

Akebono Brake Corporation
Purchase Order Terms and Conditions

1. Defined Terms. As used herein, “**Order**” means Buyer’s purchase orders and the associated releases, delivery schedules and other purchasing documents transmitted to you as Seller electronically, in hard copy, via facsimile, or via any other mode of transmission, together with these Purchase Order Terms and Conditions, which are incorporated by reference into each Order issued to you as Seller. “**Buyer**” means Akebono Brake Corporation, a Michigan corporation (doing business as Akebono Brake, Elizabethtown Plant; Akebono Brake, Glasgow Plant; Akebono Brake, Clarksville Plant and Akebono Brake, Columbia Plant). “**Seller**” means the supplier shown on the face of the Order. “**Goods**” means the goods, materials and/or services of Seller shown on the face of the Order.

2. Acceptance. SELLER HAS READ AND UNDERSTANDS THE ORDER AND AGREES THAT SELLER’S WRITTEN ACCEPTANCE OR COMMENCEMENT OF ANY WORK OR SERVICE UNDER THE ORDER SHALL CONSTITUTE SELLER’S ACCEPTANCE OF THE ORDER. ALL TERMS AND CONDITIONS PROPOSED BY SELLER WHICH ARE DIFFERENT FROM OR IN ADDITION TO THE ORDER ARE UNACCEPTABLE TO BUYER, ARE EXPRESSLY REJECTED BY BUYER, AND SHALL NOT BECOME A PART OF THE ORDER.

3. Shipping and Billing. Seller agrees (a) to properly pack, mark and ship the Goods in accordance with the requirements of Buyer; (b) to route shipments in accordance with Buyer’s instructions; (c) to make no charge for handling, packaging, storage or transportation of the Goods unless otherwise stated in the Order; (d) to provide with each shipment packing slips with Buyer’s Order number marked thereon; (e) to properly mark each package with the Order 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. Seller 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. Seller further agrees (a) to promptly render, after delivery of the Goods, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer’s discretion, other cash equivalent (including electronic transfer of funds). Time for payment shall not begin until correct and complete invoices are received.

4. Requirements Contract/Delivery Schedules. Unless the Order requires Seller to manufacture, ship and/or provide a specified quantity of Goods, this Order is a requirements contract under which Seller is required to supply Buyer’s requirements, which shall be defined as those quantities ordered by Buyer from time to time, as evidenced by written releases issued by Buyer from time to time. Deliveries shall be made at times specified in the Order. Time is of the essence with respect to performance

of the Order. Buyer shall not be required to pay for any Goods that exceed the quantities specified in the Order or to accept Goods that are delivered in advance of the delivery date specified in the Order. Seller bears the risk of loss of all Goods delivered in advance of the delivery date specified in the Order. If deliveries are not made at the time or times specified in the Order (and in addition to any other remedies it may have), Buyer may cancel the Order and hold Seller liable for any damages incurred as a consequence of any resulting delay or in order to avoid such a delay, including but not limited to the additional cost of purchasing elsewhere. Shipments in excess of quantities ordered may be returned at Seller's expense for a full refund. Buyer's count and weight will be final and conclusive on all shipments. Buyer may change the date of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for the Goods or other compensation. For Orders where terms of sale are not specified, terms of sale shall be F.O.B. Buyer's dock, freight prepaid.

5. Premium Shipments. If Seller's acts or omissions result in Seller'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, Seller shall ship the Goods as expeditiously as possible at Seller's sole expense.
6. Changes. Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the Goods or to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control, and Seller 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.
7. Volume Forecasts. Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts.
8. Inspection. Seller agrees that Buyer or its designee shall have the right to enter Seller's facility at reasonable times to inspect the facility, Goods, materials and any property of Buyer covered by the 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 and shall not relieve Seller from liability for any defects.
9. Returns; Nonconforming Goods. Buyer may, for any reason or no reason, return any Goods for credit at any time, provided the Goods have not been altered or damaged by Buyer. Seller will provide Buyer with proper instructions and authorization for any

returns. To the extent Buyer rejects Goods as nonconforming, the quantities under the Order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new Order or release from Buyer. Nonconforming Goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days after notice of nonconformity, or such shorter period as may be commercially reasonable under the circumstances, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Goods, without liability to Seller. Payment for nonconforming Goods shall not constitute acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for defects. Any Goods deemed nonconforming by Buyer will be charged back to Seller in the quantity determined by Buyer and at the price set forth in the Order. Buyer may, at its discretion, impose additional administrative charges related to such chargebacks.

