



PURCHASE ORDER TERMS AND CONDITIONS

J&L Fiber Services, Inc.

1. **CONTRACT** - This purchase order ("**Order**") constitutes an offer by J&L Fiber Services, Inc. ("**Buyer**") to purchase the goods and services described, and acceptance is expressly limited to the terms and conditions contained herein. Additional or different terms offered by Seller are objected to and rejected and shall not become part of this Order, unless and to extent specifically stated elsewhere in this Order. This Order will become a contract between the parties upon Seller's written acceptance or Seller's commencement of performance of any portion of the Order.

2. **PACKING, SHIPMENT AND DELIVERY** - (a) All goods must be suitably packed, marked, loaded and shipped in accordance with the common carriers requirements in a manner to secure lowest transportation cost and to prevent damage in transit and as otherwise required by this Order. Seller shall pay for damage to goods resulting from improper packing, marking, loading or shipment. Buyer's Order number and country of origin must appear conspicuously on each item or container in accordance with applicable law. (b) All documentation required by this Order, law or industry practice, that is required to be delivered with the goods shall accompany all shipments. Shipping documents, including invoice must be delivered to the designated Buyer's office on the day of shipment. (c) Delivery shall be FCA, place of manufacture, INCOTERMS 2010, or as specified on the face of this Order. (d) Time is of the essence with regard to due dates for goods and services under this Order. If during the delivery period it becomes, or should become, apparent to Seller that it will be unable to deliver the goods within the delivery time(s), Seller shall be obliged to notify Buyer promptly in writing of the foreseeable delay in deliveries regardless of the cause of such delay. Seller shall specify the cause of the delay, estimated new delivery time(s) and an action plan to minimize the delay and its impact. For goods not delivered in the quantities and at the times specified, Buyer may, in addition to its other rights, direct expedited delivery of the goods with increased routing costs to be borne by the Seller. Seller shall not be entitled to deliver the goods prior to the delivery time(s) described in this Order without Buyer's prior written consent.

3. **PRICING AND PAYMENT** - (a) Prices are firm and are not subject to escalation. (b) Invoices must show order number, a description and quantity of the goods and services and HTS Codes (for goods delivered from outside the United States). (c) Unless otherwise agreed, Buyer shall pay for the goods and services within 60 days from the receipt of the invoice, subject to the invoice complying with Buyer's instructions and being submitted with appropriate backup documentation. (d) Payment due dates and any applicable early payment discount are calculated from the later of: (1) the date all goods have been delivered, services performed and Buyer receives all required documentation, or (2) Order due dates. (e) In addition to any right of setoff provided by law, all amounts due Seller under this Order or any other contract or obligation shall be considered net of any Seller indebtedness or obligation to Buyer, and Buyer may deduct any amounts due or to become due from Seller from any sums due from Buyer. (f) No charges for blocking, boxing, crating, dunnage, packing, drayage, cartage or demurrage will be allowed. (g) Any applicable local, state or federal sales, excise or use taxes shall be shown separately on the invoice, if not exempt. Buyer will not pay any additional taxes unless specifically agreed to in writing. (h) Should Buyer be entitled to make application for duty drawback with respect to any material imported by Seller to satisfy this Order, Seller will provide, without cost to Buyer, the necessary information and documentation to enable Buyer to make such application.

4. **QUALITY ASSURANCE, INSPECTIONS AND ACCEPTANCE** - (a) Seller will maintain a quality assurance system to detect and prevent shipment of nonconforming goods and services, and Buyer reserves the right to audit and evaluate the adequacy thereof. (b) All goods and services covered by this Order are subject to inspection, testing and final acceptance. Payment or commencement of use of the goods and services shall not constitute acceptance. At any time, Buyer, through its representatives, shall have the right to inspect and test the goods and works in process at Seller's locations where the goods are being manufactured. Such inspections will occur periodically as determined by Buyer, and Seller agrees to provide all requested support and access for the effective conduct of such tests and inspections. Buyer shall be responsible for all costs related to the tests and inspections of the goods by its representatives. Any inspection or approval at Seller's plant or elsewhere during or after manufacture shall be provisional only and shall not constitute acceptance and shall not relieve Seller from or otherwise impact its obligations hereunder. (c) The making or failure to make any inspection of, or payment for, or acceptance of, the goods or services, shall in no way impair Buyer's right to reject or revoke its acceptance of non-conforming goods and services or to seek any other remedies to which Buyer may be entitled. (d) Seller shall be responsible for all inspections required to comply with all applicable federal, state and local laws, ordinances, regulations and manufacturer's standards. (e) Final payment is conditioned upon: (1) acceptance of goods and services by Buyer and, if applicable, Buyer's

