TERMS AND CONDITIONS OF PURCHASE

For purposes of these terms and conditions (the "**Terms**"), COIM USA, Inc. is referred to herein as "**Buyer**" and the seller of the products and/or services reflected on the attached Order (together with these Terms, the "**Order**") is referred to herein as "**Seller**." These Terms shall apply to the transaction(s) contemplated by the Order unless Buyer and Seller have previously entered into a separate written supply agreement governing such transaction(s) (a "**Supply Agreement**"), in which event the Supply Agreement shall govern in the event of a conflict between these Terms and the terms of the Supply Agreement.

1. AGREEMENT—The attached revocable Order and these Terms will become a binding agreement on, and only on, the terms set forth herein, only upon the occurrence of the following (and following such occurrence, shall be referred to herein as this "**Agreement**") (a) Seller's written acceptance of the Order, (b) Seller's commencement of production of goods under the Order (the "**Goods**") or shipment of any permitted unit of the items described herein, (c) Seller's commencement of the provision of services under the Order (the "**Services**"); or (d) other conduct by Seller manifesting to Buyer the existence of a contract. Notwithstanding any terms communicated in any way by Seller to Buyer in connection with this Agreement, including any terms contained in any quote by Seller, all of which terms are rejected by Buyer, Seller agrees that this Agreement will control the relationship of, and constitutes the sole and entire agreement between, Seller and Buyer, and any such other terms provided by Seller are null and void. This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Agreement. Unless permitted by the Order, Seller may not assign or subcontract any of its obligations under this Agreement without the prior, written consent of Buyer in its sole discretion.

2. MODIFICATION— No amendment, alteration, or change of this Agreement subsequent to the date hereof including without limitation, the wording of Seller's acceptance, shall be valid or enforceable unless in writing and executed by an authorized representative of Buyer.

3. WARRANTIES—Seller agrees, and represents and warrants to Buyer, that: (i) title to the Goods is good and marketable and free and clear of all liens, taxes, charges, or other encumbrances; (ii) the Goods are free from all defects in design, workmanship, and materials and are merchantable; (iii) the Goods are fit for their ordinary intended purposes and any purposes specified hereunder; (iv) the Goods and their components are new and not previously used; (v) the Goods comply with all applicable laws, regulations, rules, codes and standards of the jurisdiction in which the Goods are to be sold; (v) the Goods do not and will not infringe or misappropriate the patent, copyright, trademark or other intellectual property or proprietary rights of any third party and (vi) the Goods shall, for a period of twelve (12) months from shipment or twenty-four (24) months in actual service, whichever occurs earlier (the "**Warranty Period**"), conform to Buyer's specifications, drawings, plans, or other documents furnished by Buyer to Seller or referenced in the Order (collectively, the "**Specifications**"). Seller also agrees, and represents and warrants, that any Services sold hereunder: (i) will be performed in a professional and workmanlike manner, in accordance with the Specifications, the highest standards in Seller's industry, and applicable law; and (ii) do not and will not infringe or misappropriate the patent, copyright, trademark, or other intellectual property or proprietary rights of any third party. These express warranties shall not be deemed waived by reason of either or both the receipt of the Goods or Services or payment therefor by Buyer. If, at any time prior to the expiration of the Warranty Period, or any extension thereof, it appears that the Goods or the Services, or any portion thereof, do not conform to the above warranties, and Buyer so notifies Seller within a reasonable time after his discovery, Seller shall promptly correct, replace or reperform, as applicable, such defective portion to the satisfaction of Buyer at Seller's sole expense. For replacement of defective Goods, Seller shall bear all risk and costs of returning the defective portion to Seller, and such return shall not be effected until the receipt of the replacement by Buyer. In case Seller fails to take any corrective action required by Buyer within thirty (30) days of Buyer's written request, Buyer may perform the repair or replacement by whatever means necessary and back-charge the expenses to Seller. Seller shall also be responsible for any and all costs and expenses incurred or imposed on Buyer as a result of defective Goods or Services. The Warranty Period for all repaired, replaced and reperformed Goods and Services shall be reinstated for a period equal to the original Warranty Period, beginning as of the date the repair, replacement or reperformance is accepted by Buyer.

