

GENERAL TRANSMISSION PRODUCTS LLC

TERMS AND CONDITIONS OF PURCHASE (SERVICES)

1. Purchase Order Terms. The attached purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions, statements of work, and other information, whether physically attached or incorporated by reference (collectively, the "Purchase Order"), shall constitute the entire and exclusive agreement between General Transmission Products LLC ("Purchaser") and the Seller identified in this Purchase Order ("Seller") for the sale by Seller and purchase by Purchaser of the services ("Services") and deliverables ("Products") specified in this Purchase Order or any statement of work ("SOW") issued by Seller under this Purchase Order and subsequent to the date of this Purchase Order. Purchaser's submission of this Purchase Order is conditioned on Seller's agreement that any terms different from or in addition to the terms of this Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance, or other written correspondence, irrespective of the timing, shall not form a part of the agreement, even if Seller purports to condition its acceptance of this Purchase Order on Purchaser's agreement to such different or additional terms.

2. Acceptance. Seller's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Seller's acceptance of this Purchase Order's terms only. This Purchase Order may be revoked by Purchaser at any time before Seller's acceptance. Except as otherwise provided herein, the terms and conditions of this Purchase Order may not be modified or amended without the Purchaser's written consent. No officer, employee, or other representative of Purchaser is authorized to make any oral contract of commitment for the purchase of services or materials or to modify or change the terms and conditions of this Purchase Order unless such modification or change is in writing and approved by Purchaser.

3. Place of Performance. Unless this Purchase Order specifies otherwise, Seller shall render performance of the Services at the location of Supplier's address set forth in this Purchase Order.

4. Duration. The term of this Purchase Order ("Term") begins on the effective date shown on the Purchase Order. If this Purchase Order is for performance of Services for a fixed duration, the Term shall expire after all Services are completed and Products are delivered. If this Purchase Order does not specify otherwise, the Term will continue for twelve (12) months after the Effective Date and will automatically renew for successive 12-month periods unless Purchaser provides Seller with a notice of non-renewal at least thirty (30) days before any such 12-month period expires.

5. Price. Prices for the Services and Products described in this Purchase Order are fixed as specified in this Purchase Order and shall constitute the total price for the Services and Products. Seller will be responsible for all income, social security, self-employment, payroll, and any other state, local, federal, or other taxes imposed by any governmental authority, provided that Purchaser may withhold such amounts as it determines may be required by law. Seller shall not be entitled to adjustments in the purchase price and shall not add charges of any type to an invoice without prior written consent from Purchaser, which consent would constitute an amendment to this Purchase Order. Prices may be subject to decreases if specified elsewhere in this Purchase Order. No charge for packaging, crating, or boxing will be allowed, unless specified on the face of this Purchase Order. Payments under this Purchase Order shall be payable at the later of the time specified in this Purchase Order or 60 days after receipt by Purchaser of Seller's invoice for the Services and/or Products.

6. Delivery. Time is of the essence in Seller's performance of its obligations under this Purchase Order, including performance of the Services and delivery of the Products. Seller will immediately notify Purchaser if Seller's timely performance under this Purchase Order is delayed or is likely to be delayed. Purchaser's acceptance of Seller's notice will not constitute Purchaser's waiver of any of Seller's obligations. Purchaser may reject any Services not rendered or Products not delivered on or before the date(s) specified in this Purchase Order. All Products shall be appropriately packed, marked, and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs as outlined by Purchaser's third-party logistics provider. Packing slips identifying order number, delivery schedule number, and part number must accompany each shipment. Seller shall mark Products, packaging, and packing as instructed by Purchaser and otherwise in accordance with applicable law and standards of the industry.

7. Changes. At any time, Purchaser may change (i) the scope of the Services; (ii) the quantity of Products; (iii) delivery dates; (iv) applicable drawings, designs, and specifications; (v) the method of shipment or packing; (vi) the place of delivery; or (vii) the location for Services to be performed. If any such change causes a change in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made, up or down, in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. Any claim by Seller for such an adjustment must be made within ten (10) days from the date of receipt of a written Purchase Order from

Purchaser directing such a suspension or change with sufficient supporting data to permit Purchaser's audit. Nothing in this clause, including any disagreement with Purchaser as to any equitable adjustment, shall excuse Seller from proceeding with this Purchase Order as changed. Information, advice, approvals, or instructions given by Purchaser's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Purchaser's and Seller's rights or obligations and shall not be actions within the meaning of this "Changes" clause.

