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*Providing
Customers
with
Solutions*

GENERAL TERMS AND CONDITIONS (September 2011)

CONTRACT FORMATION

1. ACCEPTANCE. THIS PURCHASE ORDER IS AN OFFER TO PURCHASE GOODS AND/OR SERVICES AS SET FORTH ON THE FACE HEREOF. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER: SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS ORDERED; COMMENCEMENT OF PERFORMANCE; INFORMING THE BUYER IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGMENT EXPRESSLY ACKNOWLEDGING THE TERMS SET FORTH ON THE FACE HEREOF. ANY ACCEPTANCE OF THIS PURCHASE ORDER IS LIMITED TO THE EXPRESS TERMS CONTAINED ON THE FACE OF THIS PURCHASE ORDER AND THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION ON SELLER'S ACKNOWLEDGMENT FORM OR OTHERWISE COMMUNICATED BY SELLER IN ACCEPTING THIS ORDER IS HEREBY OBJECTED AND REJECTED, BUT SUCH PROPOSALS SHALL NOT OPERATE AS A REJECTION OF THIS OFFER (UNLESS SUCH VARIANCES ARE IN THE TERMS OF THE DESCRIPTION, QUANTITY, PRICE OR DELIVERY SCHEDULE OF THE GOODS OR SERVICES) BUT SHALL BE DEEMED A MATERIAL ALTERATION THEREOF, AND THIS OFFER SHALL BE DEEMED ACCEPTED BY SELLER WITHOUT SAID ADDITIONAL OR DIFFERENT TERM(S). TO THE EXTENT THAT THIS ORDER IS IN ANY WAY DEEMED TO BE AN ACCEPTANCE OF A QUOTATION OR OTHER OFFER BY SELLER, ANY SUCH ACCEPTANCE IS LIMITED TO THE EXPRESS TERMS CONTAINED ON THE FACE OF THE PURCHASE ORDER AND THE TERMS AND CONDITIONS OF THIS ORDER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS.

2. SPECIAL U.S. GOVERNMENT (AND OTHER) PROVISIONS. If this purchase order is issued under a U.S. Government Prime Contract, as indicated by the U.S. Government Prime Contract number on the face of the purchase order (the "Prime Contract"), in addition to the terms and conditions stated herein and generally applicable federal laws and regulations, the provisions of the Federal Acquisition Regulation ("FAR") and DOD FAR Supplement ("DFAR"), and any other flow down clauses listed on the Sypris website at <http://www.sypris.com/sypris-electronics/support-downloads> hereto are specifically incorporated herein by reference. The version of the FAR and DFAR to be incorporated herein shall be that version actually incorporated in the Prime Contract.

3. COMPLETE AGREEMENT. This purchase order, and any supplemental sheets and riders which are incorporated herein by reference, contain the complete and entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

4. ORDER OF PRECEDENCE. In the event of any conflict among the provisions of this purchase order, the following order of precedence shall apply in interpreting this order (i) typewritten terms which appear on the face hereof, (ii) any special or supplemental terms and conditions incorporated by reference, (iii) these general provisions, (iv) terms contained in any Statement of Work or other contract documents.

CONTRACT MODIFICATIONS

5. NO ORAL MODIFICATIONS. No change to or modification of this order shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer's Purchasing Department.

6. CHANGES TO REQUIREMENTS. Buyer may, at any time, by written change order, suspend performance of this order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment or packing, or time or place of delivery of the goods covered by this order (the "Goods"); reschedule the services covered by this order (the "Services"), or require additional or diminished Services and Seller agrees to be bound thereby. No change will be binding on Buyer unless an authorized representative of the Buyer's Purchasing Department issues it. Information, advice, approvals, or instructions given by Buyer's technical personnel or other representative shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless they are set forth in a writing which is signed by a member of Buyer's Purchasing Department and which writing expressly states that it constitutes an amendment or change to this purchase order. Any claim for adjustment under this Section 6 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date Seller receives the change order. If Buyer pays the cost of property made excess or obsolete as a result of the change, Buyer may prescribe the manner of disposition of such property. Nothing in this Section 6 shall excuse Seller from proceeding with the performance of the order, as changed.

