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NYX, Inc. ("Buyer")

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: Vendor has read and understands this order (hereinafter referred to as "Purchase Order" or "Order") and agrees that Vendor's written acceptance or commencement of any work or service under this Order shall constitute Vendor's acceptance of these terms and conditions only. All terms and conditions proposed by Vendor which are different from or in addition to this Order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this Order. Any modifications to this Order shall be made in accordance with Paragraph 31.

2. SHIPPING BILLING AND FLSA CERTIFICATION: Vendor agrees (a) to properly pack, mark and ship goods, in accordance with the requirements of Buyer and involved carriers in a manner to secure lowest transportation costs; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage transportation or drayage of goods unless otherwise stated in this Order; (d) to provide with each shipment packing slips with Buyer's Order number marked thereon; (e) to properly mark each package with this Order number, the factory, plant and dock number, and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Vendor will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Vendor further agrees: (a) to promptly render after delivery of goods or performance of services, correct and complete invoices to Buyer with appropriate Order number clearly noted thereon: and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Vendor's invoice must include a certification that all goods were produced in compliance with the applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and Orders of the United States Department of Labor issued in connection therewith. The payment date is set forth on the face side of this Order, or if not stated, shall be on the 60th day following Buyer's receipt of a proper invoice. Time for payment shall not begin until correct and complete invoices are received, and Vendor's cash discount privileges to Buyer shall be extended until such time as payment is due. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Order.

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3. DELIVERY SCHEDULES: Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Vendor to a modification of the price for goods or services covered by this Order. For Orders of goods where quantities and/or delivery schedules are not specified, Vendor shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS: If Vendor's acts or omissions result in Vendor's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Vendor shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Vendor's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Vendor's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

5. CHANGES: Buyer reserves the right at any time to direct changes, or cause Vendor to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this Order, including work with respect to such matters as inspection, testing or quality control, and Vendor agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this Order shall be made in accordance with paragraph 30.

6. INSPECTION: Vendor agrees that Buyer shall have the right to enter Vendor's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this Order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. Vendor agrees to meet the full requirements identified in the industry production part approval process manual and agrees to present the information to Buyer upon request, regardless of the authorized submission level. All material supplied pursuant to this Order which shall be construed as a completed part shall permanently bear the Buyer's part number and name or code name, Vendor's name or code name and date of manufacture by Vendor.

7. SUBCONTRACTING-Vendor shall not subcontract any of its duties or obligations under any Order without

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prior approval by Purchaser on the face of an Order or Order amendment or in a Signed Writing by Purchaser's Vice President – Purchasing. Vendor shall ensure that any subcontractor so approved complies with all production part approval process requirements of Purchaser's Customer and any other requirements of Purchaser. Purchaser or Purchaser's representative shall be afforded the right to verify at any subcontractor's premises and Vendor's premises that subcontracted Goods conform to specified requirements. Verification by Purchaser or Purchaser's representative shall not (i) shift responsibility for quality by the subcontractor from Vendor to Purchaser, (ii) absolve Seller of the responsibility to provide acceptable Goods nor (iii) preclude subsequent rejection of Goods by Purchaser. Notwithstanding any verification by Purchaser or Purchaser's representative, Vendor remains fully liable for any work subcontracted.

B. In the event Vendor's subcontracting of any of the work under any Order is approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by Purchaser's Vice President – Purchasing, and as a condition to such approval, Vendor shall provide Purchaser with written evidence that the subcontractor agrees to be bound by these Terms and Conditions and the Order.

C. In the event Vendor cannot fulfill any of its obligations under any Order, Vendor shall, at Purchaser's option and in addition to any other rights or remedies available to Purchaser under the Order or otherwise, assign to Purchaser all of Seller's rights with respect to any subcontractors under such Order.

8. NONCONFORMING GOODS: To the extent Buyer rejects goods as nonconforming, the quantities under this Order will automatically be reduced unless Buyer otherwise notifies Vendor. Vendor will not replace quantities so reduced without a new Order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Vendor's instructions at Vendor's risk. Vendor's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Vendor for storage and handling, or to dispose of the goods, without liability to Vendor. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Vendor's responsibility for any defects, latent or otherwise.

9. FORCE MAJEURE: Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters,

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wars, sabotage, inability to obtain power, or court injunction or Order [but excluding labor problems (including lockouts, strikes and slowdowns), material shortages or inability to obtain equipment]; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within twenty-four (24) hours or as soon as practicable. During the period of such delay or failure to perform by Vendor, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times required by Buyer and at the price set forth in this Order. If requested by the Buyer, Vendor shall, within twenty-four (24) hours of such request, provide adequate assurances that the delay shall not exceed five (5) days. If the delay lasts more than five (5) days or Vendor does not provide adequate assurance that the delay will cease within five (5) days Buyer may immediately cancel the Order without liability.

