



GF Machining Solutions LLC

560 Bond Street, Lincolnshire, IL 60069 | 847-913-5300 (p) | 847-913-5340 (f) | www.gfms.com/us

TERMS OF PURCHASE

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Buyer objects to, and is not bound by, any term or condition in Seller's acknowledgement of Purchase Order which contains different or additional terms and conditions than those set forth in the Purchase Order and in these Terms of Purchase (collectively, the Purchase Order and the Terms of Purchase are referred to herein as the "Purchase Order," or "the Terms.") Seller agrees to sell to Buyer the goods or services described or referred to herein or in the Purchase Order, at the prices indicated, only on the express condition that Seller assents to the terms or conditions in the Purchase Order and these "Terms." Any additional or different terms or conditions proposed by Seller are hereby expressly rejected unless incorporated in a written agreement signed by the parties. Performance by Seller of the obligations under the Purchase Order shall be deemed to be Seller's acceptance of the Purchase Order and these Terms.
2. **WEBSITE.** The GFMS Terms of Purchase can be found in the General Terms of Purchase section on the GFMS website at www.gfms.com/us. Always check for the most current Terms of Purchase on the website, which shall supersede and replace these Terms.
3. **PRICES AND PAYMENTS.** Seller warrants that the price indicated in the Purchase Order is as low as any net prices now given by Seller to any other customer for like goods and/or services. No extra charges of any kind will be allowed, unless specifically agreed to by Buyer in a written agreement that specifically references this Section.
 - 3.1 Seller agrees to protect Buyer against any decline in prices. If during the duration of the Purchase Order, Seller quotes to anyone a price lower than that set forth in the Purchase Order, such lower price will apply to the quantity of goods and/or services undelivered hereunder. If a lower price is quoted by others for like goods and/or services, unless Seller is willing to meet that lower price for any undelivered goods or services, Buyer is at liberty to purchase any undelivered quantity hereunder at the lower price from such other party. In the case where Buyer purchases like goods and/or services at the lower price from a third party, Seller's undelivered balance of goods and/or services shall thereby be cancelled and Buyer shall have no obligation to purchase Seller's undelivered goods and services.
 - 3.3 Seller's price shall include sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees or duties applicable to the goods or services.
 - 3.4 Payment terms are net forty five (45) days, unless otherwise stated on the face of the Purchase Order, from the later of: (i) the actual delivery date, (ii) the scheduled delivery date or (iii) the date of receipt of the valid invoice by Buyer. Seller warrants that it is authorized to receive payment in the currency stated in the Purchase Order. Buyer shall be entitled at any time to set-off amounts owing under the Purchase Order, with any and all amounts owing from Seller to Buyer under these Terms or any other agreement between the Seller and Buyer.
4. **DELIVERY AND PASSAGE OF TITLE.**
 - 4.1 Time is of the essence with respect to the Purchase Order. If Seller fails to deliver the goods or complete the services as scheduled, Buyer may, at Buyer's sole discretion: (i) assess such amounts as may be set on the face of the Purchase Order as liquidated damages for the agreed delay *period*; (ii) require Seller, at Seller's cost, to forward all goods by fastest method (express premium air, sea and/or land delivery) to the destination point determined by Buyer; (iii) buy the undelivered goods and/or services elsewhere and charge Seller the excess cost and expenses over the price set forth in the Purchase Order; and/or (iv) suspend or terminate the Purchase Order in accordance with Section 12.
 - 4.2 Unless otherwise stated on the face of the Purchase Order, goods *shipped* from Seller for delivery to Buyer shall be delivered DDP Buyer's facility or the destination point identified by Buyer (collectively, "Buyer's Delivery Point"), with title and risk of loss passing at Buyer's Delivery Point. All delivery designations are INCOTERMS® 2010. Goods delivered to Buyer in advance of schedule may, at Buyer's sole determination, be returned to Seller at Seller's expense or stored by Buyer at Seller's expense. Buyer shall have the right to specify the carrier, the contract of carriage, and the named place of delivery in all cases.
 - 4.3 Each shipment shall include a detailed, complete bill of material/parts (each material or part is a "component") list which sets forth: (i) each component of the goods or materials purchased by Buyer; (ii) each component included in the shipment; and (iii) each component not included in the shipment. This bill of material/parts list shall be included with the packing list for each shipment. When requested by Buyer, Seller must provide a packing list with values for each item.
 - 4.4 If goods will cross an international border, Seller shall provide all documentation as required for Customs clearance in each and all countries. Seller's invoice shall be in English, or destination country specific language, and shall include: (i) contact names and phone numbers of Buyer and Seller who have knowledge of the transaction; (ii) Buyer order number, part number and detailed description of the merchandise; (iii) purchase price in currency of the transaction; (iv) quantity; (v) INCOTERMS® and named place; and (vi) Country of Origin of the goods. In addition, all goods or services provided by Buyer to Seller for the production of goods not included in the Purchase Order shall be separately identified on the invoice (i.e. consigned material, tooling, etc.). Each invoice shall also include the applicable Purchase Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining invoice value.



