

**GENERAL TERMS AND
CONDITIONS FOR PURCHASE
OF MATERIALS**

Tenova Inc.

Supplier: _____

CONTENTS

- 1.0 DEFINITIONS
- 2.0 APPLICABILITY OF GENERAL TERMS AND CONDITIONS
- 3.0 ACCEPTANCE
- 4.0 CODE OF CONDUCT
- 5.0 SUPPLIER'S DUTY OF COOPERATION
- 6.0 SUPPLIER'S PERFORMANCE
- 7.0 PRICE
- 8.0 FINANCIAL RESPONSIBILITY
- 9.0 TIMING
- 10.0 MODIFICATIONS
- 11.0 INSPECTIONS AND TESTING
- 12.0 MARKING
- 13.0 PACKAGING – SPECIAL OR HAZARDOUS MATERIAL
- 14.0 NOTICE OF INTENDED DELIVERY
- 15.0 TITLE AND RISK OF LOSS
- 16.0 SERVICES
- 17.0 WARRANTIES AND REMEDIES
- 18.0 INDEMNITY
- 19.0 SPARE PARTS AND RELATED OBLIGATIONS
- 20.0 DAMAGES
- 21.0 INVOICING INSTRUCTIONS
- 22.0 INSURANCE
- 23.0 CANCELLATION
- 24.0 FORCE MAJEURE
- 25.0 ASSIGNMENT
- 26.0 INTELLECTUAL PROPERTY
- 27.0 CONFIDENTIALITY
- 28.0 DISPUTE RESOLUTION AND APPLICABLE LAW

1.0 DEFINITIONS

The following DEFINITIONS shall apply to these GENERAL TERMS AND CONDITIONS FOR PURCHASE OF MATERIALS (“GENERAL TERMS AND CONDITIONS”):

1.1 BUYER:

Shall mean **TENOVA INC**, aka TENOVA CORE, TENOVA I2S, POMINI INC or any of its designated subsidiaries, divisions, successors, assigns, or affiliates.

1.2 SUPPLIER:

Shall mean the individual or entity that is identified on the signature page hereto and that is the vendor of materials and/or services that are the SUBJECT OF THE CONTRACT DOCUMENTS. The definition includes any successor to said individual or entity.

1.3 CONTRACT DOCUMENTS:

Shall mean any documents that comprise the agreement between BUYER and SUPPLIER for the supply of materials and/or services. The definition includes, but is not limited to, purchase orders issued by BUYER.

1.4 SUBJECT OF THE CONTRACT DOCUMENTS:

Shall mean the material and/or services that SUPPLIER has agreed to provide to BUYER.

1.5 CUSTOMER:

Shall mean any individual or entity with whom BUYER has entered into an agreement for the provision of goods and/or services. The term CUSTOMER shall include the end user of the goods and/or services.

1.6 SITE:

Shall mean the facility in which the CUSTOMER will be using the goods and/or services.

1.7 INCOTERMS:

Shall mean the Incoterms created by the International Chamber of Commerce that are in effect at the time of contracting.

2.0 APPLICABILITY OF GENERAL TERMS AND CONDITIONS

2.1 All CONTRACT DOCUMENTS shall be subject to these GENERAL TERMS AND CONDITIONS. If these GENERAL TERMS AND CONDITIONS are construed to be part of an offer, then such offer expressly limits acceptance to the terms of the offer and notice of objection to any different or additional terms in any response to the offer is hereby given. If these GENERAL TERMS AND CONDITIONS are construed to be part of an acceptance to the terms of an offer, this acceptance is expressly conditioned upon SUPPLIER’s assent to any different or additional terms contained herein. The commencement of SUPPLIER’s performance, or any activities requested by BUYER, shall constitute SUPPLIER’S assent to these GENERAL TERMS AND CONDITIONS.

2.2 A more specific term contained in a purchase order, to the extent inconsistent with these GENERAL TERMS AND CONDITIONS, shall prevail over the corresponding provisions of the GENERAL TERMS AND CONDITIONS.