10. Force Majeure. Any delay or failure of either party to perform its obligations under the Order shall be excused if, and to the extent that, it is caused by one or more of the following events or occurrences beyond the control of the affected party and without such party's fault or negligence: acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, severe weather, explosions, riots, natural disasters, wars, or sabotage, provided, however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three days thereafter). During any delay or failure to perform by Seller, Buyer may (i) purchase substitute Goods from other sources, in which case the quantities under the Order will be reduced by the quantities of such substitute Goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute Goods compared to the prices set forth in the Order; and/or (ii) have Seller provide substitute Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the Order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel the Order without liability to Seller or obligation to purchase raw materials, work-in-process or finished Goods under Section 23. Notwithstanding anything in this Section to the contrary, no delay or failure of Seller to perform its obligations hereunder shall be excused if and to the extent that it is caused by (i) labor problems of Seller, its subcontractors and/or suppliers such as, by way of example and not by limitation, lockouts, strikes and slowdowns or (ii) the inability of Seller, its subcontractors and/or suppliers to obtain power, material, labor, equipment or transportation.
11. Quality. Seller will comply with the "ISO-9000 Quality System Requirements" and/or TS 16949 and any other quality standards and procedures set forth in Buyer's "Supplier Quality Assurance Manual" or otherwise furnished by Buyer from time to time, which are a part of the Order.

12. Seller's Commitment; Term. Subject further to Seller's service and replacement parts obligations set forth in Section 14, Seller acknowledges that the continuous availability of Goods in accordance with the Order is critical to Buyer's ability to supply product to its customer(s) and as such, Seller agrees that the Order and Seller's obligation to supply Goods thereunder shall remain in effect for the life of the vehicle platform(s) and/or program(s) for which the Goods are supplied, including any extensions thereof, unless earlier terminated hereunder. Seller further acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
13. Competitiveness; Price Warranty. During the term of the Order, Seller agrees to be competitive in terms of delivery, quality, technology and service and to give Buyer the best prices it offers to any other customer purchasing a comparable volume and mix of Goods. Seller agrees to reduce its prices under the Order, if necessary, at any time and from time to time to maintain this warranty. Seller warrants to Buyer that it is under no contractual obligations or legal disabilities that would prevent it from undertaking this commitment. Buyer may audit Seller to verify Seller's competitiveness. In the event that Buyer determines in good faith that Seller has failed to be competitive, Buyer may terminate the Order in accordance with Section 24.
14. Service and Replacement Parts. Seller will sell to Buyer such Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the prices set forth in the Order. During the 15-year period after Buyer completes current model purchases, Seller will sell Goods to Buyer to fulfill Buyer's past model service and replacement part requirements. Unless otherwise agreed to by Buyer, the prices during the first three years of this period will be the prices in effect at the conclusion of the current model purchases. For the remainder of the period, the prices will be those in effect at the conclusion of current model purchases plus agreed adjustments to compensate for reduced volumes.
15. Value Analysis/Value Engineering. Seller agrees to participate fully with Buyer, and/or Buyer's customers or other suppliers, with respect to value analysis and/or value engineering or other continuous improvement programs or initiatives related to the Goods or Seller's processes. Seller shall use all reasonable efforts to reduce costs through product standardization and rationalization. All cost reductions realized as a result of this Section shall serve to reduce the total cost for the Goods. Buyer has the right to audit Seller's books and records to document any cost reductions that are achieved through efforts implemented as a result of this Section.
16. Product Warranty. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the Goods will (i) conform to the then-current release/revision level (based on the date Buyer's release is issued to Seller) of Buyer's applicable specifications, drawings and other design records; (ii) conform to all samples, descriptions, brochures and manuals furnished by Seller or Buyer; (iii) be merchantable; (iv) be of good material

and workmanship; (v) be free from defect; and (vi) be fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer.

17. Warranty Period. In the case of Goods supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Goods to Buyer and, except as provided in Section 19 or as otherwise expressly agreed in writing by an authorized employee of Buyer, end forty-eight (48) months following the date the vehicle or other finished product on which such parts, components or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes; provided, however, that if Buyer provides a longer warranty to its customers with respect to any such parts, components or systems, then such longer warranty period will apply to the Goods. In the case of Goods supplied for other uses, the period for each of the foregoing warranties will be that provided by applicable law unless otherwise expressly agreed in writing by an authorized employee of Buyer.

18. Remedies and Damages. If any Goods are reasonably determined to fail to conform to the warranties contained herein and elsewhere in the Order, Seller shall reimburse Buyer for all losses, costs and damages caused by such nonconforming Goods. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from (i) inspection, sorting, repair or replacement of any nonconforming Goods or any system or component that incorporates such nonconforming Goods; (ii) production interruptions or slowdowns; (iii) offlining of vehicles or component systems; and (iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and/or dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work. Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the Goods (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or any other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by Buyer.