4. SERVICE PERFORMANCE SCHEDULE -- Seller shall give Buyer timely, updated and complete information in advance as to Seller's plans and schedules for performing the Services. If at any time during the performance of the Services, Seller's actual progress does not meet the requirements of this Agreement, or is insufficient to assure that any schedule herein can be met, Buyer may notify Seller to take appropriate steps as may be necessary to improve Seller's progress. Seller will thereupon submit a recovery plan to Buyer for approval and take steps as may be necessary to improve its progress including, without limitation, an increase in Seller's labor force, or the number of shifts, or overtime operations, or additional days of work per week, or similar measures. In the event such recovery plan affects any delivery date, or the cost of performance of the Services, the parties shall meet and confer to determine an equitable adjustment of same. Neither such notice by Buyer nor Buyer's failure to issue such notice shall relieve Seller of its obligation to meet the quality of the Services, rate of progress or other requirements of this Agreement. Services shall not be deemed complete until Goods have actually been received, inspected, tested, and accepted by Buyer.

5. DELIVERY—INSPECTION—EXCESS TRANSPORTATION COSTS—Time of delivery and performance is of the essence of this Agreement. If any shipment of Goods or Service rendered is not made when required by this Agreement, Buyer reserves the right to refuse any Goods or Services hereunder and to cancel without any liability all or any future shipments or performance by Seller. Delivery of Goods shall not be deemed complete until Goods have actually been received, inspected, tested, and accepted by Buyer. Seller shall retain title and bear the risk of loss to the Goods purchased hereunder until received and accepted by Buyer. Such inspection or testing will be made by Buyer within a reasonable time after their receipt by Buyer, irrespective of payment date. If inspection discloses that part of the Goods received are not in accordance with Buyer's Specifications, Buyer shall have the right to cancel any unshipped portion of the Order. In the event such Goods are nonconforming, Buyer may either return the rejected Goods or hold at Seller's entire risk and expense, and may in any event charge Seller with the cost of transportation (inbound and outbound) of such Goods. Buyer reserves the right to refuse Goods when shipped contrary to instructions or not on the shipping date specified by Buyer or for noncompliance with classification packing requirements. In the event that any Goods are determined by Seller or by any governmental agency or court to contain a defect, quality or performance deficiency, or not be in compliance with any standard or requirement so as to make advisable that such Goods be reworked or recalled, Supplier will promptly communicate all relevant facts to Buyer and undertake corrective action, provided that Buyer shall cooperate with and assist Supplier in any necessary filings and corrective action, and provided that nothing herein shall preclude Buyer from taking such action as may be required of it under any such law or regulation. Supplier shall perform all necessary repairs or modifications upon mutually acceptable terms.

6. SUSPENSION -- Notwithstanding any other provision of this Agreement, Buyer with or without cause may at any time, and from time to time, suspend, or extend the time for, Seller's performance, upon prior written notice of such suspension or extension. Thereafter, Seller shall resume performance as directed by Buyer. In the event of such suspension or extension that is not attributable to Seller, Seller shall be entitled to reimbursement for additional costs reasonably and necessarily incurred by Seller in effectuating such suspension or extension period, to the extent that such additional costs are actually incurred, and result directly and exclusively from such suspension, provided, however, that such costs must

be claimed within twenty (20) days after the earlier of receipt of notice to resume work or the resumption of performance. Accordingly, the failure of the Seller within such twenty (20) days to serve notice shall be deemed to be a conclusive and binding waiver by the Seller of all claims or damages by reasons thereof. Under no circumstances, including but not limited to the pendency of any dispute, may Seller terminate, suspend, or limit performance of the Services, unless and until Buyer agrees in writing to such termination, suspension or limitation, or until a final order of a court of competent jurisdiction determines Seller is permitted to do so.