- 2.3** The invalidity or inapplicability of one or more provisions of these GENERAL TERMS AND CONDITIONS shall not affect the validity or applicability of the remaining provisions, and therefore, the remaining provisions shall remain in full force and effect.

3.0 ACCEPTANCE

- 3.1** SUPPLIER represents and warrants that it has examined and reviewed these GENERAL TERMS AND CONDITIONS, understands that these GENERAL TERMS AND CONDITIONS are applicable to the agreement between BUYER and SUPPLIER, and expressly assents to these GENERAL TERMS AND CONDITIONS.

4.0 CODE OF CONDUCT

- 4.1** The SUPPLIER, on his own and for his subsidiary companies, employees, sub-suppliers, agents, collaborators and assistants, declares to accept the Code of Conduct with the Instruction No. 516/2004 of 01/06/2004 concerning the Organization, Management and Control Model adopted by TENOVA, published on its website: <http://www.tenova.com/code-of-conduct.asp?im=634>
- 4.2** Either Party shall fulfill any requests for information, data or news from the Compliance Committee of the other Party. The SUPPLIER shall attest the truthfulness and completeness of the documentation produced and the information supplied to TENOVA for the execution of the ORDER in case it is necessary due to legal obligations or as consequence of audit by public authority.
- 4.3** If the SUPPLIER breaches the provisions included in this Article, TENOVA shall have the right to terminate the PURCHASE ORDER.

5.0 SUPPLIER'S DUTY OF COOPERATION

- 5.1** SUPPLIER represents and warrants that it has reviewed and is thoroughly familiar with the CONTRACT DOCUMENTS and the specifications and requirements of CUSTOMER that relate to the performance of the agreement between BUYER and SUPPLIER. SUPPLIER shall immediately advise BUYER of any inaccuracy, error or omission contained in the CONTRACT DOCUMENTS, technical specifications, engineering drawings, or any other documents that SUPPLIER is required to review. If requested by BUYER, SUPPLIER shall sign technical specifications and engineering drawings, which signature shall constitute SUPPLIER's verification that such specifications and drawings are accurate.
- 5.2** SUPPLIER shall fully cooperate, participate and comply with all reasonable requests and demands, including, at BUYER's instruction, those of third parties, such as, by way of example, CUSTOMER's installers, in furtherance of fulfilment of the specifications and requirements of CUSTOMER. To the extent that SUPPLIER is required to communicate with CUSTOMER or third parties, SUPPLIER shall first coordinate any communications with BUYER and obtain BUYER's approval. SUPPLIER shall include BUYER on any exchanges with CUSTOMER or third parties.

5.3 BUYER may determine, in its sole discretion, whether SUPPLIER is adequately performing its obligations specified in Section 5.2. In the event that BUYER notifies SUPPLIER that it is not adequately performing its duty of cooperation, then SUPPLIER shall immediately correct the deficiencies identified by BUYER to BUYER's satisfaction. In the event that SUPPLIER fails to adequately correct the deficiencies (to be determined in BUYER's sole discretion), BUYER may terminate the agreement and seek damages pursuant to Section 20.1. BUYER expressly reserves any other rights and remedies it has under the CONTRACT DOCUMENTS or applicable law.

6.0 SUPPLIER'S PERFORMANCE

6.1 SUPPLIER represents and warrants that it possesses the skill, competence, resources, expertise and qualifications necessary to perform the SUBJECT OF THE CONTRACT DOCUMENTS and specifications and requirements of CUSTOMER. SUPPLIER agrees that it shall perform in a manner that is consistent with the representations and warranties contained in the preceding sentence or otherwise set forth by BUYER in the CONTRACT DOCUMENTS and in a manner that exceeds industry standards of professional skill, care and diligence.

6.2 As part of its performance, and without any additional compensation, SUPPLIER agrees to inform and advise BUYER of any potential improvements with respect to any technical specifications or engineering drawings or execution in furtherance of the agreement between BUYER and SUPPLIER or the specifications and requirements of CUSTOMER.

