

Uniform Terms and Conditions – International Orders

1. NCI Group, Inc. and its applicable tradename ("Seller" or "Manufacturer") provides the following terms and conditions ("T&C") to apply to this Purchase Order ("PO") for Seller's line of metal building products, goods and/or materials (sometimes referred to as "Metal Building System"). The following T&C will apply without exception to this PO and any to all sales by Seller to the customer named herein ("Buyer"). By its execution and/or acceptance of this PO, Buyer unconditionally and irrevocably accepts these T&C which shall not be waived, modified or amended without the express written consent of Seller's President or Executive Vice-President. Terms and conditions contained within any other document or PO issued by Buyer, whether conflicting with the T&C or not, shall be of no force and effect. Any documents that Buyer may use including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this PO shall supersede and take precedence over any of Buyer's terms and conditions that may be contained on any such forms. Any plans, specifications, details, descriptions, drawings, documents, terms and/or conditions not specifically created by Seller or expressly referred to herein are not a part hereof and shall not be binding upon Seller. Buyer acknowledges and agrees that this PO is not valid for plan and specification projects since it is based on Seller's product standards only. These T&C cannot be waived or modified except in writing in advance and signed by an authorized officer of Seller.

2. Seller may initiate or Buyer may request changes to the Metal Building System noted in this PO. If Seller is willing to comply with Buyer's requested changes, Seller will indicate its willingness by preparing a written change order delivered to Buyer using Buyer's contact information set forth in this PO. Buyer expressly agrees that, if such changes result in added costs of any kind, then Buyer shall bear sole responsibility for such additional costs and the fabrication and delivery time will be extended as determined by Seller in its sole discretion. Buyer agrees that any change order issued by Seller shall be deemed an amendment to this PO unless, within 3 days following the date of such change order, Buyer delivers its written objections thereto to Seller's President or Executive Vice-President.

3. As soon as the Metal Building System that is the subject of this PO (or any portion thereof) is ready for delivery to Buyer, Seller will send notification to Buyer as to that fact and inform Buyer as to the date(s) on which Seller will tender delivery of the Metal Building System to Buyer's freight forwarder(s) for shipment by loading same onto flatbed trailers provided by Buyer's freight forwarder(s). The Metal Building System will be delivered Ex Works Seller's facilities (the "Point of Delivery"). Title to and risk of loss or damage to the Metal Building System shall pass to Buyer upon their delivery into the custody of Buyer's freight forwarder(s) at the Point of Delivery. Buyer shall obtain and maintain, at its own risk and expense, any and all licenses, permits and government approvals and carry out, where applicable, all customs formalities necessary for (a) the export of the Metal Building System from the United States and (b) the import of the Metal Building System into each jurisdiction where they are to be stored or constructed. All shipment and delivery terms (including without limitation "Ex Works", "F.C.A.", "F.O.B.", "D.D.U.", etc.) used in this PO or otherwise by Seller and Buyer in the course of their dealings with one another shall have the respective meaning specified for each of those terms by the International Rules for the Interpretation of Trade Terms ("ICC Incoterms", International Chamber of Commerce Publication No.560 (2000 ed.)) and, except as may be otherwise provided in this PO, Seller and Buyer shall have the rights and obligations specified for a seller and a buyer, respectively, in accordance with such applicable term. All freight forwarder(s) shall be deemed the agents of Buyer. Buyer releases and discharges Seller from any and all liability arising out of or attributable to any damage or loss that may occur during shipment between the Point of Delivery and Buyer's Destination, even if attributable, in whole or in part, to the negligence of Seller. If Buyer and/or its freight forwarder(s) fails or refuses to take delivery on the specified date(s) and at the specified time(s), as designated by Seller, Buyer shall reimburse Seller for all damages, cost of storing such materials and transporting the materials to a storage facility and will assume all risk of any and all damages or deterioration to the materials while in storage, including, but not limited to, cost of repainting. Seller expressly reserves the right, in its sole discretion, to divide this PO into separate shipments. Seller will not be responsible for spotting, switching, drayage, taxes, demurrage, or other transportation charges. No Metal Building System in the possession of Seller shall be deemed to be identified to any contract between Buyer and Seller and title shall remain with Seller as to all materials and goods until shipped from Seller's facilities. Buyer waives any rights to such goods and agrees not to assert any claim for replevin or similar claim to obtain possession of the Metal Building System.

