

American Trailer World Corp. D/B/A ATW and its affiliates and subsidiaries (individually, or collectively, “Buyer”) have established a business relationship with the party who agreeing to be bound by these terms (the “Vendor”, and each of Buyer and Vendor, a “Party”), who will supply to Buyer (i) the products specified in the order form by and between Buyer and Vendor or invoice provided by Buyer that references these Vendor Terms and Conditions (each a “Purchase Order” and such products, “Products”) and (ii) the services specified in a Purchase Order (the “Services”). Vendor agrees to be bound Order. Each Party hereby expressly rejects any and all terms and conditions appearing on or linked to on any order form, acknowledgement, quotation, confirmation, invoice or similar document (including Vendor’s email acceptance) with respect to the Products or Services other than the Vendor Terms and Conditions, and such terms will have no force or effect. The term and conditions of the Master Order Agreement will supersede and replace the Vendor Terms and Conditions with respect to any Products purchased by Buyer pursuant to a Master Vendor Agreement.

1. PURCHASE ORDERS. Vendor will be deemed to have agreed to the Purchase Order upon the first of the following to occur: (i) written acceptance of the Purchase Order, (ii) shipment of any Products under the Purchase Order, or (iii) commencement of performance of any work or services pursuant to the Purchase Order. Buyer may, at any time until thirty (30) calendar days before the original scheduled delivery date for the Product or Services specified on the Purchase Order (the “Delivery Date”), cancel the Purchase Order or, at any time until ten (10) calendar days before the Delivery Date, postpone the delivery of Products or Services under such Purchase Order, in whole or in part. If Buyer cancels any Purchase Order before Vendor has commenced actual manufacturing of the Products or the performance of the Services, as applicable, ordered under such Purchase Order, Buyer will have no liability for such Products or Services. If Buyer cancels any Purchase Order after Vendor has commenced actual manufacturing of the Products or the performance of the Services, as applicable, ordered under the Purchase Order, (a) Vendor will use best efforts to mitigate the costs in connection with and other effects of such cancellation, and (b) Buyer will reimburse Vendor for its out-of-pocket costs incurred by Vendor to fulfill the Purchase Order, which costs could not have been mitigated through such best efforts, provided that Vendor provides reasonable documentation and information as required by Buyer to verify such costs and whether they could have been mitigated.

2. PRICE. The fees, together with other charges, rebates, and discounts, for the Products and Services (the “Pricing”) invoiced to Buyer will not exceed the pricing set forth in the Purchase Order. Unless otherwise agreed by Buyer in writing, the Pricing includes all subcontracting costs associated with the Products and Services. Buyer shall have no responsibility for any increased costs incurred by Vendor in connection with any material procured, labor or subcontractors, unless such additional costs shall have been negotiated and agreed to in writing by Buyer. Unless otherwise agreed to in writing by the Buyer, the Pricing is inclusive of (i) all costs to acquire parts, costs associated with secure storage and warehousing of all components, including parts, insurance, storage or other costs associated with any inventory, and all other costs and expenses of manufacturing and supplying the Products, and (ii) all charges for packing, cartage, storage, drayage, and transportation. Vendor represents and warrants that, during the term of the Purchase Order, the Pricing is and will remain as favorable as, or better than the pricing offered by Vendor to any other customer for like quantities and services. In the event that Vendor at any time agrees, in writing or otherwise, to pricing for like quantities or services with another customer that are in any way more favorable than the Pricing agreed to with Buyer, Vendor shall issue Buyer a cash payment in the amount of the difference, or if amounts are still payable under the Purchase Order, a credit in the amount of the difference. Buyer shall in no event, be responsible for any liability that may become due on account of any alleged non-payment of any or all taxes, levies, duties, assessments, deductions, penalties or interest thereon.

3. SHIPPING AND PACKING. Vendor will handle, pack, mark and ship all Products to the destination set forth on the face of the Purchase Order. Vendor will ship the Products only via carriers that are qualified based on international industry standards to ship such Products. Vendor will mark the Products and packaging with the country of origin as required by applicable law and provide a certificate of origin and any other documents required by customers clearance and/or tax purposes, and all shipments will be accompanied by a packing slip, which describes the articles, states the Purchase Order number, and shows the shipment’s destination. Vendor agrees to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer’s instructions. Vendor will be the importer and exporter of record on all cross-border transactions involving the shipment of Products (including returns), will not list Buyer on any import, export or other customs documentation, and will be directly responsible for ensuring that those cross-border transactions comply with all export and import regulations (including export licensing, shippers export declaration, and export invoice regulations).