6.3 BUYER may, in its sole discretion, implement any modifications proposed by SUPPLIER.

7.0 PRICE

7.1 The price is fixed and is not subject to change. Unless otherwise provided in the CONTRACT DOCUMENTS, the price shall be quoted in the currency of the United States of America-United States Dollars ("USD"), and, unless otherwise stated by INCOTERMS referenced by BUYER in CONTRACT DOCUMENTS, is inclusive of all applicable taxes, costs, handling, packaging, SUPPLIER's cost of insurance, consulting or other service charges, and any other addition, charge or cost to SUPPLIER, whether foreseen or unforeseen. SUPPLIER shall be liable for any and all costs, fees, fines or other damages resulting from its failure to adhere to BUYER's instructions.

7.2 BUYER shall be entitled at all times to set off any amount owing from SUPPLIER to BUYER against any amount payable by BUYER.

8.0 FINANCIAL RESPONSIBILITY

8.1 BUYER may, in its sole discretion, require that SUPPLIER provide a bank guarantee, letter of credit bond, surety, or other assurance through a creditworthy institution or instrument acceptable to BUYER in order to secure any deposit made by BUYER or performance of SUPPLIER.

9.0 TIMING

- 9.1** SUPPLIER shall provide the SUBJECT OF THE CONTRACT DOCUMENTS at the times specified in the CONTRACT DOCUMENTS. **TIME IS OF THE ESSENCE.** In the event that SUPPLIER does not comply with the schedule specified in the CONTRACT DOCUMENTS, BUYER may, in its sole discretion, approve a revised schedule or terminate the agreement without liability to SUPPLIER and without prejudice to any other rights that BUYER may have on account of SUPPLIER's default. In addition to these other rights, in the event that BUYER elects to terminate the agreement, then SUPPLIER shall immediately refund any amounts previously paid by BUYER.
- 9.2** In the event that SUPPLIER's performance is required over a period of time, SUPPLIER agrees to provide BUYER with a detailed schedule of performance in accordance with instructions of BUYER. In addition to providing this schedule, SUPPLIER shall report on work progress in accordance with any instructions of BUYER. SUPPLIER shall be subject to stipulated damages pursuant to Section 20.2 in the event it fails to comply with the schedule or as otherwise provided herein.
- 9.3** SUPPLIER shall immediately inform BUYER in writing of any anticipated delay for whatever cause, the anticipated length of delay, and any actions SUPPLIER intends to take to correct the delay. BUYER may, in its sole discretion, terminate the agreement in accordance with Section 9.1. If BUYER deems the reason for SUPPLIER's delay to be valid and beyond SUPPLIER's control, BUYER may agree to modify the contractual schedule. In the event that BUYER agrees to modify the schedule, BUYER may determine the nature and extent of modification in its sole discretion.
- 9.4** In the event of any suspension of, postponement of, or partial performance by SUPPLIER, BUYER shall not be liable for any additional expense or cost. SUPPLIER shall notify BUYER as soon as practicable of its intention to suspend or postpone some or all of its performance.
- 9.5** SUPPLIER expressly recognizes that the timing of performance and shipment may, to some extent, be beyond the control of BUYER. BUYER may, to the extent necessary to accommodate CUSTOMER's schedule, delay SUPPLIER's shipment for a period of up to twelve (12) months from the timing specified in the CONTRACT DOCUMENTS at no cost or penalty to BUYER. This right to delay shall be at the instruction of, and within the sole discretion of, BUYER.

10.0 MODIFICATIONS

- 10.1** BUYER shall have the right any time before BUYER and CUSTOMER approve performance (regardless of BUYER's prior approvals of input, output and special requirements) to request modifications or changes to the SUBJECT OF THE CONTRACT DOCUMENTS. If any such requested modifications or changes cause an increase or decrease in price or time for delivery, SUPPLIER shall notify BUYER in writing, within ten (10) calendar days of receipt of the requested modifications or changes, of additional charges, changes to delivery schedules or any other terms resulting from said modification or change. BUYER may then elect whether or not to proceed with the implementation of the requested modifications or changes.

