

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these "Terms") shall apply to any transactions between Bonded Logic, Inc. ("Bonded Logic" or "Supplier") and the customer (the "Customer") noted on the purchase order, invoice or order acceptance (as applicable, the "Order"), unless otherwise stated in a writing signed by Bonded Logic. Unless expressly agreed by Bonded Logic in writing, these Terms supersede and replace any conflicting provisions set forth in any Customer purchase order or payment advice, and Bonded Logic hereby expressly rejects any such conflicting provisions. Customer shall be deemed to have accepted these Terms upon submission of an Order and to have reaffirmed that acceptance upon shipment by Supplier of any products to the order of Customer or services rendered by Bonded Logic at Customer's order (respectively, the "Products" and "Services"). If these Terms are later amended or replaced by Bonded Logic, the new or amended Terms shall apply to all Orders between Customer and Supplier, except to the extent those changes would not be applicable by their terms to completed transactions.

Section 1. ORDER DELIVERY TIMES: Unless otherwise expressly agreed by Bonded Logic in the Order acceptance, Bonded Logic shall have at least 60 days following receipt of the initial Order to produce the initial shipment of Products or to render the Services. Thereafter, Bonded Logic shall have at least 45 days to produce additional shipments of Products meeting the same specifications, provided that if any additional Order exceeds the number of Products by more than 10% of the average quantity of prior Orders, Bonded Logic shall have additional time to produce those Products. Services to be rendered by Bonded Logic shall be rendered on the same timetable as for the Products unless otherwise noted by Bonded Logic in a communication to Customer. Bonded Logic may require Customer to provide it with advance forecasts of anticipated quantities and Bonded Logic shall be excused for Customer's failure to do so or for the inaccuracies in any of those forecasts.

Section 2. PAYMENT TERMS: Unless otherwise stated in a signed writing by Bonded Logic, the Customer shall pay the amounts due for the Products and Services according to the following schedule:

(a) Payments are due no later than 30 days from the earlier of shipment of the Products, the rendering of the Services or the issuance of Bonded Logic's invoice.

(b) Customer shall pay Supplier for all Products shipped and Services rendered, even if in excess of the quantities ordered. Unless otherwise specified on the Order, all Products shall be charged at the rates set forth in the Order and delivered at Bonded Logic's place of production, F.A.S. Customer shall be responsible for all delivery, loading and unloading charges, together with any insurance, taxes or other charges to be levied on the Products. All payments made shall be non-refundable. Payments not made when due shall bear interest at the rate of 1½ % per month or the highest rate permitted by law, whichever is lower, and failure to pay amounts owed when due shall not be excused by the assessment of interest. In addition, Bonded Logic may pursue any remedies permitted by law or in equity against Customer.

(c) Title to and risk of loss of the Products shall pass to Customer upon delivery of the Products F.A.S. at Supplier's place of shipment. If a shipment is not accompanied by a bill of lading, packing slip or similar delivery document, Bonded Logic's count and/or weight shall be conclusive.

(d) Customer shall not setoff or deduct any amounts from payments owed to Bonded Logic without Supplier's express prior written consent. If Customer believes it has any claims or setoff rights against amounts it owes Supplier, it shall notify Bonded Logic of that situation and the parties shall attempt to resolve that situation through good-faith negotiation among them. If those negotiations are unsuccessful, then either party may pursue its remedies, but Customer shall not setoff or deduct its claimed damages from amount due to Bonded Logic until that dispute has been resolved or a final judicial resolution of that matter occurs, and then only in accordance with that settlement or resolution.

Section 3. SPECIFICATION CHANGES: Customer may give Bonded Logic written notice of its desire to make changes in the Products or Services. Promptly after its receipt of a notice from Customer, Bonded Logic shall give Customer written notice of the additional charges to Customer, if any, to make any of those changes and the costs incurred for any unused Products, Services, supplies or inventory no longer required, as well as of any changes to the delivery schedule that may be required. No change request by Customer shall be effective unless Customer and Bonded Logic agree in writing to Bonded Logic's proposed charges, changes in price, charges and delivery schedule. If no written agreement is reached by the parties within fourteen (14) calendar days after Bonded Logic's notice of its proposed changes, these Terms shall continue unmodified as if Customer had never submitted a change request.