4. DELIVERY – RISK OF LOSS. Vendor will deliver all Products both in quantities and on the Delivery Date and will provide all Services in accordance with the schedule set forth on the face of this Purchase Order. Vendor hereby acknowledges and agrees that Buyer may, from time to time, require Vendor to deliver all or a portion of the Products ordered under the applicable Purchase Order to approved locations of Buyer or other non-Buyer locations. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified on the face of the Purchase Order. If delivery of any Products is delayed or will be delayed more than five (5) business days beyond the applicable Delivery Date, Vendor shall immediately notify Buyer and include all relevant information concerning the delay or potential delay. Buyer may, at its sole option, extend the required Delivery Date and receive from Vendor a late delivery discount of one percent (1%) of the fees payable for the applicable Products per week of delay. Unless otherwise agreed by Buyer in writing, Buyer may reject any deliveries of Products made more than two (2) weeks after or before the specified Delivery Date. Vendor will timely fulfill all orders under each Order Form and deliver all Products and Services by the Delivery Date. All rights, title, interests, and all risks of loss and damage to any Products will pass to Buyer upon Buyer’s acceptance of such Products at the location specified in the Purchase Order. It shall be the responsibility of the Vendor to arrange insurance of the goods during transit. The Buyer agrees to furnish all such information as may be required by the Vendor to effect the aforesaid insurance.

5. INVOICING. Vendor agrees to promptly render after delivery of Products or performance of Services, correct and complete invoices. The invoices must correspond with the Pricing set forth on the face of the Purchase Order. Vendor will send invoices to: Buyer c/o Accounts Payable, 950 I-30 East, Mount Pleasant, Texas 75455, unless advised in writing of alternate location or Buyer requests electronic delivery. Unless otherwise agreed by Buyer in writing, (i) Buyer will pay any undisputed amounts within sixty (60) days of receipt of a valid invoice, and (ii) any invoices paid by Buyer within thirty (30) days of receipt of Products or Services by Buyer will be paid applying a two percent (2%) discount to the price.

6. WARRANTIES OF VENDOR. Vendor represents and warrants that (i) Vendor has taken all corporate action necessary for the authorization, execution and delivery of this Purchase Order, (ii) no agreement or understanding with any third party interferes with or will interfere with its performance of its obligations under this Purchase Order; (iii) Vendor has obtained and shall maintain all rights, approvals and consents necessary to perform its obligation under this Purchase Order, (iv) the Products, Services, and Vendor’s performance of the Purchase Order do not and will not infringe any third party intellectual property rights. Vendor further represents and warrants that all Products and Services: (x) conform to the Purchase Order, specifications, drawings, samples, and descriptions furnished to or by the Buyer, (y) are merchantable, of good material and workmanship, and free from defect, and (z) are fit and sufficient for the particular purpose intended by Buyer. If Vendor has participated in the design of a Product or approved the design, Vendor also warrants that the Product is free from defects in design. Without limiting the foregoing, the Products provided pursuant to any Purchase Order issued hereunder will be (a) new and unused; and (b) provided with good and marketable title, free and clear of any and all liens and other encumbrances. Additionally, Vendor warrants that for three (3) years from the date of delivery, all Products will be (x) free from defects in design,

material and workmanship; (y) in compliance with any specifications; and (z) designed, developed and manufactured in a professional, workmanlike manner in compliance with all standards and rules reasonably established by Buyer. Payment for, inspection of, or receipt of goods or services shall not constitute acceptance of the goods or a waiver of any breach of warranty.