8. Nonconforming Services or Products. Purchaser may reject any or all of the Services or Products not conforming to the applicable requirements following Seller's performance of the Services or delivery of the Products. Purchaser's payment to Seller for Services or Products before Purchaser's rejection of such Services or Products as non-conforming will not be deemed as acceptance by Purchaser. Purchaser may, at its option, require Seller to replace non-conforming Services or Products or accept non-conforming Services or Products conditioned on Seller providing a refund or credit in an amount Purchaser reasonably determines to represent the diminished value of the non-conforming Services or Products.

9. Representations and Warranties. Purchaser warrants and represents to Seller that it has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order. Seller represents and warrants that (i) it has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order; (ii) it has the right and unrestricted ability to assign the Services and Products to Purchaser including, without limitation, the right to assign any Services performed or Products supplied by Seller's personnel and subcontractors; (iii) the Services and Products, and Purchaser's use of the Services and Products, does not and will not infringe upon any third party's Intellectual Property (defined in Section 11, below), right of publicity or privacy, or any other proprietary or contractual rights; (iv) Seller will not disclose to Purchaser, bring onto Purchaser's premises, or induce Purchaser to use any confidential or proprietary information that belongs to anyone other than Purchaser or Seller that is not covered by a non-disclosure agreement between Purchaser and Seller; (v) the Services and Products conform to Purchaser's specifications, Seller's quotation or proposal, and Seller's sell sheets, brochures or catalogs, as applicable; (vi) Seller is aware of Buyer's intended use for the Services and Products and such Services and Products are fit and sufficient for the intended use; (vii) the work performed under this Purchase Order will reasonably represent the Seller's best efforts and will be of the highest professional standards and quality; and (viii) no Products contain or include components (a) containing PCB (polychlorinated biphenyls) chemical substances, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.

10. Confidential Information. Information, including, without limitation, technical, process, or economic information, that is furnished by Purchaser to Seller or that is derived from drawings, specifications, blueprints, or other documents or data furnished by Purchaser to Seller ("Confidential Information") shall be kept confidential by Seller and shall not be disclosed or used, directly or indirectly, for the benefit of Seller or any other third party except with Purchaser's prior written consent as required for performance of this Purchase Order. Purchaser shall retain all rights, title to, and interest in such Confidential Information, which shall be surrendered at the Purchaser's request or immediately upon this Purchase Order's termination. If Purchaser and Seller have entered into a Non-Disclosure Agreement ("NDA") that covers disclosure of Confidential Information under this Purchase Order, and if the term of the NDA expires before the expiration or termination of this Purchase Order, then the term of the NDA shall be automatically extended to match the term of this Purchase Order with respect to such Confidential Information.

11. Intellectual Property.

(a) For purposes of this Purchase Order, the term "Intellectual Property" shall mean patented and unpatented inventions, mask works, industrial designs, industrial models, works of authorship subject to copyright protection, trade secrets, technical data, know-how, and proprietary information. Purchaser shall own any Intellectual Property invented, authored, or developed by Seller in the performance of this Purchase Order, including, without limitation, any Intellectual Property mutually developed by the Seller and Purchaser under this Purchase Order. Seller hereby assigns, and agrees (i) to execute all documents necessary to assign to Purchaser and/or to perfect Purchaser's title in such Intellectual Property, including, without limitation, assignments of all right, title, and interest Seller may have in such Intellectual Property; (ii) to obligate Seller's employees and/or contractors involved in the invention or development of such Intellectual Property to execute all documents necessary to perfect Purchaser's title in such Intellectual Property, including, but not limited to, inventor's declarations and assignments of all right, title, and interest such employees may have in such Intellectual Property; and (iii) to obtain for Purchaser all such executed documents as set forth in section (ii) above. Seller shall retain title to any Intellectual Property invented, authored, or developed by Seller before the date of this Purchase Order that relates to the Products delivered or Services performed by Seller under this Purchase Order, and Seller hereby grants Purchaser a nonexclusive, royalty-free, irrevocable, worldwide right and license to use such Intellectual Property, with right to sublicense, and to make, have made, use, sell, offer for sale, and import into the United States (and all other countries in which Seller may have rights in such Intellectual Property) products, processes,