19. Recalls. Notwithstanding the expiration of the warranty period set forth in Section 17, if Buyer and/or the manufacturer of the vehicles (or other finished product) on which the Goods, or any parts, components or systems incorporating the Goods, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a so-called "recall"), Seller will nonetheless be liable for costs and damages associated with the conduct of such recall to the extent that such recall is based upon a reasonable determination that the Goods fail to conform to the warranties contained herein and elsewhere in the Order.

20. Infringement Indemnification. Seller will indemnify and hold harmless Buyer, its officers, employees, agents, successors, assigns, customers and users of its products from and against any and all losses, expenses, damages, claims, suits and liabilities (including incidental and consequential damages, court costs and attorneys' fees) arising as a result of any claim that the manufacture, use, sale or resale of the Goods infringes any patent, utility model, industrial design, copyright, or other intellectual property right in any country. Seller will, when requested by Buyer, defend any action or claim of such infringement at its own expense. Seller's obligations under the preceding two sentences will apply even though Buyer furnishes all or any portion of the design of or specifies all or any portion of the processing for the Goods. If the sale and/or use of the Goods is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, either procure for Buyer the right to continue using such Goods, or replace same with equivalent noninfringing goods, or modify such Goods so they become noninfringing, or remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto.
21. Technical Information Disclosed to Buyer. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods.
22. Ingredients Disclosure and Special Warnings and Instructions. If requested by Buyer, Seller shall promptly furnish Buyer in such form and detail as Buyer may direct; (a) a list of all ingredients in the Goods; (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 the Goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers and Buyer 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.
23. Termination for Cause. Buyer may terminate the Order or any part hereof for cause in the event of a Default by Seller. "**Default**" means (i) Seller's failure to comply with any of the terms and conditions of the Order; (ii) Seller's failure to give Buyer, upon request, reasonable assurances of Seller's future performance; (iii) insolvency, bankruptcy, liquidation or dissolution of Seller; or (iv) any other event which causes reasonable doubt as to Seller's ability to render due performance hereunder.
24. Default—Cancellation. In the event of Default, Buyer may, upon written notice to Seller but without further liability to Seller, (i) waive all or any part of the Default; (ii) agree to any change in or modification of the Order as Buyer may in its judgment deem advisable; (iii) cancel the Order in whole or in part; (iv) purchase Goods in substitution for those to be supplied by Seller hereunder and charge Seller for any excess cost resulting therefrom; and/or (v) exercise any other rights or remedies Buyer may have under applicable law. Seller's liability for Default will include Buyer's incidental and consequential damages.

Seller will reimburse Buyer for attorneys' and other professional fees and court costs incurred by Buyer in connection with any Default by Seller or any action by Buyer to enforce its rights under the Order.

25. Termination for Convenience. In addition to any other rights of Buyer to terminate the Order, Buyer may, at its option, immediately terminate all or any part of the Order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (i) the contract price for all Goods that have been completed in accordance with the Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods under the 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 the Order; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished Goods that would be produced or performed by Seller under firm delivery or release schedules outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller'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, or general and administrative burden charges from termination of the Order. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer may request. 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 Seller.
26. Transition of Supply. In connection with termination or cancellation of the Order by either party for any reason whatsoever, including Buyer's decision to change to an alternate supplier, Seller will fully cooperate in the transition of supply. Seller will continue production and delivery of the Goods as ordered by Buyer, on the terms and at the prices determined in accordance with the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Goods as needed. Seller will promptly provide all information and documentation reasonably requested by Buyer, including access to Seller's manufacturing process for the Goods, bill of material data, tooling, process detail and samples of components. If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable,

actual cost of transition support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimates of such costs.