7. REJECTION OF PRODUCTS AND SERVICES. Vendor will inspect each Product prior to shipment to verify that each such Product is in compliance with all specifications set forth in the Purchase Order, Product warranty or other Product documentation. Vendor will promptly replace any non-conforming Products with Products that are compliance prior to shipment. Buyer may reject and return without additional charge any Products or Services that are delivered with any defects or that otherwise non-conforming, and Vendor will immediately replace all such defective Products or re-perform the Services. Buyer shall notify Vendor of its rejection of the Products or Services, in which case, Buyer shall describe in reasonable detail why the Products or Services are defective or not conforming. Acceptance does not waive any of Buyer's other rights under this Vendor Agreement with respect to the Products or Services.

8. RECALLS OF PRODUCTS. In the event of a recall of the Products due, in whole or in part, to a defective Product, Vendor will reimburse Buyer for all losses, liabilities, damages, costs and expenses that Buyer actually incurs as a result of such recall and will provide all cooperation and assistance as reasonably requested by Buyer regarding the recall. Without limiting the foregoing, Vendor will cooperate with Buyer regarding returns, repair or replacement of Products affected by any recall and to remediate the defect causing the recall, including, without limitation, by providing sufficient volume of Products to enable the replacement of the recalled Products at Buyer designated sites, providing root cause analysis and remediation planning, and assisting with the responses to government queries.

9. CHANGES. Buyer may, at any time within ten (10) business days after a Purchase Order being issued, make additions, deductions or other modifications deviations to the Products or Services (including the specifications therefore), quantities thereof, or delivery schedules or instructions therefore under such Purchase Order. Vendor shall accept and (as applicable) implement all such changes without additional charge.

10. TERMINATION. The Purchase Order will be effective as of the date the Purchase Order is issued and will remain in effect indefinitely until the Purchase Order is cancelled by Buyer (the "Term").

11. EXCUSABLE DELAYS. Neither Party shall be liable for a failure or delay to perform which arises from causes or events beyond its reasonable control and without its fault or negligence, including but not limited to acts of God earthquake, flood, embargo, riot, sabotage, governmental act, or failure of the Internet, provided that the delayed Party: (a) gives the other Party notice of such cause as soon as practicable under the circumstances and (b) uses its reasonable commercial efforts to correct such failure or delay in performance as soon as practicable under the circumstances. If Vendor is the affected Party, Vendor shall take all reasonable action, including, but not limited to, utilizing temporary production facilities or a temporary workplace, or moving existing tooling to third party production facilities in order to ensure that the supply of product meets the requirements of this order. During the period of such delay or failure to perform by Vendor, Buyer may purchase goods from other sources and reduce its schedule to Vendor by such quantities without any liability. If requested by Buyer, Vendor 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 Vendor does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may immediately cancel this Purchase Order without liability.

12. LABOR DISPUTES / INVENTORY. Vendor will notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay the timely performance of any open purchase order. If requested by the Buyer, Vendor will establish, at Vendor's expense, a 30-day inventory of finished Products, at a site mutually agreed upon with Buyer.

13. DEDICATED TOOLING. Buyer may require Vendor to make or procure equipment specifically intended for use in connection with the Products or Services (the "Dedicated Tooling"). Vendor will not acquire Dedicated Tooling unless Buyer has approved the pricing and other terms for the making or procurement in advance in writing, including the installation and commissioning period for the Dedicated Tooling and the ramp up period to full production or capacity.

14. PATTERNS, TOOLS, AND EQUIPMENT. Buyer shall have title to and the right of immediate possession of any pattern, tools, jigs, dies, equipment or materials furnished or paid for by Buyer, and Vendor shall not use such tooling while in its possession for any work other than that of Buyer. In the event Vendor purchases such pattern, tools, jigs, dies, equipment or materials with Buyer's funds or is reimbursed by Buyer, Vendor shall execute a Bill of Sale and any and all other documents necessary to transfer title free and clear of any liens to Buyer. While in Vendor's possession, such pattern, tools, jigs, dies, equipment or materials shall be held by Vendor as a bailee and shall be maintained in good and usable condition at no further cost to Buyer. Vendor shall maintain and administer a program for the maintenance, repair and preservation of such pattern, tools, jigs, dies, equipment or materials, and appropriate identification of its ownership in accordance with sound industrial practice. When requested, Vendor shall furnish inventory schedules on the pattern, tools, jigs, dies, equipment or materials, or return the pattern, tools, jigs, dies, equipment or materials to Buyer in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Buyer. Any pattern, tools, jigs, dies, equipment or materials furnished by Vendor and paid for by or charged to Buyer shall be owned by Buyer and held by Vendor as a bailee, and Vendor shall assume the risk for any damage or loss thereto. Vendor shall indemnify and hold Buyer, its agents and employees, harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the pattern, tools, jigs, dies, equipment or materials until returned to Buyer's possession. Vendor shall sign, or hereby authorizes Buyer to sign on its behalf, any documents deemed reasonably necessary by Buyer, to be filed with Federal, State or local officials to record Buyer's title and interest in any patterns, tools, jigs, dies, equipment or materials furnished or paid for by Buyer.