7. EXPEDITING -- The Goods and Services furnished hereunder, including all warranty work, shall be subject to expediting by Buyer. Buyer's representatives shall be afforded free access during working hours to Seller's facilities, and Seller agrees to procure a similar right for Buyer for expediting purposes with respect to Seller's subcontractors and vendors. Seller shall supply schedules, progress reports and unpriced copies of Seller's purchase orders and subcontracts for Buyer's use in expediting. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Failure to comply with Seller's schedule may be deemed to be reasonable grounds for insecurity in which event Buyer may demand in writing that Seller provide adequate assurance that Seller will perform on time. If Seller does not make up for any failures to comply with schedule to the satisfaction of Buyer, Buyer may replevin the Goods and Services in process, and associate materials, and seek all damages and remedies available to it hereunder, at law and in equity.

8. PRICE—Price is set forth on the face of this Order and is not subject to increase for the duration of the performance of this Agreement. If Price is not stated on the face of this Order, it is agreed that the Goods and Services shall be billed at the price last quoted by Seller to Buyer, accounting for any index pricing adjustments specified in the quote, or billed at the prevailing market price, whichever is lower. If, prior to the actual date of shipment of any Goods or provision of any Services, Seller quotes, charges, or otherwise uses a price, for like Goods or Services under like terms, either with Buyer or any of its customers, that is lower than the price set forth on the face of this Order or the price established pursuant to the second sentence of this paragraph, Seller will charge the lower price to Buyer.

9. PAYMENT—Individual invoices must be issued for each shipment applied against this Agreement, and must reflect Buyer's Order number for this Agreement. In the event Seller's invoice is not received in an acceptable form or if it does not include proper proof of shipment and/or delivery documentation, or evidence of services completion, the date of payment including net invoices or cash discounts will be computed from the Buyer's receipt of same. Drafts will not be honored. Invoice must not be dated prior to shipping date. Buyer is not liable to pay interest on any amounts past due. Unless otherwise agreed to by the parties in writing, payments due hereunder shall be due within sixty (60) calendar days from satisfactory completion and delivery of all associated Goods and Services

10. CONFIDENTIALITY -- In connection with the performance of this Agreement, Buyer may disclose to Seller certain Confidential Information, as defined herein, which Buyer considers confidential. The term "**Confidential Information**" as used herein shall include, without limitation, all specifications, drawings, sketches, models, samples, forecast and current data, computer programs or documentation and oral disclosure of other technical, business, financial or marketing information, and any copies thereof, that Buyer may provide to Seller in accordance with these terms. Confidential Information that Buyer provides to Seller may but need not be identified as confidential when it is disclosed to Seller. Confidential Information includes any information or materials that be their nature ought reasonably to be considered confidential. Except as provided herein, Seller shall not, directly or indirectly, disclose any Confidential Information to any other individual or entity of any kind for any reason without Buyer's prior, express written consent. Prior to requesting Buyer's written consent, Seller shall first enter into a confidentiality agreement with the proposed third party that is at least as restrictive as the terms set forth in herein. If Buyer provides its written consent to Seller's request to disclose Confidential Information to such third party ("**Additional Receiving Party**"), Seller shall be fully liable for any breach of confidentiality under this Section by the Additional Receiving Party. Seller shall use the Confidential Information solely and exclusively to perform its obligations hereunder, and will not use the Confidential Information for any other purpose except pursuant to the express, written consent of Buyer. Seller shall hold all Confidential Information in confidence and protect it to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose, but in no event shall it use less than reasonable care. To the extent any Confidential Information received by the Seller bears any marking or stamp denoting its confidential nature, Seller shall not remove or deface any such marking or stamp. The foregoing notwithstanding, Seller shall have no obligation to preserve the confidential nature of any information which: (1) becomes publicly available other than by unauthorized disclosure; (2) is released for disclosure pursuant to Buyer's prior written consent; or (3) is lawfully obtained by Seller from a third party owing no obligation of confidentiality to Buyer without restriction and without breach of this Agreement. If the disclosure of Confidential Information should be lawfully required by a valid order of a court, other governmental body or any political subdivision thereof or otherwise required by law, Seller may disclose such information to the extent of such order or law, provided, however, that prior to disclosing any Confidential Information, the Seller shall (to the extent practicable and permitted by law): (a) inform Buyer immediately of the circumstances of the proposed disclosure and provide the Buyer with written confirmation that the disclosure is necessary; (b) use reasonable endeavors to comply with Buyer's reasonable requirements in relation to the disclosure including, where possible, taking reasonable steps to limit the adverse effects of any disclosure; and (c) use reasonable endeavors to gain assurances and/or undertakings as to confidentiality from the body to whom the information is to be disclosed. The obligations of this Section shall be complied with indefinitely from the date of disclosure thereof.