27. Indemnity/Insurance. To the extent Seller's agents, employees or subcontractors enter upon premises occupied by or under the control of Buyer or any of its customers or suppliers in the course of the performance of the Order, Seller will take reasonable steps to prevent any injury to persons or property arising out of acts or omissions of such agents, employees, or subcontractors. Except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, Seller will indemnify, defend and hold Buyer, its officers, employees and agents, harmless from and against any and all losses, expenses, damages, claims, suits, or any liability whatsoever (including incidental and consequential damages, court costs and attorneys' fees) arising out of any act or omission of Seller, its agents, employees or subcontractors. Seller will maintain and require its subcontractors to maintain (i) public liability and property damage insurance, including contractual liability (both general and vehicle) in amounts sufficient to cover obligations set forth above, and (ii) workers' compensation and employer's liability insurance covering all employees engaged in the performance of the Order for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and/or regulations. Seller will also maintain such additional insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. Seller will furnish certificates evidencing such insurance which will expressly provide that no expiration, termination or modification will take place without thirty (30) days' written notice to Buyer. Any property of Buyer used by Seller in the performance of the Order will be deemed to have been under the sole custody and control of Seller during the period of such use by Seller.
28. Tools. Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("**Tools**") necessary for the production of the Goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the Goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller, directly or indirectly, for the cost of such Tools; provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.
29. Bailed Property. All supplies, materials, Tools, equipment and other items furnished by Buyer ("**Buyer's Property**"), either directly or indirectly, to Seller to perform the Order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller 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 Seller; shall not be used by Seller for any purpose other than the purpose other than the performance of the Order; shall be deemed to be personal property; shall be conspicuously marked property of Buyer by Seller; shall not be commingled with the property of Seller or with that of a

third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport Buyer's Property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering Buyer's Property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

30. Disclaimer of Warranties. Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein; (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit; (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes; and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages and/or personal injury or death.
31. Confidentiality; Advertising. Seller will consider all information furnished by Buyer hereunder (including drawings, specifications, or other documents prepared by Seller for Buyer in connection with the Order) to be confidential and will not disclose any such information to any other person, or use such information itself for any purpose other than performing the Order, unless Seller obtains Buyer's prior written permission. Seller will not advertise or publish the fact that Buyer has contracted to purchase Goods from Seller, or disclose any information relating to the Order without Buyer's prior written consent.
32. Duty Drawback Rights. The Order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller 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.
33. Setoff. In addition to any right of set off provided by law, all amounts due Seller shall be considered net of indebtedness of Buyer and its subsidiaries; and Buyer may deduct any amounts due or to become due from Seller to Buyer and its subsidiaries from any sums due or to become due from Buyer to Seller, its parent companies, affiliates and subsidiaries.
34. Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer,

purchase order transmission, electronic signature, and communication. Seller will also use commercially reasonable efforts comply with any modification to Buyer's specified method of electronic communication following the date of the Order.

35. Legal Compliance and Business Conduct. Seller agrees to comply with all international, federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under the Order. Seller also warrants that it has reviewed and will abide by Buyer's "Code of Business Conduct."
36. No Implied Waiver. The failure of either party at any time to require performance by the other party of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Order constitute a waiver of any succeeding breach of the same or any other provision.
37. Non-Assignment. Seller may not assign or delegate its obligations under the Order, by operation of law or otherwise, without Buyer's prior written consent.
38. Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in the Order shall make either party the agent or legal representative of the other for any purpose 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.
39. Governing Law. The Order is to be construed according to the laws of the state from which the Order issues as shown by the address of Buyer on the face of the Order.
40. Severability. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.
41. Currency. All prices are stated in and all payments shall be in U.S. Dollars unless otherwise stated on the face of the Order.
42. Prices and Taxes. The prices set forth in the Order include all applicable taxes, duties and excises, and no additional amount shall be chargeable to Buyer on account of taxes, duties or excises presently or hereafter levied on Seller.
43. Entire Agreement. The Order, together with the attachments, exhibits, or supplements, specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matter contained therein and supersedes all prior oral or written representations and agreements. The Order may only be modified by a purchase order amendment/alteration issued by Buyer. In the event of conflict between Buyer's purchase order and these Purchase Order Terms and Conditions, Buyer's purchase order shall control.

44. Miscellaneous. The Order may be performed and all rights hereunder against Seller may be enforced, wholly or in part, by Buyer or by any one or more of the entities now or hereafter subsidiary to or affiliated with Buyer. Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Buyer on the Order or any other forms delivered to Seller shall be subject to correction.
45. Alternative Dispute Resolution. Subject to either party's right to seek injunctive relief, in the event of a dispute arising from the Order, the parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution mechanism, either of the parties has the right to request non-binding mediation. If mediation fails to resolve the dispute, the parties agree to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the party requesting the same. The arbitration proceedings shall be conducted in accordance with the International Institute for Conflict Prevention & Resolution Non-Administered Arbitration Rules & Commentary or, if the parties so agree, the relevant rules of another arbitration entity or organization agreed upon by the parties. In any case, regardless of any rules of the selected arbitration organization to the contrary, only one (1) arbitrator shall be used to decide the outcome of the arbitration. Such arbitration shall be held in Elizabethtown, Kentucky, or if the parties agree upon another location, that other location. The prevailing party shall be entitled to an award of attorneys' fees. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the arbitrator's award may be entered in any court having jurisdiction over such matter.
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