

**THRYV CANADA LTD  
PURCHASE ORDER TERMS AND CONDITIONS**

**Last Updated November 2022**

**ACCEPTANCE OF PRODUCTS AND SERVICES** - Supplier shall provide products and services in accordance with instructions, specifications and requirements specified in the Terms ("Specifications"). Company shall have the right to inspect and test products provided hereunder. Company will accept or give notice of rejection of products and services delivered under this Order within a reasonable time after receipt.

**ACCESS** - Where appropriate, Supplier shall have reasonable access to Company's premises during normal business hours and at such other times as may be agreed to by Company in order for Supplier to perform its obligations under this Order. Supplier shall coordinate access with Company's designated representative prior to visiting such premises. While on Company's premises, Supplier, its subcontractors, and representatives will comply with all of Company's work rules and standards for security, including, where required by governmental regulations, submission of satisfactory clearance from all relevant and appropriate federal, state and local authorities. Company may require Supplier's employees, Supplier's subcontractors, and Supplier's representatives who provide services on Company's premises to exhibit identification credentials, which Company may issue, to gain access to Company's premises. Supplier agrees to comply with Company's corporate policy requiring Supplier, its subcontractors and representatives to exhibit their Company-issued photo identification when on Company's premises. If for any reason, an employee of Supplier, its subcontractor, or its representative is no longer performing services, Supplier shall immediately inform Company and promptly deliver to Company such employee's, subcontractor's, or representative's identification credentials issued by Company. If Company requests Supplier, its subcontractor, or representative to discontinue furnishing any person who performs services on Company's premises, Supplier shall immediately comply with such request. Such person shall leave Company's premises immediately and Supplier shall not furnish such person again to perform services on Company's premises without Company's written consent.

**ASSIGNMENT** - Supplier shall not assign its rights or interests or delegate its duties under this Order or otherwise contract, subcontract or delegate the performance of its obligations under this Order to any third party without Company's prior written consent in each instance. Any attempted assignment without such prior consent will be voidable at the sole and absolute discretion of Company. Company may assign its rights, interests and obligations under this Order.

**ATTORNEYS' FEES** - Unless contrary to local Laws, if either party commences an action against the other relating to this Order including, but not limited to, for failure to abide by any of the terms of this Order, the prevailing party in such action will be entitled to recover all costs including, but not limited to, reasonable attorneys' fees associated with the action. Such relief is in addition to any other relief which may be awarded to the prevailing party.

**BACKGROUND CHECKS** - Unless prohibited under local Laws, Supplier shall conduct third party background checks on each Supplier employee and subcontractor who will or who are anticipated to be (i) coming into contact with Confidential Information (as defined in the Confidential Information Section herein), (ii) coming into contact with Company's personnel or customers, or (iii) assigned to Company's facilities (a "Verifiable Person") prior to such contact or assignment. Background checks will include the verifications identified below.

(1) Employment Records Verification: verification of employment with the Verifiable Person's previous three (3) employers or all of personnel's employers over the past three (3) years of employment. When employment history cannot be verified by Supplier, Company reserves the right to disapprove any such Verifiable Person.

(2) Criminal Records Verification: criminal records check for any history of felony or misdemeanor convictions for the prior seven (7) years.

(3) Drug Screening Verification: drug screening test.

(4) Motor Vehicle Records Verification: state and motor vehicle records checking the past three (3) years for any Verifiable Person that will be driving a vehicle in the performance of Supplier obligations under this Order.

Supplier agrees that no Verifiable Person convicted of a felony will be permitted to provide services or assist with the provision of services without Company's written consent. Supplier shall deliver to Company all information obtained from each background check upon request. If Supplier fails to comply with this Background Check section, Company shall have the right to immediately terminate this Order upon written notice to Supplier. Company reserves the right, in its sole discretion, to disapprove of any Verifiable Person designated to work at a Company's location for any reason and to require that any such person be replaced.

**BINDING EFFECT** - This Order will be binding on and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

**CHANGES** - Company may at any time, by written order, make changes within the general scope of this Order, including but not limited to (1) specifications of any products to be specifically manufactured for Company; (2) methods of shipment or packing; (3) places of delivery; (4) schedule of delivery; and (5) reductions, increases or cancellation of quantities ordered. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of work required to fulfill the requirements of this Order, an equitable adjustment shall be made in the price, delivery schedule or both and in such other provisions of this Order as may be affected. Any claim by Supplier for adjustment under this Section shall be deemed waived unless asserted in writing within ten (10) days of receipt by Supplier of the notice of change.