customer, and (2) evidence satisfactory to Buyer that all liens, claims, obligations and liabilities against the goods or services or the premises for which the goods or services were furnished or installed or which are otherwise chargeable to Buyer or Buyer's customer, have been fully paid, satisfied and released. (f) Goods or services that are non-conforming may be rejected by Buyer or, at Buyer's option, shall be repaired, replaced or re-performed at Seller's sole expense.

5. GENERAL WARRANTIES AND REMEDIES - In addition to any other warranties or guarantees contained in this Order, Seller represents and warrants that all goods and services covered by this Order: (a) strictly conform to the specifications, drawings, samples or other descriptions described or referenced by this Order or which are otherwise furnished or specified by Buyer, (b) are new, free of defects in material, workmanship and design, (c) conform to all applicable laws, (d) meet the performance guarantees, if any, (e) are supplied with all operation, testing, service and maintenance manuals, instructions, warnings, software and documentation; and (f) conform to all warranties implied or arising by operation of law. If, within twenty-four (24) months from final acceptance or such period if otherwise expressly specified in this Order, Buyer notifies Seller that the goods or service are defective or non-conforming, Seller shall bear all costs and expenses associated with correcting any defects or non-conformities, including, without limitation, necessary disassembly, removal, transportation, reassembly and retesting, as well as rework, repair or replacement of the work, re-performance of the services and disassembly and reassembly of adjacent work when necessary to give access to improper, defective or non-conforming work. In the event Buyer purchases the goods or services for resale, including incorporation into Buyer's products, the warranty period shall commence after acceptance by the final end user, not to exceed twenty-four (24) months from delivery to the end user. If a defect in the goods or services is remedied by Seller in accordance with this Order, then a fresh warranty period equal to the original one will apply. Seller agrees that this warranty shall inure to the benefit of Buyer and Buyer's customer and that Buyer, Buyer's customer or both shall have the right to enforce the terms of any Seller warranty. If Seller fails to remedy any defect in the goods or services without delay, Buyer shall be entitled to remedy such defect at the cost of Seller. Seller shall make Buyer a third party beneficiary of all of Seller's orders or subcontracts issued in connection with this Order. Seller shall require all of its vendors and subcontractors to include a similar requirement in their purchase orders and subcontracts for Buyer's benefit. Notwithstanding the foregoing, Seller shall be responsible for the acts and omissions of its supply chain partners as if for its own acts and omissions. Buyer's approval of any Seller drawings shall not relieve Seller of any of Seller's obligations hereunder.

6. APPLICABLE LAWS AND SETTLEMENT OF DISPUTES – (a) Seller further represents and warrants that the goods and services are produced and otherwise supplied in full compliance with all applicable federal, state, and local laws and regulations, orders and rules, including but not limited to all applicable environmental, safety, health, and labeling laws, such as U.S. 10 CFR §21 *et seq.*, 19 CFR §134 *et seq.* and 29 CFR§1900, *et seq.* Without limiting the generality of the foregoing, Seller specifically represents and warrants that: (1) the goods covered by this Order have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act, as amended, and the applicable regulations and orders of the United States Department of Labor issued under Section 14 thereof, and will certify the same on each invoice, and (2) Seller will determine and provide Buyer with the correct U.S. Export Control Classification Number (ECCN) of the commodities, technology or software that comprise the goods and services of the Order and to otherwise provide underlying or other related data and information as reasonably required by Buyer in order for Buyer to comply with its obligations under applicable law. (b) Any dispute arising out of or in connection with this Order, which the parties are not able to settle amicably within three (3) months from the first written request for such settlement, shall be finally settled in accordance with the latest rules for commercial arbitration of the American Arbitration Association (AAA) by one or more Arbitrators appointed in accordance with those Rules. The arbitration shall take place in Atlanta, Georgia. Judgment upon the award rendered by the Arbitrator(s) shall be binding and final. Upon its request, Buyer shall be entitled to consolidation or joinder of any arbitration involving Seller with related arbitrations involving other parties.