7. DESIGN CHANGES. During performance of this order, Seller shall not make any changes in the design of Goods to be furnished by Seller under this order without advance written notification to and written approval of the Buyer. The above requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.

OWNERSHIP OF INFORMATION & PROPERTY

8. PROPRIETARY INFORMATION. All information obtained by Seller from Buyer in accordance with this order and which is identified as "Proprietary" or the like by Buyer or Buyer's customer shall be received in confidence and shall remain the property of Buyer or Buyer's customer, as applicable. Such information shall be used and disclosed by Seller to its employees and others only to the extent necessary for the performance of this order. Seller shall not use or disclose any of the foregoing information for any other purpose without Buyer's prior written consent provided, however, that if the U.S. Government has the right to authorize the use of such information, Seller may, to the extent of such right, use it authorized by the U.S. Government; provided, further, that Seller gives Buyer notice of such authorization prior to such use.

9. INTELLECTUAL PROPERTY. Seller agrees that Buyer is the owner of all inventions, technology, designs, works of authorship, mask works, technical information, business information, tools, drawings, specifications, computer software and other information which is either furnished by Buyer or specifically designed for Buyer in connection with this purchase order. Accordingly, Seller hereby assigns all right, title and interest therein to Buyer, including without limitation all copyrights, potential patent rights and other intellectual property rights therein. Seller agrees to assist Buyer in every reasonable way in protection efforts undertaken by Buyer, including the pursuit of patents for any country. Information prepared by Seller specifically in connection with performance of this purchase order, including original works of authorship created by Seller, are considered "works made for hire" under U.S. Copyright Law. If any such work is determined by a court of competent jurisdiction not to be a work made for hire, this agreement shall operate as an irrevocable assignment by the author of such work to Buyer, of the copyright in the work, including all right, title and interest throughout the world.

10. MATERIALS AND TOOLS. If Buyer furnishes Seller material or equipment (such as special dies, molds, jigs, tools, test equipment, masks, etc.) or pays for such material or equipment, title thereto shall remain or vest in Buyer, and Seller shall label, identify, maintain and preserve such material and equipment and shall dispose of it (including scrap) only in accordance with Buyer's direction. Unless otherwise authorized in writing by Buyer, Seller shall use such material or equipment exclusively in the performance of purchase orders for Buyer. Seller shall be responsible

for any loss, damage, or destruction to such material or equipment, but Seller shall not include any insurance cost therefore in the prices charged under this order.

CONTRACT PERFORMANCE

11. **SUBCONTRACTS.** Seller shall not subcontract for complete or substantially complete parts of the work called for by this order without Buyer's prior written approval. Where such information and data described in Section 8 hereof are furnished to Seller's suppliers for use in performance of this purchase order, Seller shall insert the substance of Section 8 in all such orders to Seller's subcontractors.

12. **PRICE AND DELIVERY.** Seller shall furnish the Goods or the Services in accordance with the prices and delivery schedule stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer Buyer its lowest prices and best delivery dates, both of which shall be subject to written acceptance by Buyer. Unless otherwise noted on the face of this order, the prices shown herein include all packaging, crating and federal, state and local taxes, if applicable, and are firm for the delivery period shown. Seller warrants that the prices charged for the Goods or Services ordered will be as low as the lowest prices charged by the Seller to any customers purchasing similar goods or services in the same or similar quantities and under like circumstances. **SELLER'S TIMELY PERFORMANCE IS A CRITICAL ELEMENT OF THIS ORDER.** Seller will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault. Buyer may return, or store at Seller's expense, any Goods delivered more than five (5) days in advance of the delivery date specified for such Goods. Buyer reserves the right to reject all or any part of any delivery that varies from the quantity authorized by the Buyer for shipment. Moreover, Seller agrees to use good business practices in ordering and manufacturing products and components used to fulfill the requirements of this purchase order. Seller acknowledges and agrees that any blanket order and/or forecasts supplied in connection with this order do not represent firm commitments, but are supplied by Buyer solely for planning purposes. Seller agrees to only order and manufacture materials and products as required to meet Buyer's confirmed delivery dates. Any material received or manufactured in advance of this requirement is solely at Seller's risk.