Section 4. FORCE MAJEURE: Notwithstanding any other provision of these Terms or applicable law to the contrary, Bonded Logic shall not be liable or responsible to Customer for any failure or delay in performance or nondelivery, in whole or in part, due to events of force majeure, including, but not limited to, acts of God or of the public enemy; acts of Customer not within its rights under these Terms; fire; flood; storm; explosion; earthquake; riots; wars; hostilities; civil commotion; accidents; strikes or other labor disputes; interruption of supply; shortages of or inability to obtain fuel, power, raw materials or freight or transportation services; any change in law or regulation; any decision by any judicial or arbitral tribunal or any other acts of any government agency or persons purporting to act with governmental authority; any disruption of capital, financial or commodity markets (including markets for recycled materials) or any other cause beyond the reasonable control of Bonded Logic or which Bonded Logic is not able to overcome by the use of reasonable measures, would cause it to operate at a loss or which Bonded Logic is able to overcome only at a substantial additional expense. No force majeure shall excuse or delay any of Customer's payment obligations hereunder. In the event of a force majeure event, Bonded Logic may suspend its performance under any Order, seek a change in the terms thereof, including of its pricing or other changes deemed by Bonded Logic as necessary to mitigate the force majeure event, if feasible.

Section 5. PRICE; PAYMENTS; TAXES: Customer shall pay Bonded Logic the price for the Products or Services as and when due. Acceptance and endorsement by Bonded Logic of any instrument for less than the full amount that Bonded Logic claims to be due and payable hereunder shall not be deemed to be an admission of payment in full, and any conditions to the contrary that are noted on any instrument shall not be binding on Bonded Logic. Customer shall be responsible for and shall pay any and all taxes and all other government charges and other impositions arising from the sale of the Services by Bonded Logic to Customer, including, but not limited to, customs tariffs and duties, excise taxes, sales, use and value-added taxes, and all other taxes or levies imposed by any government agency in connection with the transactions contemplated by these Terms, whether imposed upon Bonded Logic or Customer, or both of them, except for U.S. federal and state taxes imposed on the net income of Bonded Logic. The intent of this Section 5 is to assure that Bonded Logic receives the full amount of the purchase price for the Products and Services specified in the Order by the due date, irrespective of any taxes or other levies that may be imposed by any government.

Section 6. EXPRESS WARRANTY:

(a) Bonded Logic warrants that the Products will conform to the R-value and density and other technical specifications set forth in the Order, if any, and if none are so stated, that the Products will generally be produced in accordance with the R-Value, density and configuration standards for those Products established by Bonded Logic, in any case within tolerances for the products set forth in Supplier's website, and subject to the provisions of subsection (c) below. Services shall be performed in a good and commercially reasonable manner.

(b) The foregoing warranty shall be in effect for a period of thirty (30) calendar days after the date the Products are delivered to the applicable delivery point or the relevant Services are performed and any claims by Customer shall be made only during that period. Failure to submit a claim during that period shall constitute full acceptance of the Products and Services and a waiver of any rights to thereafter assert a claim with respect thereto. Customer hereby waives any rights to assert that the Products contain any hidden or undiscoverable defects, which may toll the running of that claims period. In the event of a breach by Bonded Logic of the foregoing warranty, Customer's sole and exclusive remedy for that breach is the repair or replacement of the defective Products or the reperformance of the relevant Services by Bonded Logic at Bonded Logic's expense, upon Customer's written request.

(c) Customer shall be solely responsible for ensuring that the Products are suitable for Customer's intended purposes in every respect, and Customer accepts the full risk if the Products ordered fail to meet Customer's needs or intended purposes. Customer acknowledges that Bonded Logic is not performing engineering services for Customer and that Customer shall be responsible for evaluating the appropriateness of any design or product configurations offered by Supplier. Customer further agrees that any comments that Bonded Logic makes to Customer or any of its affiliated or related companies or any of the contractors or agents concerning the engineering, design or suitability of the Products shall be merely advisory and non-binding in nature and shall be based entirely upon Bonded Logic's experience. Customer acknowledges that the Products may consist, in part, of natural or synthetic fibers or other components derived from recycled materials. Accordingly, those Products may contain variations, stray materials and other imperfections that occur and may not be detected. Customer accepts those imperfections and the related risks that could occur from the use of those materials.