11. LIMITATIONS OF LIABILITY--IN NO EVENT SHALL BUYER BE RESPONSIBLE FOR ANY CLAIM FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, IMPLIED WARRANTY AND STRICT LIABILITY.

12. INTELLECTUAL PROPERTY--Except as set forth in the Order, all Goods and associated work product authored, developed or reduced to practice by Seller in its performance of this Agreement, are works made for hire the ownership of which shall vest in Buyer. To the extent any such Goods or work product shall be deemed not to constitute a work made for hire under applicable law, or in the event that Seller should otherwise, by operation of law, be deemed to retain any rights therein, Seller hereby assigns to Buyer all worldwide rights, title and interest, in and to such Goods and work product including, without limitation, all intellectual property rights therein. To the extent the Order identifies that any Seller or third party intellectual property existing prior to the date of this Order is included in the Goods or work product ("**Utilities**"), Seller hereby grants to Buyer a non-exclusive, non-transferable worldwide, perpetual, irrevocable right and license to use those Utilities as incorporated into the Goods and work product in connection with the use and enjoyment of the Goods and Work Product.

13. BUYER PROPERTY--All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like, as well as any samples furnished by Buyer to Seller in connection with this Agreement, remain the property of Buyer. In the event the Order contemplates Buyer providing materials to Seller for processing by Seller, such materials shall at all times remain the property of Buyer. In the event materials furnished by Buyer to Seller include any intellectual property of Buyer, Seller is granted a non-exclusive, non-transferable, non-sublicenseable and non-assignable limited license required to such intellectual property only for purposes of the production of Goods or performance of Services sold to Buyer under this Agreement. No other use of Buyer's intellectual property is licensed or permitted, and all other rights to Buyer's intellectual property not expressly licensed to Seller above are reserved by Buyer.

14. RELEASE AGAINST LIENS OR CLAIMS -- Seller shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Services or delivering the Goods hereunder. Buyer may require Seller to submit satisfactory evidence of payment and releases of all such claims, including lien waivers. If there is any evidence of any such unpaid claim, Buyer may withhold any payment until Seller has furnished such evidence of payment and release and Seller shall indemnify and defend Buyer against any liability or loss arising from any such claim. Seller shall cause any lien asserted against property, which arises from furnishing Services hereunder, including liens asserted by any supplier or contractor of Seller at any tier, to be discharged within twenty (20) days of its assertion. In order to assure Buyer of the prompt and unrestricted use of the Goods and Services for purpose for which they are procured hereunder, Seller agrees to waive any and all liens which it might otherwise assert in the resolution of disputes arising out of its performance hereunder and will deliver a full waiver of lien rights from each of its subcontractors, vendors, or suppliers supplying materials hereunder, if required. This waiver is not intended to be, nor will it be construed to be, a limitation of any of Seller's other rights hereunder or its other legal remedies. Seller further agrees to incorporate the substance of this provision into all of its agreements with subsuppliers.