methods, services, or inventions incorporating or embodying such Intellectual Property, for the sole purpose of fulfilling Purchaser's requirements and responsibilities under its contracts relating to this Purchase Order, including any repair, modification or spare parts obligations. Purchaser hereby grants Seller a nonexclusive, royalty-free, irrevocable, worldwide right and license to use Intellectual Property invented, authored, or developed by Seller in the performance of this Purchase Order, and to make, have made, use, sell, offer for sale, or import into the United States (and all other counties in which Seller may have rights in such Intellectual Property) products, processes, methods, services, or inventions incorporating or embodying such Intellectual Property, for the sole purpose of fulfilling Seller's requirements and responsibilities under this Order.

(b) Any work of authorship created by Seller or its employees which is ordered or commissioned by Purchaser, or is a necessary part of the performance of Seller under this Purchase Order, will be considered a work made for hire and all copyrights for such work shall belong to Purchaser. To the extent that any such work or authorship does not qualify as a work made for hire, Seller hereby assigns and agrees to assign all right, title and interest in all copyrights and moral rights in such work or authorship to Purchaser. Further, Seller confirms that it has obtained or will obtain from each and every individual working for Seller a waiver in favor of Purchaser, any and all moral rights (or *droit moral*) arising under any statute or at common law that such individual, as author of any work of authorship, has with respect to any copyrighted or copyrightable portion of such work prepared by such individual including, without limitation, the right to attribution of authorship, the right to restrain any distortion, mutilation or other modification of such work, and the right to prohibit any use of such work in association with a product, service, cause or institution that might be prejudicial to such individual's honor or reputation.

(c) If this Purchase Order is terminated by Seller or Purchaser pursuant to Section 12 (other than by Seller for Purchaser's material uncured breach), Seller grants to Purchaser a nonexclusive, royalty-free, irrevocable, worldwide right and license to use Seller's Intellectual Property, subject to Section 10, to obtain from alternate sources Products and Services similar to the Products and Services for use in vehicles, assemblies or component parts covered by the terminated Purchase Order and for the balance of the contract term at the termination effective date. There will be no fee for this license if this Purchase Order is terminated other than by Seller for Purchaser's material uncured breach under Section 12(c). Otherwise, the parties will negotiate a reasonable fee for use of Seller's Intellectual Property.

(d) No third party software or open source software shall be included as part of any Product, without advance disclosure by Seller and the prior written consent of Purchaser, which may be withheld as Purchaser sees fit. Seller's disclosure shall identify the source, function and intended use of the proposed third party software or open source software, and provide accurate copies of any and all applicable license agreements, use restrictions, attribution requirements or the like. The ownership of derivative works of approved third party software or open source software created by Seller in connection with the Services or Products shall, as between the parties, be owned by Purchaser.

(e) Seller warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, methods, processes, devices, material, software, and Intellectual Property rights furnished or licensed hereunder which are not of Purchaser's design, composition, invention, authorship or manufacture shall be free and clear of infringement of any valid patent, copyright, trademark or other proprietary rights. Seller shall indemnify and save Purchaser and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) growing out of claims, suits, or actions alleging such infringement, including proceedings under 28 USC § 1498, which claims, suits, or actions Seller agrees to defend. Purchaser agrees to give Seller notice of any such suit or action promptly after notice is received by Purchaser and Seller agrees to conduct, at its own expense, the entire defense thereof; provided, however, that Purchaser may, at its own election and expense, at any time supersede Seller in any such defense in which event Seller shall thereby be released from its obligation under this paragraph with respect to the particular suit or action involved.

(f) If this Order is placed under a United States Government Prime Contract or subcontract, the indemnification set forth above shall extend to the United States of America only if and to the extent that the United States of America is or may be indemnified by Purchaser.

(g) Seller may replace or modify infringing Products with comparable goods acceptable to Purchaser of substantially the same form, fit, and function so as to remove the source of infringement, and shall extend this provision to such comparable goods. If the use or sale of any of the above items is enjoined as a result of such claim, suit, or action, Seller, at no expense to Purchaser, shall obtain for Purchaser and Purchaser's customers the right to use and sell the items.