(d) If Customer determines that any Products or Services do not conform to the Express Warranties noted above, Customer shall notify Supplier of that situation. Bonded Logic shall have the right to independently test those Products or review those Services. If Bonded Logic determines that the Products or Services did not meet the required standards, Bonded Logic shall repair or replace the defective Products at its expense and render the defective Services again at its expense, offer to refund the cost of those Products or Services, a combination of the two, or other compensation at Bonded Logic's discretion. If the independent testing determines that the Products or Services conformed to the required specifications, within the acceptable tolerances, then no remedy shall be required and Supplier may assess Customer for Bonded Logic's costs and expenses, including the costs of the independent testing. Bonded Logic may require the return of any defective products at Bonded Logic's expense. Bonded Logic may require that any testing procedures conform to the testing protocols established by it from time to time.

(e) Customer assumes full responsibility to assure that any Products produced by Supplier for Customer are properly labeled in conformity with applicable law for Customer's intended use and purposes of those Products. Supplier shall have no duty to review the adequacy of that labeling, regardless of whether Supplier is advised of the intended purposes of those Products. Customer shall assure that any text, logos or other materials contained in any Products or Services at Customer's direction or request shall comply with applicable law and do not infringe on the rights of others.

Section 7. DISCLAIMER OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES SET FORTH IN SECTION 6 HEREOF ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, AND SUPPLIER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES ON THE PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THOSE WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE RELEVANT WARRANTY PERIODS STATED IN SECTION 6 HEREOF.

Section 8. LIMITATION OF LIABILITY:

(a) Notwithstanding any provision of these Terms or applicable law to the contrary, Bonded Logic's liability to Customer and its customers or users of the Products or Services any of their respective personnel, agents, family members, heirs, successors or assigns with respect to any and all losses, damage or liabilities shall be limited, in the aggregate, to the purchase price for the defective Products delivered or for the defective Services actually rendered by Bonded Logic. Bonded Logic shall have no liability or obligation with respect to any bodily injury to or death of any person or any damage to property attributable to the compliance of Bonded Logic or any of its subcontractors with the specifications or instructions of Customer. Bonded Logic shall have no liability to Customer after the date that is twenty-four (24) months after the earliest Order date for which the liability first arose.

(b) **SUPPLIER'S SOLE LIABILITY TO CUSTOMER WITH RESPECT TO DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSONS SHALL BE AS SET FORTH IN SECTION 8(A) HEREOF. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS TO THE CONTRARY, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM SUPPLIER ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR EXPENSES FOR ANY REASON, WHETHER OR NOT ARISING OUT OF (i) ANY DAMAGE TO PROPERTY OR ANY INJURY TO OR DEATH OF ANY PERSON (ii) ANY BREACH OF THE EXPRESS WARRANTIES GRANTED BY SUPPLIER IN SECTION 6 HEREOF OR (iii) ANY OTHER BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THESE TERMS OR APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ACTUAL OR PROSPECTIVE PROFITS BY CUSTOMER OR ANY EXPENSES INCURRED BY CUSTOMER FOR "DOWN TIME." Customer agrees that it shall be solely responsible to obtain at Customer's expense insurance coverage intended to compensate and protect Customer from any of those losses or claims.**

Section 9. DEFAULT:

(a) In the event that, due to no fault of Customer, Bonded Logic fails to perform any obligation hereunder as and when due after the expiration of any excuse (including, but not limited to, an event of force majeure) or extension provided for in the Terms or the Order, and if Bonded Logic shall continue to fail to perform that obligation or commence reasonable action to cause that obligation to be performed for a period of sixty (60) calendar days after Notice thereof is delivered to Bonded Logic by Customer (after the expiration of any excuse (including, but not limited to, an event of force

majeure)) or extension provided for in the Terms or Order, Customer shall be entitled to terminate any further performance by it hereunder, and recover any actual payments received by Bonded Logic from Customer hereunder for Products or Services not provided to Customer. The foregoing remedy is Customer's sole and exclusive remedy for breach of these Terms or any Order by Bonded Logic or for any claim of any kind Customer may assert against Bonded Logic as a result of the relationship established pursuant to the Order or these Terms, and precludes all other remedies, including, but not limited to, recovery of incidental, special, indirect, consequential and/or punitive damages, or actual damages in excess of the limit contained herein; provided, however, that certain events or certain breaches of these Terms are dealt with specifically in Sections 6, 7 and 8 hereof, and the provisions of those Sections shall control with respect to any events or any breaches described therein, regardless of whether or not those events or breaches might also constitute a breach under this Section 9(a).

(b) In the event that, for any reason (including, but not limited to, an alleged event of force majeure), Customer fails to make any payment or perform any other obligation hereunder as and when due, and that failure continues for a period of fifteen (15) calendar days after Bonded Logic gives Notice of the failure to Customer, then, Bonded Logic shall thereupon be entitled to terminate any further performance by it under any Order or these Terms, retain the payments previously made to it hereunder, recover all remaining unpaid payments hereunder and its other damages, and/or seek any other remedy available to it at law or in equity, including other rights included in these Terms. All of those remedies shall be cumulative and shall not preclude the resort to any other remedies. In no event shall an event of force majeure relieve Customer from its obligations to pay as and when due all payments required to be made by it under any Order or these Terms or applicable law. If Supplier reasonably believes that Customer is unable or unwilling to perform its obligations hereunder, Supplier shall be permitted to suspend its performance hereunder until Customer provides assurances acceptable to Supplier sufficient to permit it to continue hereunder.

Section 10. INDEMNIFICATION:

(a) Each party (as such, an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, including its parents, subsidiaries, and other affiliated companies and each of their respective directors, officers, managers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, penalties, liabilities, costs, obligations and expenses (including reasonable attorneys', experts' and legal fees) (each a "Claim") arising out of or resulting in any way from any act or omission of the Indemnifying Party or its agents, employees or subcontractors (collectively, the "Indemnifying Parties"), in whole or in part for the Party's (i) breach of its obligations under these Terms or any Order, (ii) the actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret or other intellectual property right, (iii) violation of any law, rule or regulation by the Indemnifying Parties, including violations based on negligence, intentional act or strict liability, or (iv) improper use of the Products or Services.

(b) In addition, Customer shall defend, indemnify and hold harmless Bonded Logic and its Indemnified Parties from any Claim that (i) any items or materials shipped with any Products were defective, improperly packed, spoiled or otherwise injurious to others, except to the extent those failures were directly caused by defects in the Products, or (ii) that Customer has or had a duty to warn a third party with respect to any items or materials shipped with any Products.

(c) Notwithstanding the foregoing, no settlement or compromise that imposes any liability or obligation on the Indemnifying or Indemnified Parties shall be made without the prior written consent of those persons. The Indemnified Party shall have the right, but not the obligation, to participate in the defense and/or settlement of any Claim. In the event that the Indemnifying Party fails to defend and/or indemnify the Indemnified Parties, the Indemnified Party has the right to defend or settle any claim on its own behalf through counsel of its choice, and be fully reimbursed by the Indemnifying Party for all costs and expenses of that defense. This indemnity shall be in addition to the other obligations of a party set forth in these Terms or as required by law.

Section 11. INTELLECTUAL PROPERTY:

(a) The filing, prosecution, maintenance, enforcement and defense of any intellectual property relating to the Products and Services shall be at the sole discretion of Supplier. Without limiting the foregoing, Customer acknowledges that Supplier is the sole owner of all intellectual property rights related to its Products and Services, whether