. WARRANTY: Vendor expressly warrants that all goods or services covered by this Order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Vendor acknowledges that Vendor knows of Buyer's intended use and expressly warrants that all goods covered by this Order which have been selected, designed, manufactured, or assembled by Vendor, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer. The foregoing warranty will be in effect for the longer of i) the warranty period Buyer is obligated to extend to its customer, ii) the time necessary for Buyer and/or its customer to complete any recall or corrective action relating to the Order, or iii) that provided by law.

11. INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Vendor, shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of goods purchased hereunder, Vendor agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing shipped to Buyer.

12. INSOLVENCY: Buyer may immediately cancel this Order without liability to Vendor in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Vendor; (b) filing of a

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voluntary petition in bankruptcy by Vendor; (c) filing of any involuntary petition in bankruptcy against Vendor; (d) appointment of a receiver or trustee for Vendor; or (e) execution of an assignment for the benefit of creditors by Vendor, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

13. CANCELLATION FOR BREACH: Buyer reserves the right to cancel all or any part of this Order, without liability to Vendor, if Vendor: (a) repudiates or breaches any of the terms of this Order, including Vendor's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within two (2) hours (or such shorter period of time if commercially reasonable under the circumstances) after receipt of notice (oral or written) from Buyer specifying such failure or breach.

14. TERMINATION: In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may at its option immediately terminate all or any part of this Order, at any time and for any reason, by giving written notice to Vendor. Upon such termination, Buyer shall pay to Vendor the following amounts without duplication: (a) the Order price for all goods or services which have been completed in accordance with this Order and not previously paid for, less any of Buyer's offsets; and (b) the actual costs of work-in-process and raw materials incurred by Vendor in furnishing the goods or services under this Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Order; less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Vendor with Buyer's written consent, and less any of Buyer's set-offs. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Vendor in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Vendor's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Vendor under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Vendor, directly or on account of claims by Vendor's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of this Order. Within thirty (30) days from the effective date of termination, Vendor shall submit a comprehensive termination claim to Buyer, consistent with the terms of this Purchase Order, with sufficient

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supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Vendor's failure to submit such termination claim timely shall operate as a bar to any future action on such claim. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Vendor.

15. INTELLECTUAL PROPERTY: Vendor agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered including infringement arising out of compliance with specifications furnished by Buyer or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Vendor's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Vendor or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Vendor assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this Order.

16. TECHNICAL INFORMATION DISCLOSED TO BUYER: Vendor agrees not to assert any claim (other than a claim for patent infringement relating to a valid patent issued prior to the date of disclosure) with respect to any technical information which Vendor shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this Order.

17. PROPRIETARY INFORMATION: Vendor acknowledges and agrees that Buyer has special knowledge and expertise in various areas which are critical to its future success, and acknowledges that Buyer has developed this special knowledge and expertise through significant investment in research and product development, product and process improvements, the development of proprietary technology and operational techniques, management and marketing. This has resulted in a pool of information that is not generally available to others and which Buyer considers proprietary and confidential ("Proprietary Information"). Proprietary Information includes all the previously discussed information as well as information relating to designs, inventions, raw material formulations, processes, customer lists, forecasts, financial statements, budgets, pricing, costs, employees and any other

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information that the Buyer does not generally distribute to third parties. Buyer agrees to at all times keep all Proprietary Information confidential, and both during the term of its relationship with Buyer, and at all times thereafter, shall not directly or indirectly i) disclose any Proprietary Information without the prior written consent of Buyer, or ii) use any of Proprietary Information, except as is necessary in performing Vendor's obligations to Buyer. Further, Vendor agrees that during the term of their relationship, and for a period of 18 months thereafter, not to compete, directly or indirectly, with Buyer and during the same said period not to hire any of Buyer's employees. Vendor agrees that any breach of this provision 16 would cause Buyer irreparable injury and a remedy in law would not be inadequate and, without limiting any other remedy available at law or equity, an injunction, specific performance or other equitable relief, in addition to money damages, shall be available to Buyer. Vendor also agrees to pay Buyer all costs incurred by it in enforcing any of this provision 16, including without limitation, actual attorney fees.

18. INDEMNIFICATION/INSURANCE: Vendor shall indemnify and hold Buyer (including employees, officers, directors, shareholders) harmless from and against any claims, liabilities, damages, costs and expenses (including reasonable attorney fees) incurred in connection with any claims, lawsuits, causes of action, regulatory actions or any proceeding, that are related in any way to or arise in any way from Vendor's representations, warranties or any obligation of Vendor under this Purchase Order or are in any way related to Vendor's relationship with Buyer.

Further, if Vendor performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Vendor shall indemnify and hold Buyer (including employees, officers, directors, shareholders) harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Vendor's performance of work or use of Buyer's property except for such liability, claim or demand arising out of the sole negligence of Buyer.

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Vendor shall maintain insurance coverage in amounts not less than the following: (a) Worker's Compensation - Statutory Limited for the state or states in which this Order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit, and (d) Automobile Liability (including owned, non-owned and

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hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit. At Buyer's request, Vendor shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Vendor and, if further requested by Buyer, such certificates will provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Vendor's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Vendor of its obligations or liabilities under this Order. In the event of Vendor's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this Order and shall not be required to make further payments except for conforming goods that are the standard stock of Vendor or if a substantial quantity of like goods are being sold by Vendor to others.