13. INSPECTION.

(a) All goods may be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods purchased for a U.S. Government contract or subcontract) the U.S. Government, at all reasonable times and places. If such inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this order, and for such longer periods specified by Buyer in its acceptance of the inspection system, if any.

(b) Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of the location of Buyer where the Goods are received. If rejection of a shipment would result from Buyer's normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge the Seller the reasonable cost thereof. Seller is responsible for reasonable repackaging and transportation charges for rejected materials. Return material authorizations shall be issued to Buyer within 24 hours of Buyer's request.

(c) No inspection (including source inspection), tests, approval (including design approval), or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failures to meet the requirements of this order, or for latent defects, fraud, such gross mistakes as amount to fraud, or Seller's warranty obligations. If the Goods are defective or otherwise not in conformity with the requirements of this order, Buyer may, by written notice to Seller; (i) rescind this order as to such Goods; (ii) accept such Goods at an equitable reduction in price; or (iii) reject such Goods and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may: (i) replace or correct such Goods and charge the Seller the costs thereof (including cover and any incidental costs); or (ii) terminate this order for cause as provided in Section 19(c) hereof. Rights granted to Buyer under this Section 13 are in addition to any other rights or remedies provided elsewhere in this order or in law.

14. F.O.B., TITLE AND RISK OF LOSS. Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order. If transportation is F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to Buyer, until delivery of the Goods to Buyer's location.

15. EXCUSABLE DELAYS. Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of the Seller at any lower tier shall be excused only if its is beyond the control of both Seller and such supplier and without the fault or negligence of either, and the goods and/or services to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; and provided further, that Seller furnished prompt written notice to Buyer of the occurrence of any such cause that will or may delay Seller's performance. If delivery of any goods and/or services is delayed by any excusable event for more than three (3) months, Buyer may, without any additional extension, cancel all or part of any order with respect to the delayed goods and/or services.

WARRANTIES & INDEMNIFICATION

16. WARRANTIES.

(a) Seller represents and warrants that none of the Goods furnished under this purchase order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of this order. Seller further certifies that all materials shipped to Sypris Electronics are free of elemental mercury or unstable mercury compounds. The seller is obligated to maintain all data confirming compliance with the drawing(s) and applicable specification(s) either at the seller or at the place of manufacture. Compliance data shall be provided to Sypris Electronics upon request of the Buyer.

(b) In addition to all other express or implied warranties, Seller warrants that the Goods will be (i) free from defects in workmanship and materials, (ii) free from defects in design, except to the extent that such Goods comply with the detailed designs provided by Buyer, (iii) suitable for the purposes, if any, which are stated on the face of this order, and (iv) in conformity with all applicable drawings and specifications and other requirements of this order. These warranties, and all other express and implied warranties, shall survive any delivery, inspection, acceptance and payment pursuant to this order. In addition to any other rights and remedies Buyer may have, if the Goods are found not to be as warranted within a period of one (1) year after Buyer's acceptance, Buyer may return such Goods to Seller, at Seller's expense, for correction, replacement, or credit, as Buyer may direct. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Section 16 for the same period and to the same extent as the Goods initially furnished pursuant to this order.

(c) As to Services, in addition to any express or implied warranties, Seller warrants that it possesses the requisite expertise, facilities and equipment necessary and acceptable to perform the Services, and that such Services shall be performed in a safe and workmanlike manner. In addition to any other rights Buyer may have, if the Services are not found to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by the Seller, Seller shall, at Buyer's option, either refund to Buyer the amount paid for the Services, or perform the Services again in a proper manner to the extent necessary to provide Buyer with the result originally contemplated by Buyer.

(d) The failure of Seller to repair or replace and redeliver such nonconforming Goods (including counterfeit goods) and/or to correct such nonconforming Services within twenty (20) days after the Goods are returned to Seller or Seller receives notice of nonconforming Service shall entitle Buyer, at its election and in addition to any other rights and remedies it may have at law or in equity, to have such nonconforming Goods repaired or replaced or such nonconforming Services corrected at Seller's expense. In addition to the costs of repairing or replacing such nonconforming Goods and/or correcting such nonconforming Services, Seller shall be responsible for all costs including but not limited to the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, reinspection, retesting, and retrofit required to deliver conforming Goods and/or Services.