7. BUYER SUPPLIED TOOLING AND MATERIALS - All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this Order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer (hereinafter "**Buyer Property**"). Buyer Property shall not be used to manufacture goods or provide services to any other party and shall: be properly housed and maintained by Seller at Seller's cost; be deemed to be personalty; be conspicuously marked "Property of J&L Fiber Services, Inc." by Seller; not be commingled with the property of Seller or a third party; not be moved from Seller's premises without Buyer's prior written approval; and be fully accounted for, including scrap. Upon the request of Buyer, and in any event upon completion of Seller's performance hereunder, such property shall be immediately released or delivered to Buyer FCA, Seller's location, INCOTERMS 2010. 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. Buyer Property shall be fully insured by Seller for the benefit of the Seller and Buyer against loss by fire or against such losses as are usually insured against under the ordinary extended coverage. Notwithstanding the existence or limits of any insurance, Seller shall bear the risk of loss of or damage to Buyer Property. Seller shall assess no storage charge with respect to Buyer Property. Any Buyer Property damaged or scrapped because of defective workmanship of Seller shall be repaired or replaced or paid for by Seller. Buyer retains a security interest in Buyer Property and Seller shall do all acts and things necessary to perfect or otherwise evidence Buyer's interests in the goods and services.

8. PROPRIETARY RIGHTS (a) Buyer's data, designs, specifications, computer programs, drawings, plans, documentation, processes, models, prototypes, methods, technologies, techniques, formulae or other information concerning its products or business, in whatever form (including that which may be embodied in Buyer Property), is Buyer's proprietary and confidential property ("**Proprietary Property**"). If any goods are made or services supplied according to, by means of or with Proprietary Property, the Seller agrees that the same goods or services will not be furnished to any other party and that Proprietary Property will not be used to provide goods or services to third parties, without the Buyer's written consent. Seller shall keep all Buyer's non-public Proprietary Property confidential. Upon completion of this Order, Seller shall turn over to the Buyer all Proprietary Property in its possession. (b) Seller agrees that Buyer also owns all right, title and interest in and to any invention, discovery, concept, idea or work of authorship conceived, developed, reduced to practice or created in connection with or suggested by this Order (hereinafter "**Developments**"), which Developments are hereby deemed Proprietary Property. If any goods or services supplied by Seller are copyrightable, they shall be deemed to be a "work made for hire," as such term is defined in the Copyright Laws of the United States. In any event, the Seller hereby assigns, and agrees to assign or cause the assignment of, without further compensation, to Buyer, all right, title and interest in and to all Developments, and Seller shall execute or cause the execution of all papers reasonably required to protect Buyer's rights. (c) In the event or to the extent Buyer does not acquire the right, title and interest in any goods or services as described in subsection (b) above, Seller hereby grants Buyer a perpetual, worldwide, nonexclusive, royalty-free, irrevocable license to make, use, sell, sublicense, and import all Developments and to repair and have repaired, to reconstruct and have reconstructed the goods, and to prepare derivative works of any works of authorship performed or delivered hereunder. (d) Seller agrees that Buyer's identification, such as trademarks, service marks, trade names, or trade dress or other identification shall be used only as and to the limited extent expressly directed by Buyer with the goods and services under this Order and any rights arising out of such use shall accrue solely to Buyer and Seller shall not attempt to register or otherwise obtain any right, title or interest in or to any such identification. (e) Buyer may agree to hold the Seller's confidential and proprietary property in confidence, but only if, and to the extent, Buyer signs a separate confidentiality agreement.

9. CHANGES - This Order shall not be modified by the Seller without the express written approval of Buyer; however, Buyer may at any time by written notice, direct changes within the general scope of this Order. If any such change affects the time or cost of performance, an equitable adjustment shall be made to the affected contract provision by written agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing and in full within thirty (30) days from the date of notification of the change or shall be waived. Seller shall proceed with the Order as changed whether or not the parties have agreed on the equitable adjustment.