or not created for use by Customer, and regardless of whether the configuration, design, contents or other attributes of those Products or Services were created with or by Customer or its personnel or agents or according to Customer's specifications or technical requirements. Customer hereby acknowledges that all rights to any of those inventions, improvements and modifications are owned by Supplier, as well as any other intellectual property developed by Supplier outside of its work for Customer (collectively, the "Supplier IP"). Customer shall be the owner of the Customer Trademarks and any other products it creates or which it develops outside of its work with Supplier, in either event to the extent that those products do not use or incorporate any Supplier IP or Supplier Confidential Information ("Customer IP" and with respect to either party, its "IP"). Each party shall promptly notify the other party of any suspected infringement of the IP owned by the other and provide any available evidence thereof. Neither party shall apply for a patent, copyright or other right or protection regarding the IP owned by the other party without the prior written consent of that party. To the extent that Customer or its personnel have any rights to the Supplier IP, Customer hereby assigns all of those rights to Supplier and Customer agrees to execute any assignments, agreements and other documents necessary to transfer all rights to that IP to Supplier. Customer further agrees to cause its personnel and agents to do the same to the extent any of them has any rights to that IP.

(b) Any and all discoveries, inventions, and designs, including modifications, improvements and replacements, regardless of whether patentable or subject to copyright, that are conceived or reduced to practice by Customer or its employees or other agents in connection with the Products or Services shall be promptly disclosed to Supplier and shall become the property of Supplier. Customer hereby assigns all right, title, and interest in and to all those discoveries, inventions, and designs to Supplier. Customer and its employees shall, upon request, execute all papers necessary to assign those discoveries, inventions, and designs to Supplier and to cause, at Supplier's expense, patent applications to be filed thereon in favor of Supplier. Customer agrees to protect, indemnify, hold harmless and defend Supplier, and its affiliates and their directors, officers, employees and agents against any loss or damage arising out of any claim or suit for infringement of any patent or copyright, or the misappropriation of trade secrets or other proprietary right related or incident to performance under the Agreement or the Products or Services.

(c) Customer grants Supplier the right to use and incorporate any registered or pending trademarks owned by Customer (the "Customer Trademarks") into the Products or Services. Supplier agrees that all use of Customer Trademarks in connection with the Products or Services are for the benefit of Customer, and Supplier shall not acquire any right, title or interest in the Customer Trademarks or any Customer product, product information, product formulation, or the like based on that use.

(d) Supplier grants Customer the right to incorporate any registered or pending trademarks owned by Supplier ("Supplier Trademarks") into the Products and its promotional materials. Customer agrees that all use of Supplier Trademarks in connection with the Products or those materials are for the benefit of Supplier, and Customer shall not acquire any right, title or interest in the Supplier Trademarks or any Supplier product, product information, product formulation, or the like based on that use.

(e) Neither party will, without the prior written consent of the other, use the name trademark service mark, trade dress, logo or other identifying marks of that party in any sales, marketing or publicity activities or materials or issue any public statement regarding its relationship with the other party.

(f) Supplier shall own all drawings, specifications and technical information produced by either party with respect to the Products or Services, including those relating to any improvements, modifications or replacements thereof.

Section 12. ASSIGNMENT: Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Bonded Logic. Each Order and these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and permitted assigns.

Section 13. SEVERABILITY: The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms, and the remaining provisions of these Terms shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been included herein; provided, however, that any provision determined by an arbitral or judicial tribunal of competent jurisdiction to be invalid or unenforceable shall be modified only so much as shall be necessary to permit it to be enforced to the maximum extent permissible.

Section 14. CHOICE OF LAW; JURISDICTION: The substantive laws of the State of Arizona shall control the interpretation and the performance of each Order, these Terms and any other agreements arising out of or relating to it, and the transactions contemplated hereunder and thereunder, regardless of where any Order or these Terms are entered into or performed and regardless of any choice-of-law principles that might otherwise require the application of the laws of another jurisdiction. Customer and Bonded Logic each hereby irrevocably submits to the personal jurisdiction of the federal and state courts sitting in Maricopa County, Arizona with respect to any and all claims that either party hereto may assert against the other arising out of or relating to these Terms and each party hereto waives any defense to the exercise of that jurisdiction based on venue or forum non conveniens defenses.

Section 15. ENTIRE AGREEMENT: These Terms constitutes the entire agreement of the parties with respect to the Products and Services and supersedes all prior oral or written representations, warranties or agreements relating thereto, including any terms or conditions that may be contained in any request for quotation, bid, proposal or purchase order submitted by Customer. Except as noted in the introduction to these Terms, these Terms may not be amended except by a writing executed by duly authorized representatives of the parties hereto.