**COMPANY** - The Thryv entity specified on the first page of this Order.

**COMPANY FURNISHED PROPERTY** - Supplier will keep segregated, and clearly marked, all property furnished by Company and all property to which Company acquires title by virtue of this Order and will maintain a complete inventory thereof. Supplier assumes all risks of loss or damage to such property which is in Supplier's custody or control. Upon termination or expiration of this Order, Supplier will deliver such property to Company in product's original condition, subject to ordinary wear-and-tear to the extent not incorporated in delivered items.

**COMPLIANCE WITH LAWS** - Supplier shall comply with all applicable federal, state, county and local statutes, laws, ordinances, regulations and codes ("Laws"), including the procurement of required permits, certificates, approvals, inspections and licenses, when needed, in performing services and providing products pursuant to this Order.

**CONFIDENTIAL INFORMATION** - Supplier acknowledges that Company owns or otherwise has a proprietary interest in certain information which is of a special, unique and/or non-public nature including, but not limited to, trade secrets, information relating to its customers, business plans, operations and affiliations, marketing information, personnel matters, computer software, computer identification numbers and passwords and other proprietary information (collectively, the "Confidential Information"). Confidential Information shall include this Order and any and all information provided by Company to Supplier which is marked as confidential, or which is provided under circumstances where Supplier should reasonably understand the confidential nature of the information. Supplier agrees that Company has disclosed, or may hereafter disclose to Supplier, either orally or in writing, Confidential Information incident to the performance of Supplier's obligations under this Order. Supplier:

(1) may use Confidential Information only for the purposes of this Order and may not disclose, divulge, or make accessible to any person or

entity, for Supplier's own benefit or for the benefit of any third party, or use directly or indirectly for Supplier's own benefit, any Confidential Information it may acquire or develop in connection with, or as a direct or indirect result of, its performance hereunder, without the prior written consent of Company's Information Security organization; (2) will protect Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case no less than a commercially reasonable degree of care; (3) may disclose the content or existence of Confidential Information only to persons authorized in writing by Company to receive same, and will take all reasonable steps necessary to prevent unauthorized parties from obtaining Confidential Information in Supplier's knowledge or possession. In the event of inadvertent disclosure of Confidential Information, Supplier will promptly notify Company and will take necessary steps to prevent further inadvertent disclosure. Supplier will permit Company to review Supplier's procedures and methods for protecting Confidential Information and comply with all of Company's requirements for security resulting from such review; (4) will not make, or permit to be made, copies, abstracts, or summaries of Confidential Information, Company reports, papers, or documents, except in performance of Supplier's obligations hereunder and for the sole use and benefit of Company; and (5) will restrict access to Confidential Information to employees and subcontractors on a need-to-know basis, and only in order to perform any services or analysis necessary to fulfill Supplier's obligations hereunder. Any such employees and subcontractors will be notified of the proprietary nature of the Confidential Information and must agree to maintain the confidentiality of such Confidential Information before Supplier may disclose it to them.

**COPYRIGHT** – Supplier hereby grants Company an irrevocable, royalty-free, non-exclusive license to use all copyrighted materials furnished in connection with this Order in the normal course of Company's business for the purpose for which the material is intended. Any and all ideas, recordings, documents, productions, and/or materials developed and produced by Supplier under the Terms of this Order with Company shall be the sole and exclusive property of Company as "work made for hire" and Company shall have the right to use them for any purpose without any additional compensation to Supplier. In the event work performed hereunder is for any reason not "work made for hire", Supplier hereby conveys and assigns to Company all right, title and interest in and to such work, and any copyright of any copyrightable work produced by Supplier's organization, or employees or subcontractors of Supplier in performance of services covered by this Order.

**CUMULATIVE REMEDIES** - Except as specifically identified as a party's sole remedy, any rights of termination, attorneys' fees, liquidated damages or other remedies prescribed in this Order are cumulative and are not exclusive of any other remedies to which the injured party may be entitled. Neither party will retain the benefit of inconsistent remedies.