15. TERMINATION FOR CONVENIENCE -- Seller's performance hereunder may be terminated by Buyer for its convenience in accordance with this clause in whole, or, from time to time in part whenever the Buyer shall elect. Any such termination shall be effected by delivery to Seller of a notice of termination specifying the extent to which performance hereunder is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise: (1) immediately discontinue work on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of any portion of the work that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Buyer of all orders to subsuppliers or assign those orders to Buyer; and (4) assist Buyer upon request in the maintenance, protection, and disposition of property acquired by Seller or furnished by Buyer hereunder; and (5) complete performance of work which is not terminated. If claimed in writing within twenty (20) days after notice of termination, Buyer will pay Seller an equitable adjustment to include: (a) all amounts due and not previously paid to Seller for Goods provided and Services completed in accordance with this Agreement prior to such notice, and for work thereafter completed as specified in such notice; (2) a reasonable amount for any Goods then in production; provided that no such adjustment shall be made in favor of Seller with respect to any Goods which is Seller's standard stock; and (3) costs of settling and paying claims arising out of the canceled orders under lower-tier subcontracts or purchase orders. The total sum to be paid to Seller under this Section, exclusive of settlement costs, shall not exceed the total Order price as reduced by the amount of payments otherwise made and as further reduced by the Order price of Goods and Services not terminated, and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which Seller agrees to waive.

16. DEFAULT—Upon default by Seller under any clause, provision or obligation hereunder, Seller shall pay all of Buyer's costs, charges and expenses arising from such default including, but not limited to, reasonable attorneys' fees and costs of litigation, and Buyer shall have any and all remedies available to Buyer under the Uniform Commercial Code or otherwise including, without limitation, the right to terminate the Agreement. Seller agrees to assist Buyer in the event that reprocurement action is necessary as a result of default, by co-operation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by Buyer. Seller agrees to provide Buyer with the right to continue to use any and all Intellectual Property and proprietary information Buyer deems necessary to complete the delivery of all Goods and Services hereunder. Seller grants unrestricted replevy rights to the Buyer, if relocation of Seller's performance hereunder, in Buyer's sole and exclusive judgment, is determined by Buyer to be the best course of action. Seller shall reimburse Buyer for any and all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Buyer in securing the release of its Goods and Services and associated materials or in any replevin action.

17. INSURANCE—Seller agrees to provide Buyer Certificates of Insurance demonstrating that Seller has insurance from an insurance company acceptable to Buyer, with a Best rating of A- or higher, covering the following: (i) comprehensive general liability insurance coverage in the minimum amount of $1 million combined single limit bodily injury and property damage per occurrence/$2 million aggregate; (ii) such certificate must also specifically state that this liability insurance includes blanket contractual liability or specifically state that it provides contractual liability coverage for the risks and obligations assumed under these Terms; (iii) Buyer is to be named as an additional insured through broad form endorsements to the comprehensive general liability insurance policy; (iv) automobile liability coverage in the minimum amount of $1 million combined single limit bodily injury and property damage per occurrence; (v) Worker's compensation coverage in accordance with the laws of the states in which Seller is conducting business in a form satisfactory to Buyer. Upon Buyer's request, Seller agrees to provide Buyer Seller's most current certified financial statements.

18. INDEMNIFICATION—Seller shall indemnify, defend and hold harmless Buyer from and against all claims, suits, liabilities, damages, costs, fees and expenses including reasonable attorneys' fees and court costs arising out of or incurred in connection with: (i) any claim for personal injury or property damage resulting or arising out of delivery or use of the Goods or Services, (ii) any claim that the Goods or Services infringe or misappropriate the copyright, patent, trademark, trade secret or other intellectual property or proprietary rights of any third party; (iii) any failure of the Seller or the Goods or Services to comply fully with the requirements of any applicable law, rule, regulation or Order, (iv) any breach of this Agreement by Seller including, without limitation, the breach of any warranties as described herein, (v) any defect or failure in the Goods or Services including, without limitation, any manufacturing defect, design defect, warning defect, or other product liability claim; (vi) the negligence or willful misconduct of Seller; or (vii) any violation of law by Seller. Seller shall use counsel reasonably satisfactory to Buyer in connection with any defense of any indemnified claim, and the indemnified party shall provide to Seller such assistance as Seller may reasonably request in connection with such defense, at Seller's sole expense. The indemnified party may participate in the defense of the indemnified claim without counsel of its own choosing at its sole cost and expense. Seller shall not settle any indemnified claims without the prior, written consent of Buyer and the indemnified party, if the settlement requires Buyer or the indemnified party to admit liability, take or refrain from taking any action, or pay any monies.