- 10.2** In the event that SUPPLIER does not inform BUYER, within ten (10) calendar days of receipt of the requested modifications or changes, of SUPPLIER's inability to meet the schedule or other terms specified in the CONTRACT DOCUMENTS as a result of the modification or change, any right of SUPPLIER to modify the CONTRACT DOCUMENTS will be waived.
- 10.3** All modifications to the CONTRACT DOCUMENTS must be made in writing and signed by BUYER.

11.0 INSPECTIONS AND TESTING

- 11.1** BUYER may inspect and test the SUBJECT OF THE CONTRACT DOCUMENTS at any time before BUYER and CUSTOMER approve performance (regardless of BUYER's prior approvals of input, output and special requirements), including performance testing which may be requested at the sole discretion of the BUYER. BUYER may use any methods it deems appropriate to conduct such inspections and testing. SUPPLIER shall cooperate in providing BUYER or any representatives that BUYER designates with access to SUPPLIER's or SUPPLIER's subcontractors' facilities or offices and in providing BUYER with any information or support it deems necessary to conduct its inspections and testing. SUPPLIER shall not allow CUSTOMER the opportunity to inspect without BUYER's participation or prior written approval of BUYER.
- 11.2** If during or after inspection or testing, BUYER determines that the material or workmanship does not conform to specifications or requirements or is of inferior quality, then without prejudice to any other rights or remedies that it may have, BUYER may: (a) immediately reject some or all of the SUBJECT OF THE CONTRACT DOCUMENTS and demand that any amount incurred by BUYER in connection with delivery, inspection, testing, removal or return of the SUBJECT OF THE CONTRACT DOCUMENTS be paid by SUPPLIER; or (b) fix a reasonable time within which SUPPLIER shall correct any deficiency. In the event that SUPPLIER fails to make the corrections within the time allotted, BUYER may immediately terminate the agreement and obtain refund of any amounts expended by it in furtherance of the agreement from SUPPLIER.
- 11.3** The cost of any industry standard inspection and testing or other inspection or testing specified by BUYER in the CONTRACT DOCUMENTS shall be borne by the SUPPLIER. The cost of any additional testing shall be borne by BUYER unless the SUBJECT OF THE CONTRACT DOCUMENTS is determined to be deficient, in which case the cost of inspection and testing shall be borne by SUPPLIER.
- 11.4** Neither the acts of conducting inspections or tests nor failing to do so shall release SUPPLIER from any of its warranties or obligations under the CONTRACT DOCUMENTS under law or equity nor impair BUYER's right to reject non-conforming material.

12.0 MARKING

12.1 Technical marking

Every single component of the SUBJECT OF THE CONTRACT DOCUMENTS shall be prominently marked with the drawing number and any other information requested by BUYER.

12.2 Shipment marking

SUPPLIER shall include with shipments a packing slip identifying SUPPLIER, part number, purchase order number, shipping location, and any other information requested by BUYER.

13.0 PACKAGING-SPECIAL OR HAZARDOUS MATERIAL

13.1 SUPPLIER shall label, pack, and ship all materials so as to be in compliance with applicable law and with good commercial practice for protection and shipment. SUPPLIER shall be liable for any damage as a result of inadequate protection or packaging regardless of delivery terms. To minimize shipping costs, SUPPLIER shall make every effort possible to pack all materials to fit standard sizes for each particular shipment's mode of transport.

13.2 SUPPLIER shall inform BUYER in advance if any material requires special authorizations or means for its transport, including but not limited to, hazardous material or road or ocean dimensional and weight requirements. In no event does this notification requirement relieve SUPPLIER of the obligations set forth in Section 13.1.

14.0 NOTICE OF INTENDED DELIVERY

14.1 BUYER may instruct SUPPLIER to provide advanced notice of intended delivery and method of transport or shipment. In the event that BUYER requests such advanced notice, delivery shall not be made by SUPPLIER without authorization of BUYER.