17. COUNTERFEIT WORK.

- (a) For purposes of this clause, Work consists of those parts delivered that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable
- (b) Seller agrees and shall ensure that Counterfeit Work is not delivered to Sypris Electronics.
- (c) Seller shall only purchase products to be delivered or incorporated as Work to Sypris Electronics directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Sypris Electronics.
- (d) Seller shall immediately notify Sypris Electronics with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Sypris Electronics, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work including without limitation Sypris Electronics costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Sypris Electronics may have at law, equity or under other provision.
- (f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall indemnify and hold Buyer harmless from any and all damages, costs (including legal fees and expenses), losses, and liabilities incurred for, or by reason of, a claim, suit, or proceeding (including any related settlement, judgment or award) pertaining to actual or alleged infringement of any patent, trademark, copyright or other intellectual property right by reason of the sale or use of any product sold to Buyer hereunder, and from reasonable expenses incurred by Buyer in defense of such an action if Seller does not undertake the defense thereof; provided, that Seller is promptly notified of the action and Buyer offers Seller full and exclusive control of the defense effort when products of Seller only are involved therein or the right to participate in the defense effort when products other than those of Seller are also involved therein; except that this indemnity shall not extend to infringement resulting solely from Seller's compliance with Buyer's specific designs, processes or formulas. In the event an injunction or restraining order is imposed on Buyer in connection with the foregoing action, Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the product, or replace or modify the product so that it becomes non-infringing. Seller shall also indemnify Buyer's customers and agents for such infringement if and to the extent that Buyer has agreed so to indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein.

19. LIABILITY FOR INJURY AND INSURANCE. Seller will indemnify and save harmless Buyer, its directors, officers, employees and agents and invitees from and against all liability, demands, claims, losses, costs, damages and expenses, including but not limited to attorneys' fees, by reason of or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this purchase order that is occasioned by the actions or omissions of Seller or its subcontractors or suppliers of any tier. Seller shall carry and maintain insurance coverage sufficient to cover the above indemnification, and, upon Buyer's request, shall furnish Buyer with satisfactory evidence of such insurance.

CONTRACT TERMINATION

20. STOP WORK ORDERS AND TERMINATION.

- (a) Stop Work Orders. Buyer may at any time, by written order, require Seller to stop all or any part of the work under this purchase order for a period of up to ninety (90) days after delivery of such stop work order, and for any further period as the parties may agree. Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to avoid or minimize costs allocable to the work stoppage. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order or terminate the work in accordance with Subsections (b) or (c) below. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be

made in the price (excluding profit) or the delivery schedule, or both, and this order modified accordingly, provided, however, that no adjustment in price or delivery shall be made under this provision if (i) the work would have been otherwise interrupted or delayed, (ii) such adjustment is available or expressly excluded under any other provision of this order, and/or (iii) the claim for adjustment is not submitted to Buyer within thirty (30) days after the stop work order expires or is canceled, whichever is earlier.

(b) Without Cause. Buyer may terminate this order, in whole or in part, at any time by written notice stating the extent and effective date of such termination. In such event, the rights of the parties shall be governed by the provisions of the clause set forth in Subsection 52.249-2 of the Federal Acquisition Regulations ("FAR") as in effect on the date of this order, which clause is incorporated herein by reference; provided, however, that (i) Seller must submit any claim for equitable adjustment resulting from such partial or complete termination to Buyer within thirty (30) days after the effective date of termination, otherwise any such claim shall be deemed absolutely and unconditionally waived, (ii) in no event shall such equitable adjustment exceed the remaining unpaid balance of this purchase order, (iii) all references in the FAR clause to the "Government" or the "Contracting Officer" shall mean Buyer or its designees and all references to the "Contractor" shall mean Seller, and (iv) all disputes regarding the claim must be resolved in accordance with Section 28 hereof. Buyer shall have the right to audit all elements of any termination claim and Seller shall, upon request, make available to Buyer or Buyer's representative all books, records and papers relating thereto.