19. ENVIRONMENTAL PROTECTION -- Seller will prevent contamination of the environment by its performance hereunder, including the following: (i) Seller shall, in accordance with applicable laws and regulations, provide suitable facilities to prevent the introduction of pollutants into any ground or surface water including, without limitation to all other additional precautions necessary and in accordance with all laws, rules, regulations and permits of the governmental entities, a berm will be constructed around any chemical or petroleum storage area designed to contain a spill from the single largest container within the berm plus additional capacity for precipitation. Seller will notify Buyer of any oil or other chemical spill; (ii) Seller will not discharge smoke, dust or other contaminants into the atmosphere in violation of the laws, rules, regulations or permits of the governmental entities; (iii) Seller will preserve and protect all vegetation in accordance with all laws, rules and regulations and consistent with its performance hereunder; (iv) Seller will be solely responsible for damage to any such vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, unauthorized damage arising from its performance hereunder, and in no event will herbicides be used; and (v) Seller will remove all solid waste from the work area and dispose of it in accordance with all laws, rules and regulations and consistent with Buyer requirements. Except as otherwise provided herein, necessary sanitary conveniences for use by Seller's subcontractors and employees and personnel at any jobsite shall be furnished and maintained by Seller.

20. SAFETY PROTECTION -- Seller will be solely responsible for the safety and health of the employees, subcontractors and other persons engaged in the performance of this Agreement. Seller (and all its subcontractors and suppliers) will comply with all federal, state and local safety and health laws, rules and regulations, as well as these terms in its performance hereunder. Seller's safety program will meet all laws, regulations and OSHA requirements. Seller (and all of its subcontractors and suppliers) will, at all times, conduct all operations hereunder in a manner to avoid risks of bodily harm to individuals, avoid risks of damage to any property and avoid risks of fire. Seller and all of its subcontractors and suppliers will take all precautions necessary and continuously inspect all Goods and Services, materials, and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks to: (i) all employees and other persons engaged in manufacturing the Goods or performing the Services and all other persons who may be affected thereby; (ii) all Goods and Services and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Seller, its subcontractors or suppliers. Seller (and all subcontractors and suppliers) will comply with all applicable laws, rules, regulations and jobsite requirements pertaining to the health and safety of persons or property and protect them from damage, injury or loss. Seller (and all subcontractors and suppliers) will erect and maintain as required by existing conditions and in accordance with all laws, rules and regulations and consistent with the progress of the Services, all safeguards for safety and protection, including, without limitation, posting danger signs and other warnings against hazards, enforcing all applicable safety and health and fire regulations and notifying any owners and users of adjacent facilities.

21. COUNTERFEIT PARTS PREVENTION: Seller represents and warrants that only new and authentic materials, items, or components are used in its performance hereunder, and that the Goods contain no counterfeit or fraudulent parts. No other materials or parts of the Goods, other than a new and authentic materials or parts of the Goods, are to be used in the Goods supplied, unless approved in advance by Buyer in writing.

22. ENGINEERING ANALYSIS FILES: For Services involving performance of engineering analysis, upon Buyer's request, Seller will provide all computer input files and computer output files in the form requested by Buyer for a period of ten (10) years from the date of Buyer's acceptance of the Services. Seller will warrant the accuracy of the delivered Services for ten (10) years from the date of Buyer's acceptance of the Services. Seller will immediately notify Buyer in writing of any error in the delivered Services that is identified by Seller's own staff or other third parties in the ten (10) warranty period.