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- 4.5 If goods will be delivered to a destination country having a Trade Agreement with Seller's Country, Seller shall cooperate with Buyer to assure eligibility of goods for any special program for Buyer's benefit and provide Buyer required documentation (e.g., NAFTA or USMC Certificate, EURI Certificate, Declaration or other Certificate of Origin) to support the applicable special customs program (e.g., NAFTA or USMC, EU-Mexico FTA, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to the scope of the Purchase Order exist at any time during the execution of the same, and be of benefit to Buyer, in Buyer's sole judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including, but not limited to, counter-trade or offset credit value which may result from the Purchase Order, and acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Seller shall indemnify, defend and hold Buyer harmless from any costs, fines, penalties or charges arising from Seller's inaccurate documentation or untimely cooperation. Seller shall immediately notify Buyer of any known documentation errors.
5. **DRAWINGS.** Any review or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of Seller's responsibility to meet all requirements of the Purchase Order.
6. **CHANGES.** Buyer may at any time make changes within the general scope of the Purchase Order in any one or more of the following: (i) drawings, designs or specifications where the goods to be furnished are to be specially manufactured for Buyer; (ii) method of shipment or packing; (iii) place and time of delivery; (iv) amount of Buyer's furnished property; (v) quality; and/or (vi) quantity. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, such adjustment to be made in writing signed by Seller and Buyer. Any claim by Seller for adjustment under this clause will be deemed waived unless asserted within thirty (30) days after Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.
7. **INSPECTION OF GOODS.** All goods (including, but not limited to, raw materials, components, intermediate assemblies, work in process, tools and end products) and services shall be subject to inspection and test upon reasonable notice by Buyer and Buyer's customers, or representatives of either, at all times and places, including, but not limited to, sites where the goods and services are created or performed, to assess: (i) work quality; (ii) conformance with Buyer's specifications; and (iii) conformance with Seller's representations, warranties and covenants. If any inspection or test is made on Seller's premises, Seller, without additional charge, shall provide all reasonable access and assistance to the inspectors and for the safety and convenience of the inspectors. If Buyer and/or Buyer's customer tests and/or inspection points are included in the Purchase Order, the goods shall not be shipped without Buyer's or Buyer's customers, as applicable, inspector's release or a written waiver of test and/or inspection with respect to each such point. Seller shall notify Buyer in writing at least twenty (20) days prior to each of Seller's scheduled tests and/or inspections and, as applicable, each test and/or inspection point. Buyer's final inspection, to include acceptance or rejection of the goods or services, shall be made as promptly as practical after delivery, except as otherwise provided in these Terms of Purchase. Failure to inspect, accept, reject or detect defects by inspection shall neither: (i) relieve Seller from responsibility for such goods or services including those that are not in accordance with the Purchase Order requirements; nor (ii) impose any liabilities on Buyer. Seller shall provide and maintain an inspection and process control system acceptable to Buyer and Buyer's customers covering the goods and services and shall keep complete records available to Buyer and Buyer's customer for three (3) years after delivery of the goods and services.
8. **REJECTION.** If any of the goods or services provided pursuant to the Purchase Order are found at any time prior to expiration of its applicable warranty to be defective or otherwise not in conformity with the requirements of the Purchase Order, Buyer, in addition to all other rights, remedies and choices Buyer has pursuant to the Purchase Order, these Terms, by law, and in equity, may, at its option and sole discretion and at Seller's expense: (i) reject and return all of the goods or services or only reject the non-conforming goods or services; (ii) take action to cure all defects and/or bring the goods into conformity with all requirements of the Purchase Order, allocating all costs, expenses (including, but not limited to, material, labor and handling costs, and any legal and professional fees), and other reasonable charges for Seller's account; (iii) withhold total or partial payment; (iv) require Seller to immediately and properly correct any defective portion of the services and/or require Seller to immediately replace any non-conforming goods with goods that conform to the Purchase Order; (v) require Seller to recall and replace or repair, as appropriate, all non-conforming goods and/or services; and/or (vi) suspend or terminate the Purchase Order in accordance with Section 12. For any repair or replacement, Seller shall perform any and all tests requested by Buyer to verify conformance to the Purchase Order. Cost for tests shall be borne by Seller.
9. **BUYER'S PROPERTY.** Unless otherwise agreed in writing, all information, tools, equipment and/or material furnished to Seller by Buyer or specially paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Buyer's personal property. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property and shall be safely stored separate and apart from Seller's property. Seller shall use Buyer's property only to meet Buyer's orders and shall not substitute any property for Buyer's orders. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost and Buyer shall be named on Seller's insurance policies as an additional insured with loss payable to Buyer. Such property shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.