4. Buyer agrees that it will inspect the goods and/or materials reflected in this PO immediately upon delivery. Seller shall not be liable for any claim of shortage of goods or materials or any claim that the same are defective or nonconforming in any respect unless notified of such claim by Buyer in writing within 7 days after delivery of the applicable materials to the Point of Delivery. Buyer must provide written notification to Seller of the rejection, the basis of the alleged non-conformity of the goods or materials, and the description of that portion of the shipment being rejected within the time frame referenced above (which the parties agree and stipulate is a reasonable time). Failure to furnish timely written notice will irrevocably bar a claim of shortage, defective and/or non-conforming materials and/or any attempted rejection or non-acceptance of materials. On receipt of notification of rejection, Seller may, in its sole discretion, either accept the claim, arrange to receive back the goods or materials for shipment and return or have an agent inspect the same for defects and non-conformities. In the event that Seller's accepts the claim or that such materials are determined to be nonconforming, Seller will ship conforming goods within approximately thirty (30) days of the notice of rejection, unless Buyer notifies Seller in writing to forego such shipment. In consideration of the foregoing limitations, Buyer and/or its designated agent shall have the right to visit Seller's manufacturing facilities, at anytime upon reasonable advance notice, for the purposes of observing Seller's manufacturing, packing and loading processes applicable to the Metal Building Systems.

5. All orders shall be pre-paid in full by Buyer via wire-transfer as directed by Seller's Credit Department. Any and all other payment terms shall be established in the sole and absolute discretion of Seller's Credit Department. Payments under this PO and any other payments due to Seller (and/or its related and affiliated entities) by Buyer under any other PO shall be paid, in U.S. dollars (free and clear of any tax or other deduction), to Seller at its corporate office in Houston, Harris County, Texas or such other place as directed by Seller in writing. Unless specifically enumerated, the price(s) and/or amount(s) reflected on the PO do not include the cost of performance bonds, payment bonds, or any federal, state or local taxes (whether foreign or domestic) including, but not limited to, excise, privilege, occupation, ad valorem, value added, use, or sales taxes. Any of these items or amounts that Seller may be required to pay or collect under existing or future laws, including, without limitation, taxes payable upon or with respect to the sale, purchase, delivery, storage, processing, use, turnover, consumption or transportation of any of the Metal Building System and materials covered hereby, shall be for the account of Buyer and shall, regardless of whether or not they are included on Seller's invoice(s) to Buyer, be due and payable by Buyer in accordance with the terms and conditions provided herein. Seller reserves the right, notwithstanding any other agreement to the contrary, prior to making any shipment, to require from Buyer satisfactory security for the payment of all taxes, costs and charges payable by Buyer under this PO and all of Buyer's other financial obligations to Seller and its related entities under this or any other agreement. If Buyer fails to fulfill the terms of payment applicable hereto, Seller may defer further shipments, or in its sole discretion, cancel the unshipped balance of any unfilled orders. If Buyer is in default of this PO or any agreement with Seller and/or Seller's affiliates or subsidiaries, Seller shall have the right, in addition to all other rights stated herein, as well as at law or in equity, to withhold delivery and demand adequate assurances of Buyer's ability to perform Buyer's obligations (including, without limitation, all financial obligations). Buyer specifically agrees with Seller that any invoiced sum that has not been paid by Buyer within thirty (30) days from the date of invoice shall bear interest at a rate equal to the maximum non-usurious rate for which Seller and Buyer could lawfully contract with respect to such payment under the applicable laws of the State of Texas. However, Seller reserves the right to charge a lower rate of interest from time to time, in its sole discretion. Additionally, if an invoice becomes past due, is placed in the hands of an attorney for collection or if this PO is relevant to any other dispute(s) between the parties, in addition to any other claims, defenses, amounts and/or damages asserted or recovered by Seller, Buyer agrees to pay Seller any and all reasonable and necessary attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, costs and any other charges. In addition to any right of setoff or recoupment permitted by law, Seller shall have the right at any time to setoff or recoup any amount owing from Buyer to Seller or any of Seller's subsidiaries, divisions, or affiliates against any amount due and owing from Seller or any of its affiliates, divisions, or subsidiaries to Buyer. Seller may cancel this PO by giving written notice to the Buyer not less than 3 days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby, including, but not limited to, Seller's expenses of order processing, engineering, detailing, purchase of material, fabrication and applicable incidental and lost profits damages.