10. SUSPENSION OF WORK - Seller shall suspend work for a period of up to ninety (90) days upon written notice from Buyer and shall take all reasonable steps to minimize costs during such work suspension. Seller shall properly store the work in progress, raw materials and finished goods inventory during the suspension. Seller shall keep Buyer fully informed of the status of the goods and of Seller's contractual performance. Seller shall comply with the Buyer's instructions. An equitable adjustment shall be made to price, delivery schedule, or other provisions affected by the suspension provided a claim for such adjustment is made within thirty (30) days after Seller's receipt of Buyer's notice to continue work. Seller shall commence work after suspension whether or not Seller and Buyer have agreed on the amount or other specific terms of the equitable adjustment.

11. TERMINATION - (a) Buyer may terminate all or any part of this Order without cause and at its convenience. Upon written notice from Buyer to Seller of such termination, Seller shall stop all work and shall cause its suppliers or subcontractors to stop all work. (b) Upon such termination, Buyer shall pay to Seller the following amounts, without duplication: (1) the order price for all goods or services which have been completed in accordance with this Order; and (2) the actual direct costs of goods-in-process, raw material committed and services rendered as of the date of termination, but only to the extent such costs are reasonable in amount and otherwise proper under generally accepted accounting principles, and less, however, the reasonable value of

any goods-in-process or materials otherwise used or sold by Seller with Buyer's written consent and any undelivered goods or raw materials which are in Seller's standard stock or which are readily marketable. (c) Buyer will make no payments for finished goods, goods-in-process, or raw materials in excess of those authorized in delivery releases outstanding at the date of termination. In no event will payments made exceed the aggregate price payable by Buyer for finished goods, which would be provided by Seller under delivery or release schedules outstanding at the date of termination. (d) 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 or rental costs, unamortized depreciation costs, and general and administrative burden charges arising out of the termination. (e) Payment is conditioned upon receipt by Buyer of Seller's termination claim, with sufficient supporting data to permit Buyer's audit, within thirty (30) business days from the effective date of termination, and thereafter prompt receipt of 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 the termination. (f) Upon payment in accordance with this Section 11, all right, title and interest in and to finished goods, goods or services (including Developments) in process and raw materials shall vest in Buyer.

12. CANCELLATION - In addition to its other rights to cancel the Order for breach of contract under applicable law, Buyer has the right to cancel or suspend, from time to time, all or any part of this Order for cause, upon the happening of any of the following or comparable events: (a) Seller's insolvency; (b) Seller's filing of a voluntary petition in bankruptcy; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller.

13. INSURANCE - (a) Seller, at its expense, shall carry and maintain in force at all times relevant hereto the following insurance, on policy forms and with insurance companies reasonably acceptable to Buyer, at the indicated minimum coverage limits, or such higher limits as Buyer may require, or the limits provided under insurance currently held by Seller as of the date of the applicable Order, whichever is greater.

- (1) Workers' Compensation - Statutory; Employer's Liability - \$500,000 per accident/per employee; and such other insurance as may be required by Statutory law; this policy shall include a waiver of subrogation to Buyer.
 - (2) Commercial General Liability (Occurrence Form), including Contractual Liability and liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence. This policy shall name Buyer as additional insured.
 - (3) Business Automobile Liability, in a combined single limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence.
 - (4) Professional Liability - \$3,000,000 per claim and aggregate on a claims-made basis, with a retroactive date prior to the performance of any Work under this Order.
 - (5) Other insurance appropriate for Seller's business or as required by law or under the circumstances.
- (b) Seller shall maintain in force the insurance required by this Section 13 and shall seasonably renew all required coverage during the term of this Order.
- (c) Upon the request of Buyer, Seller shall provide Buyer with certificates of insurance evidencing the coverage. Such certificates shall provide that the insurer will give Buyer at least thirty (30) days advance notice of any changes in, or cancellation or non-renewal of, coverage and note any exclusions. If, in connection with the performance of services under this Order, Seller will not use motor vehicles on the Buyer's or Buyer's Customer's site other than parking areas, a letter so stating is acceptable in lieu of the automobile insurance certificate.
- (d) Seller shall require that any subcontractor it employs carry the same coverage in the same limits as set out above, and other coverage as Seller deems appropriate, and shall provide proof of such.
- (e) Neither failure of Seller to comply with any or all of the insurance sections of this Order, nor the failure to secure endorsements on policies as may be necessary to carry out the terms and conditions of this Order, shall be construed to limit or relieve Seller from any of its obligations under this Order, including this Insurance Section.