19. BAILED PROPERTY: All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly to Vendor to perform this Order, or for which Vendor has been reimbursed by Buyer, shall be and remain the property of Buyer. Vendor shall bear the risk of loss of and damage to Buyer's property. Buyer's property shall at all times be properly housed and maintained by Vendor; shall not be used by Vendor for any purpose other than the performance of this Order; shall be deemed to be personal property; shall be conspicuously marked with Buyer's name as it appears on the face of this Purchase Order, by Vendor; shall not be commingled with the property of Vendor or with that of a third person and shall not be moved from Vendor's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Vendor, either (i) F.O.B. transport equipment at Vendor's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer or delivered to such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Vendor the reasonable cost of delivering such property to such location. Buyer shall have the right to enter onto Vendor's premises at all reasonable times to inspect such property and Vendor's records with respect thereto. Vendor shall pay all actual costs incurred by Buyer in the event Vendor refuses to return Buyer's property immediately upon demand, including but not limited to actual attorney fees and costs. Buyer shall have the option, within their sole discretion, to set-off in part or in total, against any monies owing Vendor, the value of any property furnished to Vendor by Buyer, including the value of any supplies or raw materials. For purposes of such set-offs, "value" shall

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be the greater of Buyer's cost or the current market price of such property. **Vendor hereby specifically waives any and all rights to assert any lien rights whatsoever, or security interests, in any bailed property.**

20. REMEDIES: The rights and remedies reserved to Buyer in this Order shall be cumulative and additional to all other or further remedies provided in law or equity.

21. DUTY DRAWBACK RIGHTS/NAFTA: This Order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Vendor's suppliers) which Vendor can transfer to Buyer. Vendor agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback. Upon acceptance of this Purchase Order, Vendor is obligated to provide the Buyer with NAFTA Certificates of Origin for all Components and Raw Material supplied for the duration of this Purchase Order. The Certificate of Origin must include the Purchaser's Plant Location as supplied. Completed NAFTA Certificates of Origin will be submitted to the Buyer's Purchasing Department, ATTN: Purchasing Department.

22. SET-OFF: In addition to any right of set-off provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Buyer and its subsidiaries and/or affiliates; and Buyer may deduct any amounts due or to become due from Vendor to Buyer and its subsidiaries and/or affiliates from any sums due or to become due Buyer to Vendor. Notwithstanding the foregoing, Buyer shall have no obligation to immediately exercise its right of set-off provided hereunder and failure to so exercise such rights shall not act as a waiver of such rights or of the underlying claims of set-off. Further, any payment by Buyer hereunder to Vendor shall not act as a waiver of any claim of Buyer's arising hereunder against Vendor, including any claim for set-off or netting.

23. ADVERTISING: Vendor shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Vendor has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trade names of Buyer in Vendor's advertising or promotional materials. In the event of Vendor's breach of this provision Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. GOVERNMENT COMPLIANCE: Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Vendor's performance of its obligations under this Order, and this Order shall be deemed to incorporate by reference all the clauses required by the provision of said laws, orders and regulations. All materials used in part manufacturers shall satisfy current governmental and

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safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. Vendor shall meet all quality requirements of Purchaser and all quality requirements of Purchaser's Customer, including, but not limited to, the applicable plans relating to ISO 9001/ TS 16949/ IATF16949 and ISO 14001 and the various OEM End of Life Vehicle ("ELV") reporting and other requirements.

25. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: This Order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-1, including 60-741, as amended, pertaining to affirmative action of handicapped workers. Vendor certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-140, as amended; (b) filing EEO - 1 Reports as required by 41 C.F.R. 60-1.7, as amended, and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Vendor adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individuals age, race, color, sex, religion or national origin.

26. NO IMPLIED WAIVER: The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other Order.

27. NON-ASSIGNMENT: Vendor may not assign or delegate its obligations under this Order without Buyer's written consent.

28. RELATIONSHIP OF PARTIES: Vendor and Buyer are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other party whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. JURISDICTION/GOVERNING LAW/ARBITRATION: This Order is to be governed by and construed according to the jurisdiction and laws of the State of Michigan. Disputes arising from the Order shall be finally settled by arbitration before the American Arbitration Association, Detroit, Michigan, pursuant to its commercial

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arbitration rules then in effect. The decision of the arbitrator shall be final and binding upon Buyer and Vendor, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction.

30. SEVERABILITY: If any term of this Order is invalid or unenforceable under a relevant statute, regulation, ordinance, executive order or other rule of law, such term shall be modified or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Order shall remain in full force and effect.

31. ENTIRE AGREEMENT: This Order, together with the attachments, or supplements, specifically referenced in this Order, constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior oral and written representations and agreements. Notwithstanding the foregoing, any references in any Order to any proposals or documents of Vendor shall be for product or service identification and/or description purposes only, and shall not alter the terms and conditions set forth in this Order. This Order may only be modified by a valid purchase Order subsequently issued by Buyer.