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10. **INSPECTION OF FINANCIALS.** Buyer may, during regular business hours and after reasonable notice, access any of Seller's premises to examine: (i) Seller's financial and other books and records relating to Seller's performance under the Purchase Order and Seller's compliance therewith (including, but not limited to, invoices and other documents to support invoice elements) and (ii) materials, components, manufacturing facilities, procedures and goods in any state of production or delivery. Upon Buyer's request, Seller shall provide Buyer with a certificate certifying compliance with any and all of the representations and warranties in the Purchase Order (including, but not limited to, Section 3) and/or any and all covenants and other provisions in the Purchase Order.
11. **WARRANTIES.** Seller warrants that: (i) all goods and services provided pursuant to the Purchase Order, whether provided by Seller or by a direct or indirect supplier of Seller, will be conveyed with good title, free of any liens, encumbrances and claims of any nature; (ii) all goods and services will conform in strict compliance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer; (iii) all goods and services will comply with all Laws; and (iv) all goods and services will be of merchantable quality, free from all defects in design, workmanship, and material, and will be fit for their intended, ordinary and foreseeable uses. All goods and services shall carry warranties, with the warranty period being the later of: (i) Seller's original warranty; or (ii) eighteen (18) months after accepted delivery of the applicable goods or services; or (iii) such longer duration as stated on the face of the Purchase Order. The warranty shall run to Buyer, its successors, assigns, and the users of the goods and services covered by the Purchase Order, and such successors, assigns, and the users of the goods and services shall be third party beneficiaries of the Purchase Order.
12. **SUSPENSION AND TERMINATION.** Buyer may suspend the Purchase Order or any part thereof, at any time, for any or no reason, by written notice to Seller. Upon receiving notice of suspension, Seller shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies, and equipment Seller has on hand for performance. Seller shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and service for the work, and shall take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Seller shall resume performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of, or the time required for the performance of any work caused by suspension, shall be pursued pursuant to, and consistent with, Section 6. Buyer may terminate the Purchase Order or any part thereof, at any time, for any or no reason, by written notice to Seller. Upon receiving notice of termination: (i) Seller shall immediately suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies, and equipment Seller has on hand for performance; (ii) Seller shall immediately deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and service for the work, and shall take such action relative to such purchase orders and subcontracts as Buyer may direct; and (iii) Buyer shall, within a reasonable time period after receiving a detailed invoice, reimburse Seller for the reasonable actual costs of those unique components that cannot be returned to Seller's supplier or sold to other customers that were required to produce the goods requested in the Purchase Order.
13. **INDEMNITY AND INSURANCE.** Seller shall defend, indemnify and hold harmless the Buyer and its subsidiaries, affiliates, and parent companies and their respective directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses or liabilities (including, but not limited to, claims for personal injury or property damage, claims or damages payable to customers of Buyer, and breaches of the Purchase Order) arising from any act or omission of Seller, its agents, suppliers, employees or subcontractors. Any Seller providing Services to Buyer shall maintain: (i) Worker's Compensation Insurance covering all employees, and (ii) Commercial General Liability Insurance (or similar insurance) (including, but not limited to, so-called "broad form" contractual liability, which includes, but is not limited to, coverage for contractual liability insuring the liability assumed in these Terms of Purchase, for products liability, contractor's protective liability, collapse or structural injury, and coverage for damage to property in the Seller's control, care and/or custody) on an occurrence basis for injuries, including, but not limited to, accidental death, to any number of persons in an amount not less than \$5,000,000 United States Dollars ("USD") and for property damage on account of any single occurrence in an amount not less than \$2,000,000 USD, issued by companies reasonably acceptable to Buyer. Seller shall furnish Buyer "Certificates of Insurance," completed by Seller's insurance carrier(s), naming Buyer as an additional insured and certifying that the insurance coverages are in effect and will not be cancelled or materially changed except ten days after Buyer's written approval. Seller hereby waives subrogation. All insurance specified in this section shall contain a waiver of subrogation in favor of Buyer, its subsidiaries, affiliates and their respective employees for all losses and damages covered by the insurance required in this section, including, but not limited to, coverage for damage to Buyer's property in the Seller's care, custody or control. The existence of Seller's insurance is not to be construed as a limitation of Seller's liability hereunder.
14. **ASSIGNMENT AND SUBCONTRACTING.** Seller may not assign or transfer, in whole or in part, including, but not limited to, by change of ownership or control, the Purchase Order or any interest herein including, but not limited to, payment to Buyer, without Buyer's prior written consent. Seller will require all of its subcontractors and sub-tier suppliers to comply with the Terms in the Purchase Order.
15. **PROPER BUSINESS PRACTICES.** Seller shall act in a manner consistent with Buyer's Code of Conduct, integrity policies, all laws concerning improper or illegal payments and gifts or gratuities, and further agrees not to pay, promise to pay, or authorize the payment of, any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Purchase Order. In addition, Buyer shall be entitled to immediately terminate the Purchase Order and to recover from the Seller any loss resulting from such termination if the Seller (including Seller's agents or representatives) has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining



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or execution of an agreement or any other document relating to the Purchase Order or for showing favor to any person in relation to any agreement between Buyer and Seller, and if the Purchase Order is so terminated, notwithstanding any other provision herein to the contrary, Seller will not be entitled to any recompense or sums for any costs incurred or work performed pursuant to the Purchase Order.

16. COMPLIANCE WITH LAWS

16.1 Seller represents, warrants, certifies and covenants that it will comply with applicable provisions of all applicable Laws and all lawful orders, rules, and regulations issued thereunder, in the country of intermediate and/or final delivery of goods or provision of services. Seller shall also comply with good industry practices. No forced or prison labor, or labor in violation of minimum working age Law in the country of manufacture may be used in connection with the Purchase Order. If forced or prison labor, or labor below applicable minimum working age, is determined to have been used in connection with the Purchase Order, Buyer shall have the right to immediately terminate the Purchase Order and Seller shall not be entitled to any recompense or sums for any costs incurred or work performed pursuant to the Purchase Order. Seller further agrees to provide at Buyer's request certificates relating to any applicable legal requirements and to update any and all of the certifications, representations and warranties made under the Purchase Order, in form and substance satisfactory to Buyer.

16.2 Seller represents, warrants, certifies and covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et seq.) or the Law of any other country to which the goods may be exported. To the full extent permitted by Law, Seller will indemnify, defend and hold harmless Buyer from and against any costs or expenses (including, but not limited to, any countervailing duties which may be imposed and, to the extent permitted by Law, any preliminary dumping duties that may be imposed) arising out of, or in connection with, any breach of this warranty.

16.3 If goods are to be delivered DDP (INCOTERMS® 2010) to the destination country, Seller agrees that Buyer will not be a party to the importation of the goods, that the transaction(s) represented by the Purchase Order will be consummated after importation, and that Seller will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration. Seller also confirms that it has non-resident importation rights, if necessary, to import into the destination country. If Seller is the importer of record into the United States of America for any goods or services associated with the Purchase Order, including, but not limited to, any component parts thereof, Seller shall provide Buyer required documentation for duty drawback purposes which includes, but is not limited to, properly executed Customs Form 7552, titled "Certificate of Delivery," as well as Customs Form 7501, titled "Entry Summary," and a copy of Seller's invoice.

16.4 EU GDPR Compliance. Buyer affiliates are subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when acting as a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as defined in the GDPR. Seller acknowledges and agrees that it may be acting as a "processor" of "personal data" for Buyer under these Terms and that all applicable requirements of the GDPR are incorporated by reference in these Terms. Seller represents and warrants that (1) it is aware of and understands its compliance obligations as either "Controller" or a "Processor" under GDPR; (2) it will process "personal data" received from Buyer only in accordance with Buyer instructions and only in compliance with GDPR; and (3) with regard to its obligations under these Terms, it shall comply with all applicable requirements of the GDPR to the same extent as required for Buyer. Additionally, the Seller shall indemnify and hold Buyer, its, directors, officers, affiliates, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by Seller.