6. LIMITATIONS OF WARRANTIES AND DAMAGES –SELLER MAKES NO EXPRESS WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE METAL BUILDING SYSTEM AND ANY AND ALL IMPLIED WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF DAMAGES –NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, WHETHER UNDER THIS AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE. ACCORDINGLY, BUYER AGREES TO ASSUME THE RESPONSIBILITY FOR INSURING AGAINST OR OTHERWISE BEARING THE RISK OF ANY AND ALL DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DELAY, COST OF COVER OR BACK-CHARGE DAMAGES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR-LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING EQUIPMENT AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF BUYER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE, CONCURRENT, OR CONTRIBUTING CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. UNDER NO CIRCUMSTANCES SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER, OWNER(S) OR ANY THIRD PARTY, IN ANY RESPECT FOR, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, WARRANTIES AND REPRESENTATIONS REGARDING, PAST, PRESENT OR FUTURE WATER LEAKS OR MOISTURE INTRUSIONS, DAMAGES TO THE SUBJECT BUILDING(S) OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING CLAIMS PERTAINING TO MOLD, MILDEW AND/OR FUNGI, OR THE INTERRUPTION IN THE USE OF THE SUBJECT BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE RESPONSIBLE OR LIABLE TO BUYER, OWNER(S) OR ANY THIRD PARTY, IN ANY RESPECT FOR, AND SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS OR SUITABLE ENDORSEMENTS PERTAINING TO, ANY INTENDED OR INCIDENTAL USE, BENEFIT OR TANGENTIAL CONSEQUENCE OF THE SUBJECT BUILDING OR ANY PORTION OR COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY ABSORPTION, IMBIBITION, INGESTION, INHALATION, OR OTHER INTAKE OR EXPOSURE TO THE PRODUCTS, THE PAINT AND/OR FINISH COAT(S) APPLIED THERETO OR THEREON AND ANY DUST, FLAKE(S) OR PARTICLE(S) THEREFROM, BY ANY AND ALL POSSIBLE MEANS, INCLUDING, BUT NOT LIMITED TO, THE COLLECTION, POOLING OR CISTERN CHANNELING AND/OR STORAGE OF RAIN OR WATER RUNOFF THEREFROM, WHETHER OTHERWISE POTABLE AND/OR PALATABLE OR NOT. BUYER ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS TO BE PROVIDED BY SELLER IN THIS PO REFLECTS THE INTENT OF THE PARTIES TO LIMIT SELLER'S LIABILITY AS PROVIDED HEREIN. ANY ACTION, CLAIM OR PROCEEDING RELATING TO THIS PO OR THE TRANSACTIONS CONTEMPLATED BY THIS PO, MUST BE BROUGHT WITHIN 2 YEARS AND 1 DAY FOLLOWING THE ACTION OR EVENT GIVING RISE TO SUCH ACTION, CLAIM OR PROCEEDING. BUYER AGREES TO USE ITS COMMERCIAL BEST EFFORTS TO MITIGATE ANY DAMAGES SUSTAINED BY BUYER, OWNER(S) OR ANY THIRD PARTIES PURSUANT TO OR IN CONNECTION WITH THIS PO. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF WARRANTIES AND/OR THE DISCLAIMER AND/OR LIMITATION OF DAMAGES WILL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE

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DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE DISCLAIMERS OR LIMITATIONS SET FORTH HEREIN MAY NOT FULLY APPLY TO BUYER. TO THE EXTENT THAT THE DISCLAIMERS AND/OR LIMITATIONS SET FORTH HEREIN ARE NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, BUYER MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. Buyer acknowledges its responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all loads to be encountered, including, but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems and compliance with the requirements of all governing code bodies, statutory and regulatory agencies. The parties acknowledge that it is not unconscionable under the commercial circumstances of this PO to limit the award of consequential damages as contemplated by this PO. All responsibility of Seller for the Metal Building System ceases upon delivery thereof by Seller to a common carrier at the Point of Delivery for shipment to Buyer. All claims against the carrier for damage to or loss of any of the Metal Building System shall be made solely by Buyer. Buyer hereby agrees and stipulates that Seller's schedule is approximate only.