**DATA AND PRIVACY** – Supplier must (i) comply, and assist Company to comply, with all applicable privacy Laws in relation to Personal Information, (ii) not do or omit to do anything that would cause Supplier or Company to breach or be taken to breach applicable privacy Laws, and (iii) collect, store, use, disclose or otherwise process Personal Information only as directed by Company and solely for the purposes of performing the services or delivering the products to Company. Supplier must (a) take all reasonable steps to ensure that Personal Information is protected against misuse, interference and loss, and from unauthorized access, modification or disclosure, and is up-to-date, complete and relevant, (b) not disclose any Personal Information to a person outside the United States without Company's prior written consent, and (c) ensure that any person to whom Personal Information is disclosed under these Terms does not do or omit to do anything which, if done or omitted to be done by Supplier, would constitute a breach of this clause. If Supplier becomes aware or suspects that it has breached its obligations under this Data and Privacy Section, including in the event of any unauthorized disclosure or loss of Personal Information, Supplier must: (1) immediately notify Company, (2) comply with Company's reasonable directions with respect to remedying that breach, and (3) not disclose to any third party (including any government agency) the existence or circumstances of the breach without Company's prior written approval. Company's assessment of the severity (including the risk of serious harm to persons whose Personal Information has or may have been disclosed) of a data breach or loss of data is conclusive. "Personal Information" means any information which are related to an identified or identifiable natural person. SUPPLIER WILL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY LOSS, COST, LIABILITY OR EXPENSE COMPANY SUFFERS AS A RESULT OF A BREACH BY SUPPLIER (OR ANY THIRD PARTY TO WHOM IT DISCLOSES PERSONAL INFORMATION) OF ITS OBLIGATIONS IN THIS SECTION.

**DELIVERIES** - Time is of the essence. Deliveries shall be made strictly in accordance with the delivery schedule defined in this Order and in the exact quantity ordered. No change in the scheduled delivery date or service performance date will be permitted without Company's written consent. No acceptance of products or services after their scheduled delivery or performance date will waive Company's rights with respect to such late delivery/performance.

**ENTIRE AGREEMENT**-This Order, including the terms and conditions on the first page of this Order and the terms and conditions of any agreement or other document referenced on the first page of this Order or attached to this Order constitutes the entire integrated agreement between Company and Supplier with respect to the subject matter of this Order. This agreement supersedes all prior written and oral communications, agreements and understandings of the parties, if any, with respect thereto. Except as provided in the Changes Section, this Order may only be modified or rescinded by writing signed by Supplier and Company.

**FORCE MAJEURE** - Neither party will be liable for delays due to accidents, acts of God, fire, strikes, embargo, acts of the government, acts or threats of terrorism, inability to secure products or transportation facilities or other similar causes beyond its reasonable control and that are not due to its act or failure to act (a "Force Majeure Event"). If a Force Majeure Event occurs, the party delayed will promptly give notice to the other party. Such other party may elect to: (i) suspend performance of this Order for the duration of the Force Majeure Event, buy or sell elsewhere products to be bought and sold under this Order and deduct from any commitment the quantity purchased or for which commitments have been made elsewhere; (ii) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (iii) cancel all or any part of the unperformed part of this Order or the part relating to products not already shipped. Unless written notice is given within thirty (30) days after the affected party is notified of the Force Majeure Event, item (ii) shall be deemed selected.

**GOVERNING LAW** - This Order and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Order shall be governed by and resolved exclusively in accordance with the laws of Ontario, without regards to any principles of conflicts of law which would permit or require application of the laws of another jurisdiction. Supplier specifically consents to the exclusive jurisdiction and venue of the federal and state district courts located in Toronto, Canada.

**IDENTIFICATION** – All invoices, packages, shipping notices, instruction manuals and other written documents affecting this Order shall contain the applicable Order number. Packing lists shall be enclosed in each box or package shipped pursuant to this Order, indicating the contents therein. Supplier shall remove any identification, trade names, trademarks, insignias, symbols, or evidence of inspection (if any) prior to any sale, use, or disposition of products rejected or not purchased by Company. This paragraph does not modify the USE OF INFORMATION paragraph.

**INDEMNIFICATION** – TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER WILL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY, ITS SUCCESSORS, ASSIGNS AND ITS AFFILIATES (INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS) FROM AND AGAINST ANY LOSSES, LIABILITIES, ACTIONS, DAMAGES, EXPENSES, COSTS, PENALTIES, FINES, FEES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY ANY OF THEM, THAT ARISE OUT OF,

RESULT FROM OR ARE CAUSED BY: (i) SUPPLIER'S BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS ORDER; (ii) SUPPLIER'S BREACH OF ANY OF ITS REPRESENTATIONS OR WARRANTIES IN THIS ORDER; (iii) SUPPLIER'S NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS ORDER; OR (iv) COMPANY'S DETERMINATION THAT ANY OF SUPPLIER'S REPRESENTATIONS SET FORTH ABOVE WERE FALSE OR MATERIALLY MISLEADING WHEN MADE OR AS OF THE DATE OF THIS ORDER. THIS INDEMNITY SHALL SURVIVE THE DELIVERY OF, INSPECTION OF, ACCEPTANCE OF, AND PAYMENT FOR, THE PRODUCTS AND SERVICES AS WELL AS THE EXPIRATION OR TERMINATION OF THIS ORDER.