12. Termination.

(a) Purchaser may terminate this Purchase Order at any time, for no reason or for any reason, upon fifteen (15) days' written notice to Seller. Upon receipt of notice of such termination, Seller shall submit to Purchaser a comprehensive termination claim, with sufficient supporting data to permit Purchaser's audit, and shall thereafter promptly furnish such supplemental and supporting information as Purchaser shall request. Purchaser, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to Seller's termination claim. Purchaser shall pay Seller for all Services performed and accepted through the effective date of the termination, provided that (i) in Purchaser's sole and reasonable discretion, such Services are adequately documented in Seller's termination claim, and (ii) Purchaser will not be obligated to pay any more than the payment that would have become due had Seller completed and Purchaser had accepted the Products and Services. Purchaser will have no further payment obligation in connection with any termination. Seller's obligations under the warranty, intellectual property, and Confidential Information clauses of this Purchase Order shall survive any termination for convenience.

(b) Purchaser may forthwith terminate the contract resulting from the acceptance of this Purchase Order without liability to Seller in the event of the occurrence of any of the following or any comparable event: (a) Seller's insolvency; (b) Seller's inability to promptly provide Purchaser with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under this Purchase Order; (c) Seller's filing of a voluntary petition in bankruptcy; (d) the filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; (e) the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; (f) Seller's execution of an assignment for the benefit of creditors; or (g) a change in ownership representing twenty (20%) percent or more of the equity or other ownership interests of Seller. Purchaser's exercise of the right of termination reserved in this paragraph shall neither impose any liability upon Purchaser by reason of the termination nor have the effect of waiving damages to which Purchaser might otherwise be entitled.

(c) Either party may terminate this Purchase Order immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach.

(d) Any obligations or duties that, by their nature, extend beyond the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order.

13. Remedies. The rights and remedies reserved to Purchaser in this Purchase Order shall be cumulative, and in addition to all other or further remedies provided in law or equity. Without limiting the foregoing, should any Products fail to conform to the warranties set forth above or if the materials contained within the Products are alleged to or are determined to cause injury to third parties, Purchaser shall notify Seller and Seller shall, if requested by Purchaser, reimburse Purchaser for any incidental, special, and consequential damages caused by such nonconforming Products, including, but not limited to, costs (including all attorney's or other professional fees), expenses, and losses incurred by Purchaser in (a) inspecting, sorting, containing, repairing, or replacing such nonconforming Products, (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming Products. If requested by Purchaser, Seller will enter into a separate agreement for the administration or processing of charge backs for nonconforming Products. In addition, Seller shall reimburse Purchaser for all liability, claims, demands, or expenses (including attorney's or other professional fees) arising from or relating to Seller's breach or anticipatory repudiation of this Purchase Order, a request or demand by Seller to modify or change the terms of this agreement, or legal proceedings involving Seller that in the reasonable judgment of Purchaser may impact upon Seller's continued or future performance under this contract. In the event this contract is issued or renewed after Seller becomes a debtor in bankruptcy, Purchaser shall be entitled to all of its attorney's or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

14. LIABILITY LIMITATION. NOTWITHSTANDING ANYTHING ELSE IN THIS PURCHASE ORDER OR OTHERWISE, PURCHASER WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT PURCHASER PAID TO SELLER UNDER THIS PURCHASE ORDER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL PURCHASER BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THIS PURCHASE ORDER LIMITS EITHER PARTY'S

LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

15. Indemnification.

(a) Seller shall indemnify, defend, and hold harmless Purchaser from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused by Seller or Seller's agents or employees; provided, however, that Seller shall not be liable for claims and actions caused by Purchaser's sole negligence.

(b) Purchaser shall indemnify, defend, and hold harmless Seller from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused by Purchaser or Purchaser's agents or employees; provided, however, that Purchaser shall not be liable for claims and actions caused by Seller's sole negligence.

16. Governing Law. This Purchase Order is to be construed according to the laws of the state of Indiana, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Purchaser against Seller may be brought by Purchaser in any court(s) having jurisdiction over Seller or, at Purchaser's option, in the court(s) having jurisdiction over Purchaser or Purchaser's location as shown by the address of Purchaser on the face of this Purchase Order, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures in that jurisdiction. Any acts or proceedings by Seller against Purchaser may be brought by Seller only in the court(s) having jurisdiction over the location of Purchaser from which this Purchase Order is issued.

