third party any information developed or obtained by Seller in the performance of this Purchase Order except to the extent that such information falls in the category of (i), (ii), or (iii) above. Seller may furnish Confidential Information to its employees who have a need to know in connection with services under this Agreement, but only where Seller requires such employees to execute an appropriate nondisclosure agreement prior to performing any services under this Purchase Order. Prior to disclosing Confidential Information to sub-suppliers, Seller shall first obtain the written consent of Buyer and shall require the sub-supplier to execute an appropriate nondisclosure agreement at least as stringent as the requirements herein. Seller shall be liable for a breach of such agreement by any employee or other third party to whom the Seller has disclosed Buyer's Confidential Information. Confidential Information shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent. Upon completion of work by Seller under the Purchase Order, Seller shall promptly return, unless otherwise directed, all Confidential Information to Buyer together with all copies or reprints thereof, and Seller shall thereafter make no further use, either directly or indirectly, of any such Confidential Information or any information derived therefrom without Buyer's prior written consent.

12. INDEMNIFICATION AND INSURANCE: Seller shall indemnify Buyer for, and hold Buyer and its customer harmless from, any liability, losses, damages, claims and expenses arising out of or connected with (a) the Goods, (b) any act or omission of the Seller, its agents, employees, or subcontractors except for injury or damage due solely to Buyer's negligence, or (c) any claim, whether rightful or otherwise, that the Goods, or any part thereof, furnished by Seller, constitute an infringement of any intellectual property right, patent, copyright, trademark, or trade secret. If the Goods, or any part thereof, are held to constitute infringement and/or use is enjoined, at Buyer's option, Seller shall, at its own expense, in addition to any other rights and



remedies Buyer may have: (i) procure for Buyer an irrevocable, royalty-free license to continue using the goods; or (ii) with Buyer's prior written approval, replace nonconforming goods with substantially equal but non-infringing goods; or (iii) modify the nonconforming goods so they become non-infringing. No such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Agreement. The foregoing shall not apply to any Goods, or any part thereof, to the extent such Goods are manufactured to Buyer's detailed design. Seller shall maintain adequate general liability, property damage, Workers' Compensation, automobile liability insurance to protect Seller and Buyer. Upon Buyer's request, Seller shall provide a certificate of insurance.

13. WARRANTY: Seller warrants that Goods furnished to Buyer's specifications will conform thereto and to any drawings, samples, or other descriptions furnished by Buyer and any Seller's descriptive literature. Seller warrants that all Goods will be free from defects in design, material, workmanship and title and shall conform in all respects to this Agreement and to the applicable drawings and specifications issued for manufacture and shall be new and of best quality. Seller further warrants that the Goods shall have been produced, sold, delivered and furnished in compliance with applicable laws and regulations to which the Goods are subject. Such warranties shall survive inspection, test, acceptance of, and payment for the Goods and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, (a) return for credit, (b) require prompt correction or replacement of the defective or nonconforming Goods or part thereof, or (c) retain the nonconforming Goods and an equitable adjustment reducing the Purchase Order Price to reflect the diminished value of such nonconforming Goods will be made by written revision. Return to Seller of such article and delivery to Buyer of any corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the inspection clause in a manner and to the same extent as Goods originally delivered under the Order. Seller's obligations under this clause shall apply to such defects and nonconformance discovered within two (2) years from date of delivery, or redelivery, of the Goods to Buyer or to Buyer's customer, whichever is later.

14. PACKING, MARKING AND SHIPPING: Seller shall pack, mark and ship all Goods and supplies so as to be in compliance with transportation regulations and good commercial practice for protection and shipment and shall secure the most advantageous transportation service and rates consistent therewith. Purchased items will be packaged to a standard that provides protection against damage, deterioration, corrosion and other risks during handling and transportation until delivered to Buyer's receiving inspection department. The contract price shall include the cost of packing required herein. Each shipment must include packing list shown below. The terms and conditions of delivery shall be interpreted in accordance with INCOTERMS 2010. No separate or additional charges are payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage, or storage unless specifically stated in the Purchase Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by Seller. Shipping container shall be marked to show the Purchase Order numbers of all Purchase Orders contained within. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoices as a separate line item with the receipted freight bill attached to the invoice. Packing slips shall include the following;

- MPSA Order number
- HTS Number-for suppliers outside the United States for import purposes
- MPSA Part Number
- Quantity
- MPSA PO Line Item Reference
- Certificate of Origin - option of having a form on file, on Seller's letterhead, with Buyer for the current calendar along with Certificate of Conformance and Material Certification.
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15. TITLE AND RISK OF LOSS: Seller warrants and covenants that title to the Goods furnished by Seller under this Purchase Order shall be good and marketable and shall pass to Buyer free and clear of all liens, claims, security interests or encumbrances upon payment therefor or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of this Purchase Order. Any loss or damage, whenever occurring, which results from Seller's nonconforming packaging or crating shall be borne by Seller. Seller shall bear all risk of loss or damage to Goods rejected by Buyer, after notice of rejection until such Goods are redelivered to Buyer, except for loss, destruction or other damage to such rejected Goods resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment. Passing of title upon delivery shall not constitute acceptance of the items by Buyer.

16. HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS: In the performance of this Purchase Order, Seller shall comply with all applicable laws, rules, requirements, and ordinances including, but not limited to, those relating to environmental law, toxic or hazardous materials, occupational health and safety. If this Purchase Order calls for the transfer to Buyer by Seller of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent, Seller shall provide Buyer, before or with said transfer, a Safety Data Sheet (Federal OSHA Hazard Communication Standard, 29 CFR 1910.1200 (g)), revised in 2012 and label that are current, accurate and complete, which include but are not limited to a statement of product hazards and precautions for safe use.

17. MISCELLANEOUS: The Purchase Order shall be governed by the law of the State of Florida. Pending resolution of any disputes, Seller shall proceed as directed by Buyer. If any provision of the Purchase Order is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining terms and conditions. In such case, the order shall be deemed to have been executed without the invalid or unenforceable term or provision. The



Purchase Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of the Buyer. Seller's relationship to Buyer is that of an Independent Contractor. Payments to the Seller or any authorized assignee of any claim under the Purchase Order shall be subject to reduction or set-off for any present or future claim or claims which Buyer may have against Seller. The rights, waivers, limitations, and responsibilities hereunder that by their sense and context are intended to survive shall be effective notwithstanding any other provision of the Purchase Order shall survive the completion, expiration, termination or cancellation of the Purchase Order. Buyer's rights and remedies shall be cumulative and in addition to any other rights