15. CONFIDENTIALITY. Vendor may receive non-public, confidential and/or proprietary information about the business, finances, operations, and of Buyer ("Confidential Information"). "Confidential Information" includes (i) the existence of this Purchase Order, (ii) the features of any equipment, tooling, patterns, designs, drawings, processes, engineering and business data and other technical and proprietary information (without limitation), furnished by Buyer, (iii) all information or data relating to Buyer's customers ("Customer Data"), and (iv) all Product Customizations (as defined below) and all other information and materials that Vendor reasonably should know to be confidential and proprietary to Buyer shall be deemed Confidential Information of Buyer without any further marking or designation and regardless of the lack of the same. The obligations of this Section 15 do not apply to Confidential Information that (x) is or becomes generally available to the public other than as a result of disclosure by Vendor; or (y) is or becomes available to Vendor on a non-confidential basis from a source other than Buyer, provided that the source of such information was not prohibited from disclosing such information to Vendor by a legal, contractual or fiduciary obligation to Buyer; *provided*, that the foregoing exemptions (x) and (y) from the obligations of this Section 15 do not apply with respect to any Customer Data. Vendor agrees to refrain from (a) using Confidential Information for any purpose other than performing its obligations under this Purchase Order; or (b) disclosing any Confidential Information to any person except for Vendor's employees and advisors who need to know such Confidential Information for purposes of Vendor performing its obligations under this Purchase Order and except to the extent Vendor is advised by legal counsel that disclosure is compelled by law. In the event that Vendor or any of its representatives become legally compelled or required by law, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar

process) to disclose any of the Confidential Information, it shall provide Buyer with prompt prior written notice of such requirement, so that Buyer may seek a protective order or other appropriate remedy at its own expense or waive compliance with the applicable provisions of this Purchase Order. If, in the absence of a protective order or other remedy or the receipt of a waiver from Buyer, Vendor is nonetheless, in the written opinion of Vendor's counsel, legally compelled to disclose Confidential Information, Vendor may disclose only that portion of such Confidential Information which Vendor's counsel advises (in such written opinion) is legally required to be disclosed; provided, however, that Vendor shall exercise reasonable efforts to preserve the confidentiality of such Confidential Information. Upon termination or completion of this Purchase Order, Vendor shall return all such items to Buyer or make other disposition, as directed by Buyer.

16. INTELLECTUAL PROPERTY. Vendor will retain ownership of all intellectual property rights in and to any and all of the proprietary methods, processes, systems, know-how, inventions, and other technology and intellectual property to the extent they are (i) already owned or licensed by Vendor on or before the effective date of Purchase Order, (ii) developed, authored or invented by Vendor independently of this Purchase Order or Confidential Information of Buyer, or (iii) licensable or sublicensable by Vendor. Buyer shall exclusively own the specific customizations, modifications, enhancements and improvements made, under this Purchase Order, to an existing product of Vendor to create a Product for Buyer (the "Product Customizations"), together with all intellectual property rights therein. Vendor hereby assigns, transfer and conveys to Buyer all right, title and interest in and to such Product Customizations, together with all intellectual property rights therein. Notwithstanding anything to the contrary, Buyer will exclusively own all intellectual property rights in the Product Customizations.