**INFRINGEMENT IDEMNIFICATION** - TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER WILL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY, ITS SUCCESSORS, ASSIGNS AND ITS AFFILIATES (INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS) FROM AND AGAINST ALL LOSSES, LIABILITIES, ACTIONS, DAMAGES, EXPENSES, COSTS, PENALTIES, FINES, FEES, INCLUDING REASONABLE ATTORNEYS' FEES, INCLUDING INCREASED DAMAGES FOR WILLFULL INFRINGEMENT, THAT MAY RESULT BY REASON OF ANY INFRINGEMENT, OR CLAIM OF INFRINGEMENT OF ANY TRADE SECRET, PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPRIETARY INTEREST OF ANY THIRD PARTY RELATING TO SUPPLIER'S PERFORMANCE UNDER THIS ORDER AND/OR MATERIALS FURNISHED TO COMPANY. THIS INFRINGEMENT INDEMNITY SHALL SURVIVE THE DELIVERY OF, INSPECTION OF, ACCEPTANCE OF, AND PAYMENT FOR, THE SERVICES AS WELL AS THE EXPIRATION OR TERMINATION OF THIS ORDER AND ANY AUTHORIZATIONS.

**INSURANCE** - Supplier will carry insurance in amounts sufficient to meet Supplier's obligations created by this Order.

**INTELLECTUAL PROPERTY** - "Intellectual Property" means all works, including literary works, pictorial and graphic works, architectural works, works of visual art, any other work that may be the subject matter of copyright protection, advertising and marketing concepts, information, data, formulas, designs, models, drawings, computer programs, including all documentation and related listings, design specifications, flowcharts, trade secrets and any inventions, including all processes, machines, manufacturers and compositions of matter and any other invention that may be the subject matter of patent protection and all statutory protection obtained or obtainable thereon. Any Intellectual Property created and/or purchased hereunder which qualifies as a "work made for hire" under the U.S. Copyright laws or applicable local Laws shall be a work made for hire and shall be owned by Company. Supplier hereby assigns to Company all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by Supplier or any persons provided by Supplier, either solely or jointly with others, (i) during the performance hereunder (including Intellectual Property created by Supplier hereunder that does not qualify as "work made for hire"), or the provision of the services, and/or (ii) with the use of information, materials, equipment, or facilities of Company received/used by Supplier. Supplier shall promptly disclose to Company all such Intellectual Property. Company shall be free to make, have made, use and sell products utilizing the Intellectual Property assigned to Company. In the event that Supplier incorporates any Intellectual Property rights of any third party into any works or materials created and/or purchased under this Order without Company's prior written consent, then Supplier grants Company the worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable right and license to utilize any such works or materials in such fashion and for any and all purposes that Company may desire from time to time. Supplier shall execute, or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure for Company statutory protection throughout the world for all Intellectual Property assigned to Company pursuant to this Section. Supplier shall retain ownership of all Intellectual Property clearly documented as having been made solely by Supplier prior to the date of this Order and expressly excluded from this Order.

**LICENSE** - No licenses, express or implied, are granted by Company to Supplier under this Order.

**NOTICES** - Any notice required or permitted to be given under this Order must be in writing and sent via reputable commercial carrier, delivery confirmation requested, to the addresses set forth in the Order attached hereto, attention Contract Department.

**OFFER AND ACCEPTANCE OF ORDER** - This Order is an offer to purchase and is limited to the terms and conditions contained herein, including the terms on the front of this Order and the terms of any agreement or other document referenced on the front of this Order or attached to this Order (hereinafter collectively referred to as the "Terms"). The terms and conditions of any agreement referenced on the first page of this Order, the terms and conditions included in the Messages Section this Order and any other Terms shall apply in that order of precedence in the event of any conflict among such documents. Any conflicting or addition terms in any acknowledgment, confirmation or acceptance, invoice or other Supplier document, even if signed and returned, are hereby rejected and shall not become a part of this Order. If Supplier ships any products or furnishes any services in response to this Order, Company may, in its sole discretion, either reject the tendered products and/or services or treat such action as constituting acceptance and assent to the Terms. Nothing contained in this Order is to be construed as a continuing obligation to purchase products or services.

**PAYMENT AND TERMS** - Supplier will be paid for the products and services delivered and accepted by Company within thirty (30) days following Company's receipt of invoices. Invoices will not be processed for payment until all products invoiced are received. The price stated on invoice includes all applicable federal, state, and local taxes which shall be separately listed on the invoice. If Supplier fails to separately list such taxes, Supplier agrees to pay any penalty incurred by Company as a result of such failure. It is understood that the cash discount period will date from the receipt of the products or services, or from receipt of the invoice, whichever is later. C.O.D. shipments will not be accepted. A separate invoice shall be issued for each shipment. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of the invoice. Company will not pay interest charges or late fees.

**PRICE AND QUANTITY** - If no price is stipulated herein, the products or services shall be charged at prices not exceeding those last quoted or charged to Company for the products or services of similar kind or quality. Supplier warrants that the prices named herein are as low as any net price now given by Supplier to any other customer of the same class or for products or services of the like kind or quality and Supplier agrees that if at any time on or before the actual shipping date or the last shipping date specified hereon, whichever occurs last, lower net prices are quoted to any other such customer, said lower net prices shall be applied to this Order and shall be substituted for the prices contained herein. Prices are firm and are not subject to increase. Unless otherwise indicated on the face of this Order, the FOB location will be Company's dock.

**PUBLICITY** - Supplier shall not, without prior written consent of Company, publish or use in any manner any advertising, sales promotion, press release and other publicity or other material relating to the existence of this Order, Supplier's relationship with Company or the goods and services to be provided under this Order.

**REJECTION** - Notwithstanding any payment or prior design approvals, Company shall have the right to reject any and all products which in Company's judgment are defective or do not conform to Specifications and any services that do not conform to Specifications. Products so rejected or supplied in excess of the quantities specified in this Order may, at Company's sole election and at Supplier's sole risk and expense, be held, stored and/or returned to Supplier. Supplier shall promptly reimburse Company for any such expenses. Company may require Supplier's re-performance, at Supplier's expense, of services so rejected. No correction or replacement of non-conforming products or re-performance of services shall be made by Supplier unless agreed to in writing by Company.

**RELATIONSHIP OF THE PARTIES** - Supplier is an independent contractor and not an agent of Company. As such, Supplier acknowledges that it is not eligible for any benefits provided by Company to its employees and is not authorized to incur any liabilities or obligations of any kind in the name of, or on behalf of, Company. Supplier also acknowledges and agrees that (1) its personnel/employees performing services shall be considered solely employees of Supplier, not employees of Company, (2) it has and retains the right to exercise full control of and supervision over the performance of services provided and full control over the employment, direction, compensation and discharge of personnel performing services, and (3) it is solely responsible for all matters relating to compensation and benefits for all of its personnel/employees who perform services, including but not limited to the payment of federal and state income taxes, social security taxes, and unemployment insurance taxes.

**REPRESENTATIONS AND WARRANTIES** - Supplier represents and warrants that: (1) products will be merchantable, free from defects in material and workmanship, sufficient for the purpose intended and conform to Specifications; (2) if any products provided hereunder contain one or more original manufacturer's warranties or software warranties, Supplier has the authority to and hereby does assign such warranties to Company; (3) it has title to products, and (4) services will be performed in conformance with Specifications, all applicable Laws and in a good, professional and workmanlike manner and in accordance with the highest applicable professional standards. These warranties will be in addition to all other warranties express and implied. All warranties will survive inspection of, acceptance of, and payment for, products and services as well as the termination and expiration of this Order or any agreement referenced on the first page of this Order.

**RISK OF LOSS** - Supplier shall be responsible for and bear the risk of loss and damage to products purchased hereunder (1) until they are delivered at Company's premises, regardless of the freight on board (F.O.B.) point or point of inspection and acceptance and (2) if such products are rejected, until they arrive back at Supplier's premises.

**SEVERABILITY** - If any of the Terms or parts of a Term shall be held to be unenforceable or invalid under the laws of the jurisdiction governing this Order, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Order. The entire Order will be construed as if it did not contain the invalid or unenforceable provisions.