Section 16. WAIVER: The failure or delay of either party hereto to require performance by the other party hereto or to enforce its rights under any provision hereof shall not constitute a waiver of those rights or affect the rights of that party to require performance and to enforce its rights with respect to that provision unless and until that performance has been waived in writing by that party. Any waiver shall be effective only in accordance with its terms and may be restricted or conditioned in any way. No waiver hereunder shall constitute waiver of a continuance or reoccurrence of any failure or delay in performance hereunder, except as provided in that waiver. The rights granted to each party hereunder and any rights available at law or equity shall be cumulative and may be exercised in whole or in part from time to time.

Section 17. NOTICES. All Notices between the parties hereunder shall be in writing and sent by certified mail, e-mail, facsimile, hand delivery, or recognized courier service, with certified mail being sent by return-receipt-requested and postage-prepaid. Notices shall be addressed to the parties hereto at their respective addresses set forth in these Terms or in the Order. All Notices shall be deemed effective on the date that is five (5) calendar days after the date on which sent by certified mail, on the scheduled date of delivery if sent by hand or courier, or on the date of transmission if sent by facsimile or e-mail; provided, however, that any delivery or transmission after 5:00 p.m. local time of delivery or on a day that is not a generally recognized business day in that locale shall be deemed to have been delivered on the next succeeding business day. Each party hereto may change its address for purposes hereof by Notice given to the other party in the manner prescribed herein.

Section 18. INDEPENDENT CONTRACTORS: Each party hereto is acting as an independent contractor and neither party hereto shall be deemed to be an agent, joint venturer, partner or legal representative of the other party. Neither these Terms nor any Order shall grant, and neither party hereto shall have, any authority, express or implied, to create or assume any obligation, enter into any agreement, make any representation or warranty, file any document with any government agency or serve or accept legal process on behalf of the other party, to settle any claim by or against the other party, or to bind or otherwise render the other party liable in any way.

Section 19. TERM AND SURVIVAL: These Terms shall apply to all Orders and all Products produced for or Services rendered to Customer unless and until replaced by new or amended Terms by Bonded Logic. Customer's obligations under, and the disclaimers, restrictions and limitations of Bonded Logic's liability set forth in these Terms shall survive the delivery of the Products or the rendering of the Services without limit.

Section 20. CONFIDENTIALITY: Customer shall not (i) without the prior written permission of Bonded Logic, disclose to any third party, directly or indirectly, any confidential information, data, Supplier IP, documents or drawings provided, directly or indirectly, by Bonded Logic to Customer in connection with any Order, these Terms or any Products or Services provided hereunder ("**Bonded Logic's Information**"), or disclose the price or terms hereof; or (ii) use Bonded Logic's Information other than as strictly necessary in connection with the Products and Services for the which the Order and these Terms relate.

Section 21. REPRESENTATIONS AND WARRANTIES. By its submission of any Order, Customer represents and warrants that it, and the person or entity submitting the Order, are duly authorized to submit the Order and to enter into an agreement on these Terms and the Order without the consent of any other person or entity, and that these Terms are

the sole terms and conditions applicable to the Order, notwithstanding any other provisions in forms of any purchase order or acceptance supplied by Customer, all of which provisions are expressly disclaimed and rejected.

Section 22. INTERPRETATION: All headings are provided for the sake of convenience only and shall not limit the meaning of any other provision hereof. Provisions with respect to any gender shall refer to all other genders, including the neuter, and singular words shall refer to the plural and the reverse, as applicable. The word "including" means "including without limitation," regardless of whether so stated. The terms shall be construed according to their fair meanings, regardless of which party prepared these Terms, as each party to the Order has either been represented or had the opportunity to be represented by counsel in these transactions.

Section 23. WAIVER OF JURY TRIAL: EACH PARTY UNCONDITIONALLY AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THESE TERMS, THE ORDERS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER.

Section 24. TIME OF THE ESSENCE: Time is of the essence in the performance the party's duties under this Agreement, subject to the provisions of Section 4 hereof.