15.0 TITLE AND RISK OF LOSS

15.1 Unless specifically agreed otherwise in writing or unless otherwise specified by INCOTERMS contained in the CONTRACT DOCUMENTS, title to and risk of loss of the SUBJECT OF THE CONTRACT DOCUMENTS shall remain with SUPPLIER until receipt and acceptance at a location designated by BUYER.

16.0 SERVICES

16.1 In addition to the standard set forth in Sections 6.1 and 6.2, in performing any services, including but not limited to, any engineering or design or labor services, SUPPLIER shall: (a) comply with all applicable laws, codes, regulations, ordinances, rules and requirements, including but not limited to, those relating to occupational health and safety; and (b) at all times enforce strict discipline and good order among its agents, employees, or subcontractors. Any individual adjudged by BUYER in its sole discretion to be incompetent, disorderly, or otherwise unsatisfactory shall be immediately and permanently removed from the SITE by SUPPLIER.

17.0 WARRANTIES AND REMEDIES

17.1 SUPPLIER warrants that all materials provided to BUYER will be: (a) free of any claim of any nature by any third person and that SUPPLIER shall convey clear title to any

materials to BUYER; (b) of merchantable quality free from all defects in design, workmanship and materials, and shall be fit for the particular purposes for which they are purchased; (c) in compliance with all applicable laws, rules and regulations; and (d) manufactured and provided in strict accordance with the CONTRACT DOCUMENTS and specifications and requirements of BUYER and/or CUSTOMER.

- 17.2** SUPPLIER's warranties shall extend for two (2) years following BUYER's final approval and acceptance or one (1) year following installation at the SITE, whichever is of a longer duration.
- 17.3** If any materials provided by SUPPLIER are found to be non-conforming with the requirements of the CONTRACT DOCUMENTS or the specifications and requirements of BUYER and/or CUSTOMER, then BUYER, in addition to any other rights it may have under the CONTRACT DOCUMENTS or under applicable law, may at its option: (a) reject and return such material at SUPPLIER's expense, in which event SUPPLIER shall either issue a full refund to BUYER for all monies paid to SUPPLIER or replace such materials if requested by BUYER, also at SUPPLIER's expense; or (b) seek cover and procure replacement materials from an alternate supplier in which case SUPPLIER shall be responsible for any price increase and for the labor costs associated with replacement. SUPPLIER's warranty obligations set forth in Sections 17.1 and 17.2 shall apply to any replacement materials. Any and all damages, costs and expenses incurred by BUYER in exercising its rights under this provision shall promptly be reimbursed by SUPPLIER.

18.0 INDEMNITY

- 18.1** To the fullest extent permitted by law, SUPPLIER agrees to indemnify, hold harmless, defend BUYER, its parents, affiliates, sister entities, officers, directors, employees, agents, representatives, subsidiaries, successors, and assigns (collectively, "Indemnitees") from and against all claims, liability, damage, expenses, suits, demands or costs (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons, including but not limited to, any third persons, SUPPLIER's employees or any employees of its subcontractors or those otherwise under SUPPLIER's control, or for damage or loss to any property, arising out of or in any manner related to, based upon, or in connection with the SUBJECT OF THE CONTRACT, including claims for infringement of intellectual property rights, regardless of whether SUPPLIER is a party to any lawsuit. Such obligation shall not negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which exists in favor of the Indemnitees. The obligations of SUPPLIER under these GENERAL TERMS AND CONDITIONS shall not extend to the liability of the indemnitees, as defined above, for their own negligence. SUPPLIER shall impose identical duties upon all of its subcontractors or those otherwise under its control.
- 18.2** At its election, BUYER will have the right to be represented in the defense thereof by counsel of its own selection, with all fees and expenses to be paid by SUPPLIER.
- 18.3** SUPPLIER expressly agrees that no inspection, test, approval or acceptance undertaken by BUYER shall limit SUPPLIER's obligations set forth in Section 18.1.