17. INDEMNIFICATION. Vendor shall, at its sole expense, indemnify, defend, and hold harmless Buyer, its directors, officers, employees, customers, and agents (the "Indemnitees") from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, damages, judgments, awards, penalties or other costs, expenses, or liabilities of any kind (including, but not limited to, any reasonable attorneys' fees) resulting from (i) the death or injury to any person or damage to any property, (ii) any performance of this Purchase Order by Vendor, (iii) the Products or Services, (iv) allegations that the goods, products and/or services are defective, unfit or unsafe, or that they do not meet applicable laws or regulations, (v) violations of law by Vendor, or (vi) willful misconduct by any employee, agent, contractor, subcontractor or other representative of Vendor, even if the loss results from the concurrent or partial negligence of Buyer. Buyer shall notify Vendor as soon as reasonably practicable of any such claim, action, litigation, suit, arbitration, mediation or proceeding and provide Vendor with reasonable assistance in the defense thereof; provided that any delay or failure to deliver any such notice shall not relieve Vendor from its obligations under this provision except to the extent such delay or failure materially prejudices Vendor's obligations hereunder. Buyer shall have the right to participate with Vendor, at Vendor's expense, in any claim, action, litigation, suit, arbitration, mediation or proceeding and will provide Vendor with reasonable assistance in the defense, settlement, or appeal of any claim, demands, suits or actions connected with the performance of this contract, or arising from the goods or services provided by Vendor to Buyer. Any settlement under this indemnification and insurance agreement, must have prior written consent of Buyer.

18. LIMITATION OF LIABILITY. EXCEPT FOR OBLIGATIONS, DAMAGES OR LIABILITY ARISING OUT OF OR UNDER SECTION 6 (WARRANTIES OF VENDOR), SECTION 8 (RECALLS OF PRODUCTS), SECTION 15 (CONFIDENTIALITY), OR SECTION 17 (INDEMNIFICATION), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR OBLIGATIONS, DAMAGES OR LIABILITY ARISING OUT OF OR UNDER SECTION 6 (WARRANTIES OF VENDOR), SECTION 8 (RECALLS OF PRODUCTS), SECTION 15 (CONFIDENTIALITY), OR SECTION 17 (INDEMNIFICATION), EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY HEREUNDER WILL NOT EXCEED THE AMOUNTS PAID BY BUYER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM THAT GAVE RISE TO THE LIABILITY.

19. INSURANCE. Vendor will have insurance policies with reputable insurers to provide coverage and amounts that secure its obligations and potential liabilities under the Purchase Order and as required by law. Vendor is responsible for all premiums, deductibles and retentions for the insurance.

20. TECHNICAL INFORMATION. Vendor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Vendor has disclosed or may hereafter disclose to Buyer in connection with the Products or Services covered by this Purchase Order.

21. COMPLIANCE. In providing Products or Services hereunder, Vendor will comply with any and all applicable federal, state, local, and foreign laws and regulations. Without limiting the foregoing, Vendor will continuously throughout the Term comply with all policies, laws, regulations, environmental standards, and all industry and manufacturing standards applicable to Vendor and the manufacturing of Products and the provision of Services. Vendor agrees to provide all information necessary for Buyer to comply with all applicable laws, regulations and related legal reporting obligations in the country(ies) of destination. Vendor agrees to provide all documentation and/or electronic transaction records to allow Buyer to meet customs related obligations, any local content/origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable. Vendor further agrees to assume, and to indemnify Buyer against, any and all financial responsibility arising from Vendor's failure to comply with these requirements and/or to supply Buyer with the information required to meet legal reporting obligations, including, without limitation, any fines, penalties, forfeitures, or counsel fees incurred or imposed as a result of actions taken by the importing country's government.

22. QUALITY CONTROL. Vendor shall maintain adequate and consistent quality control inspection and testing to assure that the Products and Services will consistently conform to specified requirements, and shall, at Buyer's request, furnish substantiated results of quality control quality control inspections and testing. Vendor shall notify Buyer in writing before changing in any way Vendor's specified requirements or processes used in production of supplies ordered by Buyer under this Purchase Order. Vendor's specified requirements used in production must not be changed without Buyer's prior written consent.