17. Compliance. Seller shall comply with all reasonable business conduct, regulatory, and health and safety guidelines or regulations established by Purchaser, and will comply with all applicable federal, state, and local laws, regulations, and codes in the performance of this Purchase Order, including but not limited to all export control laws and regulations. With respect to any information disclosed pursuant to this Agreement, each party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C. F. R. Parts 120 et seq.; and the Export Administration Act, 50 U.S.C. App. 2401-2420 as extended by Executive Order 13222), including the Export Administration Regulations, 15 C.F.R. Parts 730-774; including the requirement for obtaining any export license or agreement, if applicable. Seller indemnifies and holds Purchaser harmless from and against any liability claims, demands, or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with this Section 17.

18. Recall and Other Field-Service Actions. If Purchaser, on its own initiative or pursuant to a government mandate, makes a recall or other field-service action or customer recall campaign (a "Recall"), Seller shall be liable to Purchaser for all damages related to such Recall to the extent the Recall arises in any way from a defective Product or Seller's breach of any provision set forth in this Purchase Order.

19. Setoff. In addition to any right of setoff or recoupment provided by applicable law, all amounts due Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Purchaser and its affiliates/subsidiaries; and Purchaser may deduct any amounts due or to become due from Seller and its affiliates/subsidiaries to Purchaser and its affiliates/subsidiaries from any sums due or to become due from Purchaser and its affiliates/subsidiaries. If an obligation of Seller is disputed, contingent, or unliquidated, Purchaser may defer payment of all or any portion of an amount due until such dispute or contingency is resolved or the obligation is liquidated. In the event of Seller's bankruptcy, if all of the orders (including this Purchase Order) between Purchaser and Seller have not been assumed (under applicable bankruptcy law), then Purchaser may withhold payment to Seller for Services previously rendered or Products previously delivered (via administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

20. Non-Solicitation. Purchaser will not solicit and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value or compensation), of any kind that is provided directly or indirectly to any employee of Purchaser for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Purchaser's employees to the Director of Supply-Chain Management.

21. Third-Party Beneficiary. Seller agrees that Purchaser is an intended third-party beneficiary of any contracts between Seller and its suppliers relating to the Services or Products, with the right to enforce such contracts.

22. Independent Contractor. All Services will be rendered by Seller as an independent contractor and this Purchase Order does not create an employer-employee relationship between Purchaser and Seller. Seller shall have no rights to receive any employee benefits, such as health and accident insurance, sick leave, or vacation that are accorded to the Purchaser's employees. Seller shall not represent itself, in any way, to be an employee, partner, joint venture, agent, or officer with or of Purchaser. Seller shall make no commitments on behalf of Purchaser without Purchaser's specific prior written authorization. Seller further agrees to indemnify and hold Purchaser harmless from any and all injury, loss, or damage suffered by virtue of any such unauthorized commitment.

23. Notices. Any notice to be given under this Purchase Order will be in writing and addressed to the party at the address stated in the front of this Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

24. Non-Assignment. Seller may not assign or delegate its obligations under this Purchase Order without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole discretion.

25. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Purchase Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Purchase Order constitute a waiver of any succeeding breach of the same or any other provision. To be effective, any waiver by Purchaser of any provision of this Purchase Order must be in writing signed by Purchaser.

26. No Modification. Except as otherwise provided in this Purchase Order, this Purchase Order may be changed only by a writing signed by both parties.

27. Severability. If any term of this Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order of rule, and the remaining provisions of this Purchase Order shall remain in full force and effect.

28. No Advertising. Seller shall not, without first obtaining the written consent of Purchaser, in any manner advertise or publish the fact that Seller has contracted to furnish Purchaser the Services or Products, or use any trademarks or trade names of Purchaser in Seller's advertising or promotional materials.

29. No Jury Trial. PURCHASER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF PURCHASER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY THE OTHER PARTY ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY PURCHASE ORDER.

30. Entire Agreement. This Purchase Order contains the entire agreement of the parties relating to the subject matter hereof, and the parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. No modification of this Purchase Order shall be valid unless made in writing and signed by the parties hereto. This Purchase Order supersedes any and all prior agreements whether written or oral.