23. PROPOSITION 65 COMPLIANCE—All Goods sold by Seller to Buyer, whether for distribution, resale or otherwise, shall be labeled in compliance with California's Proposition 65 law and implementing regulations. Seller must notify Buyer of any Goods without a Proposition 65 label. Upon its receipt of such notice, Buyer, in its sole discretion, will instruct Seller to either return any or all of such Goods with properly-labeled Goods, or to retain any or all such Goods, in which case Seller shall provide labels and further instructions for the labeling of such Goods. Seller agrees to indemnify Buyer for all claims, actions and suits, and all associated costs expenses and fees (including reasonable attorneys' fees) arising from any or alleged violation of Proposition 65 relating in any way to any Goods provided by Seller to Buyer.

24. COMPLIANCE WITH LAWS—Seller shall comply with all applicable laws in connection with its performance of this Agreement including, without limitation, the U.S. Foreign Corrupt Practices Act and any other applicable anti-bribery laws, any applicable export laws, and any applicable child labor laws. Provided items and/or technical data herein may be subject to export control under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Such data should not be disclosed, exported, or transferred in any manner to any foreign person or any foreign country without prior written approval of the Office of Defense Trade Controls, U.S. Department of State, the Bureau of Industry and Security, or the U.S. Department of Commerce. All suppliers of the Buyer shall be required to have a documented ITAR Compliance Program. Seller agrees to comply with the applicable provisions of all Federal, State, and Local law and all regulations issued thereunder, and any provisions required to be included in this contract including the requirements pursuant to Executive Orders 11701 (employment veterans), 11758 (employment of handicapped), 11625 (utilization of minority business enterprises), and 11246 (equal employment opportunity), as amended by 11375 which requirements are incorporated herein by reference. By accepting or performing this Agreement the Seller certifies in accordance with 41 CFR part 60-1-8, with respect to orders which exceed $10,000 and which are not otherwise exempt from the Equal Opportunity Clause (E. O. 11246 as amended by E.O. 11375) that it does not and will not maintain segregated facilities or permit its employees to perform services at any location under its contract where segregated facilities are maintained, and that it will obtain similar certification prior to the award of any non-exempt contract. Seller warrants that each chemical substance transferred to Buyer required or permitted to be reported pursuant to 15 USC 2601 et seq is at the time of sale or transfer on the list of such substances published by the U.S. Environmental Protection Agency. Seller represents and provides certification on invoices submitted that goods furnished are produced in compliance with applicable requirements of sects 6, 7 and 12 of Fair Labor Standards Act. Seller agrees to defend, indemnify and hold harmless Buyer against all claims, actions, liabilities, and fees arising out of alleged violation of applicable laws. Further, Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to Purchaser hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (P.L. 94-469).

25. CONFLICT OF INTEREST—In performing this Agreement, Seller shall avoid all conflicts of interest. Conflicts of interest means the pursuit or carry existence of interests that may interfere with the ability to make decisions or act in the exclusive interest of Buyer, including the exploitation of Buyer's business opportunities for personal gain.

26. FORCE MAJEURE—Buyer shall not be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, epidemic, pandemic, disease outbreak, or any governmental "stay-at-home" order, war, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this Section: (i) shall have given the other party prompt written notice thereof; and (ii) shall take reasonably steps under the circumstances to mitigate the effects of the force majeure event. In the event Buyer is unable to timely accept delivery of any Goods or Services under this Agreement as a result of the force majeure, Seller shall deliver such deliverables at such time Buyer notifies Seller it is able to take delivery, and Seller shall pay all costs associated therewith. Notwithstanding the preceding, in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Buyer may terminate this Agreement upon notice to Seller.

27. WAIVER—The failure of Buyer to insist in any instance upon strict performance by Seller of any provision of this Agreement shall not be construed as a continuing waiver of such item, or waiver or any other provision of this Agreement.

28. GOVERNING LAW AND VENUE—This Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without application of its conflict of laws provisions; the United Nations Convention on the International Sale of Goods shall not apply. Any dispute arising out of or relating to this Agreement shall be brought in the state or federal courts located in the State of New Jersey, the exclusive jurisdiction of which the parties irrevocably consent to for this purpose. The parties hereby waive objection to the venue of such courts on grounds of *forum non conveniens* or otherwise.