23. BUSINESS ETHICS: Vendor will comply with all applicable laws regarding minimum wage, living conditions, overtime, and working conditions, and all other applicable labor and environmental laws, and will not use any child labor in connection with its obligations hereunder. Further, Vendor will comply with all applicable laws, rules, and regulations relating to legitimate and ethical business practices, and has not and will not offer, promise, pay or provide, or authorize anyone to offer, promise, pay or provide, or solicit or accept, money or anything of value (including, without limitation, discounts, rebates, gifts, entertainment, meals, or lodging), directly or indirectly, to or from any official or employee of any public institution or government in connection with the Purchase Order. Without limiting the foregoing, Vendor will not offer or provide to the employees, agents or other representatives of Buyer any favors, gratuities, gifts, payments, part-time employment or anything of value, nor enter any other business transactions which might create a conflict of interest, whether or not in an attempt to influence such person's administration of the provisions of the Purchase Order, or to otherwise gain unfair advantage individually and/or relative to competing suppliers/vendors. Additionally, Vendor will immediately report to Buyer any requests made for favors, gratuities, gifts, payments, or anything of value by employees, agents or other representatives of Vendor or any employment relationships or business transactions between the Parties and/or involving Vendor's employees, agents or other representatives which might create any conflict of interest, and will cooperate with respect to any inquiry or investigation being conducted related to such activities or alleged activities. Vendor will report any unethical conduct to Buyer's Risk Management and Legal Administration Office at (903) 572-6675.

24. NON-DISCRIMINATION AND SUSTAINABILITY. Vendor agrees that it will not discriminate on the basis of race, gender, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment. The Parties will collaborate to identify ways to reduce greenhouse emissions arising out of the production and supply of Products and Services.

25. DISPUTE RESOLUTION; GOVERNING LAW. Any dispute or disagreement between the Parties arising out of or in connection with this Purchase Order that is not settled by key personnel of each Party to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other in writing that such dispute or disagreement exists shall then be mediated within sixty (60) days (or such longer period as may be mutually agreed upon) at a mutually agreeable location in accordance with the American Arbitration Association Rules and Procedures for commercial disputes with each Party sharing the cost of the mediator. If mediation is unsuccessful, the Parties may proceed to litigation, but each Party irrevocably waives their right to trial by jury. This Purchase Order will be governed by and construed and enforced in accordance with the laws of the State of Texas (without regard to the principles of conflicts of law). The Parties agree that venue for any dispute arising out of this Purchase Order shall lie in the state or federal courts serving Dallas County, Texas.

26. NOTICE. Each notice described in the Purchase Order to either Party (including without limitation to change a Party's address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service or certified mail return receipt requested to Vendor at its principal place of business as listed with the Secretary of State of its home state and to Buyer in care of its Legal & Risk Management Department, 950 I-30 East, Mt. Pleasant, Texas 75455 and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

27. INDEPENDENT CONTRACTOR. Vendor is providing Products and Services under this Purchase Order as an independent contractor. For purposes of this Purchase Order and all Products and Services to be provided hereunder, Vendor shall not be considered a partner, co-venturer, agent, employee or representative of Buyer or any of its affiliates, but shall remain in all respects an independent contractor, and Vendor shall not have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of Buyer. Nothing in this Purchase Order shall be deemed to in any manner create any employer-employee or principal-agent relationship between Buyer and Vendor. All Vendor personnel performing on behalf of Vendor hereunder shall be considered employees of Vendor and shall not be employees of Buyer. Vendor shall be solely responsible for the payment of wages to Vendor's personnel, contractors and subcontractors for work performed hereunder and will be solely responsible for withholding federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by state and federal law.

28. ASSIGNMENT. Vendor may not assign or in any way transfer its rights hereunder without the express written consent of Buyer. For purposes of this Section 28, a merger, reverse triangular merger, change of control. Sale of all or substantially all of the assets of Vendor or other corporate reorganization will constitute an assignment prohibited by this Section 28. The Purchase Order will bind and inure to the benefit of each Party's successors and permitted assigns.

29. AUTHORIZED PARTIES. Each person signing this Purchase Order on behalf of Vendor represents and warrants that he or she is duly authorized and has legal capacity to execute and bind this Purchase Order on behalf of Vendor.

30. ENTIRE AGREEMENT; COUNTERPARTS. This Purchase Order, including all documents incorporated herein by reference, constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. If any provision of this Purchase Order shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Purchase Order may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.