7. FORCE MAJEURE--Under no circumstances shall Seller be liable in any way to Buyer, building owner and/or any other party for any delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; strike; embargo; explosion; power surge or failure; acts of God; war; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's reasonable control, whether or not similar or relating to the foregoing. FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A SCHEDULED PRICE INCREASE(S) FROM ANY OF ITS STEEL SUPPLIERS SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE(S) IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE. MOREOVER, BUYER AGREES AND STIPULATES THAT IT SHALL PAY TO SELLER ANY AND ALL SURCHARGES, INCLUDING, BUT NOT LIMITED TO, FUEL SURCHARGES, THAT SELLER MAY PUT INTO EFFECT PRIOR TO DELIVERY OF ALL MATERIALS COVERED BY THIS PO.

8. JURISDICTION, MANDATORY VENUE AND WAIVER OF JURY TRIAL - Except where this PO expressly provides otherwise, the terms of this PO shall be governed in their interpretation by the section titled "Common Industry Practices" from the Low Rise Building System Manual, latest edition, published by the Metal Building Manufacturers Association. In the event that this Manual has no provision, which applies to the subject matter of any dispute over the interpretation of any term or provision of this PO, the interpretation of such term or provision shall be governed by and construed in accordance with the laws of the State of Texas. Further, Buyer acknowledges, stipulates and agrees that this PO was executed, accepted and is to be performed in Harris County, Texas. Buyer acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall only be asserted and/or submitted to a court in Houston, Harris County, Texas and that mandatory venue and jurisdiction for any legal action arising from this PO and/or relating to this PO is only in a court located in Harris County, Texas, (ii) Buyer irrevocably submits itself to the exclusive jurisdiction of the state and federal courts in Houston, Harris County, Texas, (iii) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this PO brought in any such court, and (iv) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum. **FURTHER, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES NOT TO ELECT AND EXPRESSLY WAIVES A TRIAL BY JURY WITH RESPECT TO THIS PO AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH.** The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of Seller to enter into a business relationship with Buyer, and that Seller has already relied on these waivers in entering into this PO. Buyer warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

9. ASSUMPTION OF RISK AND INDEMNITY--BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER(S), AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS PO BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS BASED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OR FAULT OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF. BUYER FURTHER AGREES, WARRANTS AND ACKNOWLEDGES THAT IT IS AWARE THAT SELLER MUST INDEMNIFY AND HOLD HARMLESS BUYER AGAINST LOSS, INCLUDING ALL COURT COSTS AND OTHER REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, AND ANY REASONABLE DAMAGES, ARISING OUT OF A PRODUCTS LIABILITY ACTION, EXCEPT FOR ANY LOSS CAUSED BY BUYER'S NEGLIGENCE, INTENTIONAL CONDUCT OR OTHER ACT OR OMISSION, SUCH AS NEGLIGENTLY MODIFYING OR ALTERING THE PRODUCT, FOR WHICH BUYER IS INDEPENDENTLY LIABLE, AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, AND BUYER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES, DISCLAIMS, RELINQUISHES AND FOREVER RELEASES SELLER FROM ANY AND ALL OF ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY LOSS ARISING OUT OF A PRODUCTS LIABILITY ACTION AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

10. Buyer will, at its sole expense, maintain insurance during the performance of the services covered by this PO and thereafter, including General Liability Insurance with sufficient policy amounts, covering Seller with respect to any involvement in the performance and/or services covered by this PO. This insurance will include products liability and completed operations liability coverages, which will extend for three (3) years after the completion of the services. Contractor agrees to name Seller as an additional named insured with respect to the coverages required to be maintained by this PO and to provide Seller with a conformed Additional Named Insured Endorsement setting forth the coverages required by this PO. Contractor agrees that its insurance coverages as required by this PO shall be primary to and not concurrent with any insurance coverages maintained by Seller and that any such coverages maintained by Seller shall in no way be implicated unless and until all available coverages required by this PO shall have been fully exhausted. In addition, Buyer hereby waives any and all rights of subrogation as against Seller. Buyer also agrees that it shall provide Seller with Waivers of Subrogation by endorsement on its insurance policies with respect to the insurance coverages described herein.