**SHIPMENTS** - Shipment shall be made in accordance with specific instructions from Company on the first page of this Order. If at any time it appears Supplier will not meet such schedule, Supplier shall promptly notify Company in writing of the reasons for and estimated duration of the delay and, if requested by Company, ship via air or other fast transportation to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Supplier. In the absence of specific shipping instructions, shipment shall be routed via the most economical mode of commercially reasonable transportation available. Products will be classified so that the lowest "commodity" rate may be obtained. Each invoice covering shipping charges shall be accompanied by a copy of the bill, indicating such charges have been paid. Unless otherwise agreed to in writing by Company, prices on the face of this Order include all charges for packing and crating, and Supplier is obligated to suitably pack, mark and ship all products to prevent damage and conform to requirements of common carriers. Notwithstanding any shipping F.O.B. or other terms or rights of Company included herein, Company shall have the right to return all freight damaged merchandise to Supplier and receive full credit therefore, unless said damage has been caused by the negligence of Company. Company will not accept over shipments except where written permission for the same has been given before shipment. Shipments will not be made prior to specified dates unless otherwise notified. Any such shipment shall be considered dated according to delivery specified. If requested, Supplier will mail notice of shipment, with manifest, same day products are shipped.

**SUBCONTRACTING** - No products to be delivered under this Order shall be procured by Supplier from a third party in completed or substantially completed form and no services shall be performed by a third party without Company's prior written consent. Supplier remains fully responsible for the acts and omissions of third parties providing products and services. Supplier shall require third parties performing services and providing products to adhere to the Insurance section of this Order.

**SURVIVAL OF OBLIGATIONS** -The respective obligations of Supplier under this Order, which by their nature would continue beyond the termination, cancellation or expiration of this Order, will survive termination, cancellation or expiration of this Order.

**TERMINATION AND CANCELLATION** –

**General** – The performance of work under this Order may be terminated by Company in whole or in part, whenever Company shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work under this order it terminated, and the effective date of termination.

**Default** –A "Default" shall mean: (1) Supplier's failure to deliver the products or perform the services required by this Order in compliance with the Specifications and within the time specified herein; or (2) Supplier's failure to perform any of the other provisions of this Order, or failure to make progress as to endanger performance of this Order in accordance with its terms. If Supplier does not cure a Default within a period of ten (10) days after notice from Company specifying such Default, Company may terminate this Order and Company shall have the right to procure, on such terms and in such manner as it deems appropriate, products and services similar to those terminated and recover from Supplier the excess costs for similar products and services. In the event of Supplier's Default, in addition to the above described rights, Company shall have the following rights: 1) the right to refuse to accept delivery of products and/or performance of services; 2) within one (1) year after delivery, the right to return to Supplier, at Supplier's expense, any products delivered, and, at Company's option, either recover all payments made and expenses incident thereto, or at Supplier's expense, the right to receive replacement products; 3) the right to recover any advance payment to Supplier for undelivered or returned products and/or services not fully performed; and 4) the right to purchase elsewhere, and charge Supplier with any loss incurred as a result thereof. Company's right to return products is not affected by any assignment by Supplier of monies due or become due hereunder. The rights of Company provided in this paragraph shall be in addition to any other rights provided by law or this Order.

**TITLE** - Title to products purchased will vest in Company when the product is accepted at the F.O.B. point designated by Company. Title to products stored by Supplier for Company, at Company's written request, shall vest in Company when products are placed in storage.

**USE OF INFORMATION** – Any specifications, drawings, sketches, models, samples, tools computer or other programs, or data, written, oral or otherwise ("Company Information") furnished to Supplier under this Order or in contemplation of this Order shall remain Company's property. All copies of Company Information in written, graphic, or other tangible form shall be returned to Company at Company's request. Unless such Company Information was previously known to Supplier free of any obligation to keep it confidential or has been or is substantially made public by Company or a third party, it shall be kept confidential by Supplier, shall be used only in performance of this Order, and may not be used for other purposes except upon such terms as may be agreed upon by Supplier and Company in writing.

**SUPPLIER'S INFORMATION** - No specifications, drawings, sketches, models, samples, listings, technical information, or data, written, oral or otherwise, furnished by Supplier to Company under this Order or in contemplation of this Order shall be considered to be confidential or proprietary except to the extent information of Company is contained therein.

**WAIVER** - No course of dealing or failure of either party to strictly enforce the terms, rights and conditions of this Order will constitute a waiver or relinquishment of any such terms and conditions.