Seller's obligations under this Order are independent from, and not limited in any manner by, the Seller's insurance coverage obtained pursuant to this Order.

14. INDEMNIFICATION - Seller shall defend, indemnify and hold harmless Buyer and Buyer's customers (including their respective directors, officers, employees, agents, shareholders, insurers, successors, and assigns) from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorneys' fees ("**Liability**") arising out of: (a) breach of any warranty or representation or other promise, including delivery, made under this Order; (b) failure

to meet a performance guarantee, if any, and (c) any other act or omission of Seller, including, without limitation, property damage, or personal injury or death, whether said Liability is premised on contract or in tort, including strict liability or negligence of Buyer or Seller. This indemnity will not apply where such Liability arises solely from the negligence or other fault of Buyer or its employees. (3) Infringement of any United States or foreign patent, trademark, copyright or other intellectual or industrial property right, or misuse or misappropriation of a trade secret by reason of the manufacture, use, sale, license or import of the goods or services supplied by Seller under this Order.

15. ON SITE SERVICES – For work performed on Buyer’s customer’s site, Seller will comply with Buyer’s customer’s safety policies and rules.

16. FORCE MAJEURE - Buyer may delay delivery and/or acceptance occasioned by unforeseeable causes beyond its reasonable control without any obligation or liability to Seller. Seller will not be deemed at fault for delay in delivery due to causes or events beyond its reasonable control and without fault or negligence of the Seller, provided Buyer is notified within ten (10) days from the beginning of such delay and provided further that if such delay exceeds sixty (60) days, Buyer may terminate this Order and without any liability or obligation to Seller.

17. GOVERNING LAW AND DISPUTES - This Order shall be governed and construed according to the internal laws of the U.S.A. and the state where the principal office of the division of Buyer issuing this Order is located, without regard for the state’s conflict of laws provisions, and any claim arising out of this Order shall be brought only in a state or federal court in that state. Any action resulting from any breach on the part of Buyer arising out of this purchase order must be commenced within one (1) year after the cause of action has accrued or be forever waived.

18. HSE, SUSTAINABLE SUPPLY CHAIN POLICY, CODE OF CONDUCT AND OTHER REQUIREMENTS – (a) Seller confirms its awareness of Buyer’s Health, Safety and Environmental (“HSE”) programs and requirements published by Buyer at www.valmet.com and undertakes to comply therewith. The Seller agrees to comply with Buyer’s HSE requirements (as amended from time to time) with respect to the goods and services and Seller’s performance under this Order. Seller shall be responsible to ensure that its subcontractors are aware of, and have committed to, Buyer’s HSE requirements. (b) Seller confirms its awareness of Buyer’s Sustainable Supply Chain Policy published by Buyer at www.valmet.com and undertakes to comply therewith. Seller confirms that its own operations shall not be in conflict with these principles. Seller shall be responsible to ensure that its subcontractors are aware of, and have committed to, Buyer’s Sustainable Supply Chain Policy. (c) Seller also confirms its awareness of Buyer’s Code of Conduct which requires Buyer’s employees and agents to comply with all applicable law and ethical business practices. Buyer’s Code of Conduct is published by Buyer at www.valmet.com and states that no relevant conflicts exist between this and Seller’s own principles. Seller confirms that its business practices are not in contradiction with the principles stated in the United Nations Global Compact Initiative, which Valmet Group supports as a signatory. Seller shall respect the United Nations’ Universal Declaration of Human Rights and the core rights stated in the ILO Convention as adopted by national laws and according to best local practices. Seller shall refrain in all circumstances from the use of child or forced labor. Seller shall undertake to follow ethical business practices and in so doing to refrain from the use of bribery. Seller shall ensure that its subcontractors are aware of the above requirements, and have committed to comply with them. Seller may communicate suspected violation(s) of these principles to Buyer as follows: (1) Attn. Compliance Officer, Valmet, Inc. at 2425 Commerce Avenue, Suite 100, Duluth, Georgia 30096 or via telephone at 770-263-7863, or (2) to Valmet Corporation, via the internet at www.ethicspoint.com or via telephone at 866-263-2384. (d) Buyer may carry out audits to verify the compliance status of Seller with respect to this Section 18. In case of Seller’s breach, default or other failure to comply with any of obligations stated in this Section 18, Buyer shall have the right, at its sole option, to immediately suspend the subject work and also to terminate this Order with immediate effects.

19. TRANSFER OF TITLE AND RISK OF LOSS OR DAMAGE – (a) Title to the goods shall pass from Seller to Buyer upon each delivery. (b) Risk of loss or damage of the goods shall pass from Seller to Buyer in accordance with the INCOTERMS term of delivery specified in this Order. (c) If Buyer is unable to receive the goods, risk of loss or damage shall remain with Seller while the goods are stored or kept by Seller.

20. FAILURE TO PERFORM – (a) If, in the opinion of Buyer, Seller shall at any time (1) fail in any material respect to prosecute the work or deliver the goods according to the agreed upon schedule, (2) fail to comply with any provision of this Order, (3) make a general assignment for the benefit of its creditors, (4) have a receiver appointed, or (5) become insolvent, then, after serving three (3) days’ written notice, unless the

condition specified in such notice shall have been eliminated within such three (3) days, Buyer, at its option, without voiding the other provisions of this Order, may (i) take such steps as are necessary to overcome the condition, in which case Seller shall be liable to Buyer for the cost thereof, (ii) terminate for default Seller's performance of all or a part of the work under this Order, or (iii) obtain specific performance or interlocutory mandatory injunctive relief requiring performance of Seller's obligations hereunder, it being agreed by Seller that such relief may be necessary to avoid irreparable harm to Buyer or Buyer's customer. (b) In the event of termination for Seller's default, Buyer may, at its option, (1) take assignment of any or all of Seller's subcontracts, and/or (2) either itself or through others complete the work by whatever method Buyer may deem expedient. In case of termination for Seller's default, Seller shall not be entitled to receive any further payment until the work shall be fully completed, delivered and accepted by Buyer. At such time, if the unpaid balance of the Order price shall exceed the liabilities, costs and expenses, (including reasonable attorney's fees) suffered or incurred by Buyer in connection with Seller's default, including overhead and profit, such excess shall be paid by Buyer to Seller. If such liabilities, costs and expenses shall exceed the unpaid balance, the Seller shall pay Buyer the difference on demand.

21. LIEN WAIVER – Notwithstanding anything to the contrary herein, no payment of the price, whether interim or final, shall be due until Seller has delivered to Buyer, upon Buyer's written request, affidavits of payment and evidence of the waiver and release of all liens, security interests, encumbrances and claims of any kind arising out of services performed and/or goods delivered through the date of payment, in a form satisfactory to Buyer.

22. MISCELLANEOUS - (a) Relationship of the Parties - Seller and Buyer are independent contracting parties and nothing in this Order shall make Seller an employee, agent, partner or legal representative of Buyer, nor grant Seller any authority to assume or to create any obligation on behalf of Buyer. (b) No Assignment/Subcontracting - This Order or the monies due thereunder may not be assigned in whole or in part without the written consent of Buyer. Seller shall not subcontract any portion of this Order to a third party without the prior written consent of Buyer. (c) Headings and Titles - Section headings or titles are for reference only, and are not a part of the terms and conditions. (d) No Waiver - Any waiver or failure of Buyer to require strict compliance with the provisions of this Order shall not be deemed a continuing waiver of Buyer's right to insist upon strict compliance or the waiver of any other provision of this Order (e) Rights Cumulative - The rights and remedies of Buyer under this Order are cumulative, and in addition to any other provided in law or equity. (f) Complete Agreement - This Order contains the complete and final agreement between Buyer and Seller, superseding all prior or contemporaneous oral or written negotiations, representations, statements and communications. No agreement or other understanding in any way purporting to modify this Order shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative. (g) Severable Terms - The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions. (h) English Language - All information and engineering data submitted by Seller shall be in the English language and shall be in English standard units.