(c) With Cause. Buyer reserves the right to terminate this purchase order in whole or in part for Seller's default if Seller (i) fails or refuses to perform in accordance with any of the requirements of this order or to make progress so as to endanger performance hereunder, or (ii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal laws relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed articles delivered and accepted by Buyer, payment for which can be set off against damages to Buyer. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller for performance of the work terminated and Seller shall be credited with the reasonable value thereof, not to exceed Seller's cost or the contract price, whichever is less. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of procurement. If, after a termination with cause, it is determined that Seller was not in default, the termination shall be considered to have been made pursuant to Subsection (b) of this clause. Buyer or its designee shall have the right to audit all elements of any termination claim and Seller shall, upon request, make available to Buyer or Buyer's designee all books, records, and papers relating thereto. Termination of this order for default shall be without prejudice to any other rights and remedies of the Buyer under statute or common law.

(d) To the extent this order is not terminated pursuant to this Section 19, Seller shall continue with performance.

21. CESSATION OF PRODUCTION. If production of any Goods, or the provision of any Services, is to be permanently discontinued at any time within one (1) year after final delivery of such Goods or Services under this order, Seller shall give Buyer at least one hundred eighty (180) days prior written notice of such discontinuance, during which time Seller shall accept orders from Buyer for a reasonable quantity of such Goods or Services.

INVOICING & PAYMENT

22. INVOICING. After each shipment made or Service provided under this order, Seller shall send a separate invoice, including item numbers, in duplicate, accompanied (if applicable) by a bill of lading or express receipt. Payment periods and cash discount periods will be computed from either (i) the date of delivery or acceptance of Goods and/or Services ordered or, (ii) the date of receipt of correct and proper invoices prepared in accordance with the terms of this order, whichever is later. Payment of invoices shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under this order.

OTHER TERMS

23. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to Executive Order 11246 as amended, the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act, The Vietnam ERA Veterans' Readjustment Assistance Act of 1974, as amended 38 U.S.C. 4212 (formerly 2012); Section 503 of the Rehabilitation Act of 1973, as amended; and,

their implementing regulations, the International Traffic in Arms Regulations, as amended, and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damages or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation. Seller shall provide to Buyer, at the time of initial shipment or request, a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substance sold hereunder as required by any applicable federal, state or local law, ordinance, rule or regulation. Such sheet shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910 1200) and all applicable state regulations.

24. SELLER'S STATUS. The Seller is and shall be deemed to be an independent contractor at all times during its performance of the work specified in this purchase order. It is understood and agreed that Seller and/or its employees engaged in the performance of this purchase order are not employees of Buyer and are not entitled to any employee benefits, privileges or payments from Buyer (other than as expressly provided for in this order) and the Seller shall pay the salaries or expenses and applicable taxes of its employees.

25. LIEN WAIVERS. Seller shall furnish upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order and shall indemnify Buyer against all costs, loss or liability incurred by Buyer as a result of any failure by Seller or any other person to comply with the provisions of this Section 25.

26. ASSIGNMENT. Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.

27. WAIVER. The failure of Buyer to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to the Buyer under this order, shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect. If any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

28. APPLICABLE LAW. The laws of the State of Florida, excluding its choice of law rules, shall govern the construction, interpretation and performance of this purchase order and all transactions hereunder, except that any provision of this purchase order which is (i) incorporated in full text or by reference from the Federal Acquisition Regulation ("FAR") or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government.

29. DISPUTE RESOLUTION. All disputes under this purchase order which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Jurisdiction and venue for any proceeding to enforce, or to resolve disputes relating to this purchase order shall be in Hillsborough County, Florida, USA. Pending settlement or final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with Buyer's direction.

30. RIGHTS AND REMEDIES OF BUYER. The rights and remedies of the Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity.

31. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

32. PUBLICITY. Seller shall not make or authorize any news release advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior consent of Buyer, except as may be required to perform this order.