11. WAIVER OF CONSUMER RIGHTS--SELLER AND BUYER WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND, AFTER THAT CONSULTATION, VOLUNTARILY CONSENTS TO THIS WAIVER. The waiver set forth herein shall expressly survive the termination of this PO and the transactions contemplated herein. Each of Seller and Buyer has waived its rights pursuant to the Deceptive Trade Practices-Consumer Protection Act without duress or coercion and fully acknowledges and understands the effect of the waiver.

12. COMPLIANCE WITH U.S. EXPORT LAWS--BUYER REPRESENTS AND WARRANTS THAT IT: (1) IS FAMILIAR WITH, IS IN AND WILL MAINTAIN COMPLIANCE WITH THE TRADING WITH THE ENEMY ACT, 50 U.S.C. 4301-4341, THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT, 50 U.S.C. 1701-08, THE UNITED NATIONS PARTICIPATION ACT, 22 U.S.C. 287C, THE ANTITERRORISM AND EFFECTIVE DEATH PENALTY ACT (18 U.S.C. 2332D, AND 18 U.S.C. 2339B), THE CUBAN DEMOCRACY ACT, 22 U.S.C. 6001-10, THE CUBAN LIBERTY AND DEMOCRATIC SOLIDARITY ACT, 22 U.S.C. 6021-91, THE EXPORT ADMINISTRATION ACT, 50 U.S.C.4601-4623, THE EXPORT ADMINISTRATION REGULATIONS, 15 C.F.R. PARTS 730-74, AND THE VARIOUS ECONOMIC SANCTIONS PROGRAMS ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. TREASURY DEPARTMENT (COLLECTIVELY, "U.S. FOREIGN ASSETS CONTROL REGIME"); (2) IS NOT UNDER INVESTIGATION OR BEING PROSECUTED AND HAS NOT BEEN UNDER INVESTIGATION OR BEEN PROSECUTED BY ANY DEPARTMENT OR AGENCY OF THE UNITED STATES FOR ALLEGED VIOLATION OF THE U.S. FOREIGN ASSETS CONTROL REGIME; AND (3) WILL PROVIDE WRITTEN NOTICE TO SELLER IMMEDIATELY UPON RECEIVING NOTIFICATION OF ANY INVESTIGATION OR PROSECUTION CONCERNING BUYER WITH RESPECT TO THE U.S. FOREIGN ASSETS CONTROL REGIME OR UPON THE OCCURRENCE OF A TRANSACTION OR OTHER EVENT THAT MAY LEAD TO A VIOLATION OF THE U.S. FOREIGN ASSETS CONTROL REGIME. BUYER FURTHER REPRESENTS AND WARRANTS THAT IT: (1) IS FAMILIAR WITH, IS IN AND WILL MAINTAIN COMPLIANCE WITH THE EXPORT ADMINISTRATION ACT, 50 U.S.C. 4601-4623, 15 C.F.R. PARTS 760 (RESTRICTIVE TRADE PRACTICES OR BOYCOTTS), 762 (RECORDKEEPING), 764 (ENFORCEMENT AND PROTECTIVE MEASURES) AND 766 (ADMINISTRATIVE ENFORCEMENT PROCEEDINGS), 26 U.S.C. §999 (INTERNAL REVENUE CODE, INTERNATIONAL BOYCOTT DETERMINATIONS) AND 26 C.F.R. §7.999-1 (TREASURY REGULATIONS, COMPUTATION OF THE INTERNATIONAL BOYCOTT FACTOR), EACH AS CURRENTLY IN EFFECT AND AS MAY BE HEREINAFTER AMENDED, SUPPLEMENTED OR EXPANDED WITH RESPECT TO THE SUBJECT MATTER THEREOF (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "U.S. ANTIBOYCOTT REGIME"); (2) IS NOT UNDER INVESTIGATION OR BEING PROSECUTED AND HAS NOT BEEN UNDER INVESTIGATION OR BEEN PROSECUTED BY ANY DEPARTMENT OR AGENCY OF THE UNITED STATES FOR ALLEGED VIOLATION OF THE U.S. ANTIBOYCOTT REGIME; AND (3) WILL PROVIDE WRITTEN NOTICE TO SELLER IMMEDIATELY UPON RECEIVING NOTIFICATION OF ANY INVESTIGATION OR PROSECUTION CONCERNING BUYER WITH RESPECT TO THE U.S. ANTIBOYCOTT REGIME OR UPON THE OCCURRENCE OF A TRANSACTION OR OTHER EVENT THAT MAY LEAD TO A VIOLATION OF THE U.S. ANTIBOYCOTT REGIME. BUYER FURTHER REPRESENTS AND WARRANTS THAT IT IS NOT LOCATED IN, IS NOT UNDER THE CONTROL OF, IS NOT A NATIONAL OR RESIDENT OF, AND IS NOT ACTING AS AN AGENT FOR OR ON BEHALF OF ANY COUNTRY TO WHICH THE UNITED STATES HAS PLACED AN EMBARGO, AND THAT IT IS NOT ON, OR ACTING AS AN AGENT FOR OR ON BEHALF OF A PERSON OR ENTITY ON, THE U.S. TREASURY DEPARTMENT'S SPECIALLY DESIGNATED NATIONALS LIST OR THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENY ORDERS.