19.0 SPARE PARTS AND RELATED OBLIGATIONS

- 19.1** SUPPLIER agrees to furnish functional components for a period of ten (10) years from supply of the SUBJECT OF THE CONTRACT DOCUMENTS at the lowest price at which SUPPLIER sells such parts.
- 19.2** Unless permission is expressly granted by BUYER, SUPPLIER shall not sell directly or indirectly to CUSTOMER spare parts designed and/or manufactured specifically for BUYER.
- 19.3** Spare parts will be subject to SUPPLIER's warranty obligations set forth in Sections 17.1-17.3.

20.0 DAMAGES

- 20.1** In the event that SUPPLIER fails to perform any of its obligations under the CONTRACT DOCUMENTS, in addition to any rights and remedies that BUYER may have pursuant to the CONTRACT DOCUMENTS or under applicable law, BUYER may elect to immediately terminate the agreement and/or to cancel any order in accordance with Section 22.0. SUPPLIER shall be liable to BUYER for any of BUYER's direct, consequential, special or other damages of BUYER resulting from SUPPLIER's breach.
- 20.2** SUPPLIER recognizes that its failure to adequately perform under the agreement, including but not limited to failure to timely deliver the SUBJECT OF THE CONTRACT DOCUMENTS may cause irreparable harm to BUYER. Accordingly, if specified by BUYER in the CONTRACT DOCUMENTS, SUPPLIER may be liable for stipulated damages for such failure to perform without prejudice to any other rights and remedies contained in the CONTRACT DOCUMENTS or under applicable law.

21.0 INVOICING INSTRUCTIONS

- 21.1** The invoices issued by SUPPLIER in connection with the CONTRACT DOCUMENTS shall be written in the English language, made out and sent in original to BUYER in accordance with these GENERAL TERMS AND CONDITIONS and instructions of BUYER. The invoices shall, at a minimum, identify: (a) the number and date of the purchase order and any revisions thereto; (b) unit and total price; and (d) any other information required by BUYER. A copy of the proof of delivery shall be attached to the invoice.
- 21.2** Any irregularity in the invoices may cause delay of payments by BUYER and BUYER shall not be liable for any loss or additional charges corresponding to such delay.

22.0 INSURANCE

- 22.1** Before commencing work, SUPPLIER shall furnish to BUYER a certificate of insurance showing that SUPPLIER carries adequate insurance, including but not limited to, commercial general liability, professional liability, property, products liability, workers' compensation, and any other insurance and in such amounts consistent with industry standards unless otherwise specified by BUYER and/or as required by CUSTOMER.

The failure by SUPPLIER to furnish to BUYER, or the failure BUYER to obtain such a certificate of insurance, will not constitute a waiver of the requirement for such certificate or of any other provision of the CONTRACT DOCUMENTS. During the course of work, SUPPLIER shall adjust any insurance or levels upon request by BUYER and/or CUSTOMER.

23.0 CANCELLATION

23.1 BUYER reserves the right to refuse or cancel any order in whole or in part any time, with or without cause, before BUYER and CUSTOMER approve performance of the SUBJECT OF THE CONTRACT DOCUMENTS without incurring any liability. In the event that SUPPLIER provides any portion of the SUBJECT OF THE CONTRACT DOCUMENTS that is refused or cancelled by BUYER, BUYER may, in its sole discretion, return the material to SUPPLIER or store it at SUPPLIER's expense and risk. Upon notice of cancellation of BUYER, SUPPLIER shall immediately discontinue the work specified by BUYER, thereafter doing only such as may be necessary to preserve and protect work already in progress. Thereafter, provided that BUYER is notified within ten (10) calendar days of any such costs, SUPPLIER and its sub-suppliers shall be entitled to compensation for their reasonable costs properly allocable to the cancellation but not for any profits for the portion of the SUBJECT OF THE CONTRACT DOCUMENTS not performed. In the event that the CONTRACT DOCUMENTS are terminated by BUYER for a breach committed by SUPPLIER, SUPPLIER or its Sub-Suppliers will not be entitled to any compensation for their costs and BUYER reserves its right to seek any remedies provided for under these GENERAL TERMS AND CONDITIONS or under applicable law.