16.5 AFFIRMATIVE ACTION & PAY TRANSPARENCY POLICY STATEMENT. This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4 (a), 60-300.5 (a) and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals with disabilities, qualified protected veterans, and prohibit discrimination against all individuals based on their race, color, religion sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected status, or disability. This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

17. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PUBLICITY. Seller shall keep confidential all information provided by Buyer in connection with the Purchase Order, including, but not limited to, any personal data, technical, process, proprietary or economic information derived from drawings, models, specifications and other data and shall not divulge, directly or indirectly, such information for the benefit of any party other than Buyer without Buyer's prior written consent. Except as required for the efficient performance of the Purchase Order, Seller shall not use such information or make or permit copies to be made of such drawings, models, proprietary information, specifications or other data without Buyer's prior written consent. If any reproduction



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is made with prior written consent, notice referring to the requirements of this paragraph shall be inscribed thereon. Upon completion or termination of the Purchase Order, Seller shall promptly return to Buyer all materials incorporating any such information and any copies thereof. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer, and which in any way relates to the goods or services related to the Purchase Order, shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary, and shall be acquired by Buyer free from any restrictions, as part of the consideration for the Purchase Order. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of goods), or release any information concerning the Purchase Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, or any official body except as required by applicable Law, without Buyer's prior written consent.

18. **INTELLECTUAL PROPERTY.** Seller shall indemnify, defend and hold harmless Buyer, and its subsidiaries, affiliates and parent companies and their respective directors, officers, employees, agents representatives, successors and assigns, whether acting in the course of their employment or otherwise, from any and all costs, damages, and expenses (including, but not limited to, attorney and professional fees) related to any suit, claim or proceeding brought against Buyer or Buyer's customers (or the investigation thereof) based on a claim that any goods and/or services, or any part thereof, furnished under the Purchase Order, including any device or process necessarily resulting from the use thereof, allegedly or actually constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. Buyer shall notify Seller promptly and give information and assistance, at Seller's expense, for the investigation and defense of such claim. If use of any or all goods and/or services are enjoined, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using such goods and/or services or replace same with a non-infringing but functional equivalent subject to Buyer's acceptance of such modified goods or services in Buyer's sole discretion.
19. **PACKING, PRESERVATION AND MARKING.** Packing, preservation and marking will be in accordance with the specification drawing or as specified in the Purchase Order, or if not specified, the best commercially accepted practice, consistent with applicable Law. The Country of Origin for all goods shipped across international borders shall be marked in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit, so as to clearly indicate to Buyer and customs the origin of the goods.
20. **GOVERNING LAW.** The Purchase Order shall be construed under and governed by the laws of the State of Illinois without regard to its conflicts of laws principles. THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PURCHASE ORDER.
21. **DISPUTE RESOLUTION.** Buyer and Seller shall first attempt amicably to resolve any controversy, dispute or difference arising out of the Purchase Order or the legal relations between the parties, failing which, either party may file a lawsuit. Buyer and Seller hereby irrevocably consent to the exclusive jurisdiction and venue of either the state courts in Lake or Cook Counties, Illinois or the federal District Court for the Northern District of Illinois, for all such controversies, disputes or differences. The parties submit to the jurisdiction of said courts, and waive any right to trial by jury and waive any claim including but not limited to procedural due process or forum non-conveniens as a result of such venue and forum.
22. **WAIVER.** The failure of Buyer in any one or more instances to insist upon performance of any Terms or to exercise any right or privilege hereunder, or the waiver by Buyer of any breach by Seller of any Terms, shall not be construed as generally waiving any Term, right, or privilege, and these Terms shall continue and remain in full force and effect as if no failure or waiver had occurred. A waiver by a party is only effective if it is in a signed writing, and is only effective in relation to the particular obligation or breach in respect to which it is given.
23. **SEVERABILITY.** Whenever possible, each provision of the Purchase Order shall be interpreted in such manner as to be effective and valid under applicable Law. If any of the covenants or agreements are determined to be unenforceable by reason of extent, scope, duration or otherwise, then the parties agree that the tribunal hearing the matter shall reduce such extent, scope, duration or other provision only to the extent necessary for enforcement. If the governing law provision set forth above is not enforced, then the parties agree that the tribunal hearing the matter shall enforce the other provisions of the Purchase Order to the fullest extent possible under applicable Law. If any provision or part thereof shall be deemed prohibited or invalid under such applicable Law, said provision shall be ineffective only to the extent of said prohibition or invalidity, and said prohibition or invalidity shall not invalidate the remainder of said provision or any other provision of the Purchase Order.
24. **SURVIVAL.** All Terms which by their nature or effect are required or intended to be observed, kept or performed after the cancellation, termination or expiration of the Purchase Order, will survive and remain binding upon and for the benefit of the parties, their successors (including, but not limited to, successors by merger) and permitted assigns including, but not limited to, Sections 2, 3, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 21, 25 and 26.
25. **ENTIRE AGREEMENT.** The Purchase Order and these Terms constitutes the entire agreement between Seller and Buyer with respect to the goods and services covered thereby and supersedes any prior or other agreements, written or oral, between Buyer and Seller, concerning the subject matter thereof and can only be modified, terminated, or rescinded in writing by Buyer's authorized representative.