13. CORRUPT PRACTICES--BUYER WARRANTS AND REPRESENTS TO SELLER THAT NEITHER BUYER NOR ANY OF BUYER'S AFFILIATES NOR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES HAS PERFORMED OR WILL PERFORM ANY OF THE FOLLOWING ACTS IN CONNECTION WITH THIS PO, ANY SALE MADE OR TO BE MADE HEREUNDER, ANY COMPENSATION PAID OR TO BE PAID HEREUNDER, ANY PAYMENT MADE OR TO BE MADE HEREUNDER, OR ANY OTHER TRANSACTIONS INVOLVING THE BUSINESS INTERESTS OF SELLER AND ITS AFFILIATES: PAY, OFFER OR PROMISE TO PAY, OR AUTHORIZE THE PAYMENT OF, ANY MONEY, OR GIVE OR PROMISE TO GIVE, OR AUTHORIZE THE GIVING OF, ANY SERVICES OR ANYTHING ELSE OF VALUE, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO ANY OFFICIAL OR EMPLOYEE OF ANY GOVERNMENTAL AUTHORITY OR INSTRUMENTALITY, OR OF A PUBLIC INTERNATIONAL ORGANIZATION, OR OF ANY AGENCY OR SUBDIVISION THEREOF, OR TO ANY POLITICAL PARTY OR OFFICIAL THEREOF OR TO ANY CANDIDATE FOR POLITICAL OFFICE FOR THE PURPOSE OF (A) INFLUENCING ANY ACT OR DECISION OF THAT PERSON IN HIS OFFICIAL CAPACITY, INCLUDING A DECISION TO FAIL TO PERFORM HIS OFFICIAL FUNCTIONS WITH SUCH GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR SUCH PUBLIC INTERNATIONAL ORGANIZATION OR SUCH POLITICAL PARTY, (B) INDUCING SUCH PERSON TO USE HIS INFLUENCE WITH SUCH GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR SUCH PUBLIC INTERNATIONAL ORGANIZATION OR SUCH POLITICAL PARTY TO AFFECT OR INFLUENCE ANY ACT OR DECISION THEREOF OR (C) SECURING ANY IMPROPER ADVANTAGE.

14. If any provision of this PO is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this PO shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this PO shall remain in full force and effect. The T&C of this PO are intended by the parties as a final expression of their agreement.