24.0 FORCE MAJEURE

24.1 Fires, floods, strikes, acts of terrorism, war, acts of God, lockouts, epidemics, accidents, shortages of transportation, any governmental warnings that BUYER, SUPPLIER, or CUSTOMER might reasonably rely upon which would curtail their operations, or any other causes beyond the reasonable control of the parties, which prevent performance of obligations under the agreement shall operate to suspend obligations during the period required to remove such cause or causes, subject, however, to BUYER'S right of cancellation as stated above.

24.2 Labor disputes, lockouts and strikes, which exclusively concern SUPPLIER and/or its sub-suppliers or subcontractors, if any, interruptions in public transport, or events of any nature, including events described in Section 23.1, which concern only SUPPLIER'S sub-suppliers or subcontractors shall not be considered events of Force Majeure.

24.3 SUPPLIER'S ability to sell the SUBJECT OF THE CONTRACT DOCUMENTS at a more advantageous price or an increase in SUPPLIER'S production costs shall not constitute an event of Force Majeure.

25.0 ASSIGNMENT

- 25.1** Neither the CONTRACT DOCUMENTS nor any rights or obligations arising thereunder may be assigned or delegated by SUPPLIER without the prior written consent of BUYER.
- 25.2** BUYER can request from SUPPLIER and SUPPLIER shall provide a list of its sub-suppliers, if any, as well as a copy of the corresponding documents exchanged between them.
- 25.3** If SUPPLIER is authorized by BUYER to assign to third parties a part or all of its obligations, then costs and responsibility of the transfer of rights and obligations shall be borne by SUPPLIER.

26.0 INTELLECTUAL PROPERTY

- 26.1** SUPPLIER guarantees that the SUBJECT OF THE CONTRACT DOCUMENTS as well as the production, sale and use thereof, do not and will not infringe any third party patents, trademarks, trade secrets, copyrights or any rights of third parties generally.
- 26.2** All documents delivered by BUYER to SUPPLIER, including but not limited to the intellectual property rights, copyrights and specifications of said documents are owned by BUYER and shall not be divulged for any reason.

27.0 CONFIDENTIALITY

- 27.1** SUPPLIER agrees not to make any use of data, designs, drawings, specifications and other information furnished to it by BUYER, except as necessary in furtherance of performance of the agreement. SUPPLIER further agrees not to disclose such data, designs, drawings, specifications and other information to others, except as necessary for the performance of the agreement and with prior consent of BUYER; provided that, SUPPLIER shall ensure that such others will be bound and adhere to similar restrictions against use and disclosure.
- 27.2** Upon completion or termination of the agreement, SUPPLIER shall return to BUYER on demand, all such data, designs, drawings, specifications, and other information, including copies made by SUPPLIER.
- 27.3** SUPPLIER acknowledges that it may be provided with and be privy to confidential information of BUYER. Without the prior written authorization of BUYER, SUPPLIER shall not use and/or allow the use of BUYER's confidential information (including photographic material) for any purpose whatsoever, including but not limited to for advertising purposes.
- 27.4** SUPPLIER shall not file applications for industrial patents related to non-patented information that is derived in any manner from BUYER's confidential information.

28.0 DISPUTE RESOLUTION AND APPLICABLE LAW

- 28.1** Any controversy or claim arising out of or relating to the agreement, or the breach thereof shall be governed, interpreted and construed by, and in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to principles regarding conflicts of law), including the provisions of the Uniform Commercial Code in effect in Pennsylvania except as modified by these GENERAL TERMS AND CONDITIONS. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly disclaimed.
- 28.2** Any and all actions concerning any dispute arising hereunder shall be filed and maintained in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania. SUPPLIER specifically consents and submits to the jurisdiction and venue of such state or federal court, and irrevocably waives any objections it may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.

**[SIGNATURE PAGE TO GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF MATERIALS]**

ACCEPTED BY BUYER:

ACCEPTED BY SUPPLIER:

(print name of BUYER)

(print name of SUPPLIER)

BY:

BY:

(print name)

(print name)

(signature)

(signature)

TITLE:

TITLE:

DATE:

DATE:
