

THE TEX-ISLE STANDARD TERMS AND CONDITIONS OF PURCHASE, DATED AUGUST 15, 2022, ARE HEREBY EXPRESSLY INCORPORATED INTO THIS PURCHASE ORDER BY REFERENCE AND SHALL BE THE SOLE TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER. SELLER HEREBY ACKNOWLEDGES RECEIPT OF THE TEX-ISLE STANDARD TERMS AND CONDITIONS OF PURCHASE, AND BUYER AND SELLER AGREE TO BE BOUND SOLELY BY SUCH TEX-ISLE STANDARD TERMS AND CONDITIONS OF PURCHASE IN CONNECTION WITH THIS PURCHASE ORDER, RENDERING ANY OTHER TERMS AND CONDITIONS RELATING TO THIS PURCHASE ORDER NULL AND VOID, REGARDLESS OF WHETHER SIGNED BY BUYER OR SELLER.

Additional copies of the Tex-Isle Standard Terms and Conditions of Purchase, dated August 15, 2022, can be obtained at:

Tex-Isle Supply, Inc.
10000 Memorial Drive, Suite 600
Houston, Texas 77024
Attention: Andy Mejia
Telephone: (713) 461-1012

or

<https://www.texisle.com/company>

or

<https://www.texisle.com/company/about-us>

**TEX-ISLE STANDARD
TERMS AND CONDITIONS OF PURCHASE**

These Standard Terms and Conditions (these “Terms and Conditions”) are incorporated into any and all purchase orders issued by any of the following identified in the Purchase Order: Tex-Isle Supply, Inc.; Tex-Isle Tubular, LLC; Tex-Isle Coating, LLC; and Tex-Isle Processing, LLC (“Buyer”). “Purchase Order” means the purchase order issued by Buyer that incorporates these Terms and Conditions by reference, and shall include these Terms and Conditions, and the attachments, exhibits and documents expressly referenced in such purchase order. “Goods” means the goods, work or services to be furnished to Buyer as described in the Purchase Order. The party with whom Buyer places the Purchase Order, as identified in the Purchase Order, is referred to as “Seller.” Seller agrees to sell, furnish and deliver, and Buyer agrees to purchase and pay for, the Goods, in accordance with the terms and conditions of the Purchase Order. If any part of these Terms and Conditions conflict with any specific terms included within the Purchase Order issued by Buyer, then such specific terms shall control.

1. ACCEPTANCE AND ENTIRETY. Except to the extent expressly set forth in Sections 18 and 23 hereof, the Purchase Order shall constitute the entire agreement between the parties and supersede all prior and contemporaneous oral and written agreements, discussions, representations, statements and understandings between the parties with respect to Buyer’s purchase of the Goods.

2. EFFECTIVENESS. The Purchase Order becomes effective when (a) executed by both the Buyer and Seller or (b) Seller tenders the Goods after receiving the executed Purchase Order from Buyer. The Purchase Order is made and entered into in the State of Texas and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Texas, exclusive of conflict of laws principles. The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply to and are expressly excluded from this Purchase Order. Buyer will have no obligation to make any payment to Seller until and

unless the Purchase Order becomes effective in accordance with this Section.

3. CONTROLLING TERMS. These Terms and Conditions supersede any conflicting terms or conditions received from Seller. If the Purchase Order has been issued by Buyer in response to an offer by Seller, and if any of the terms within the Purchase Order are different from or additional to any terms of Seller’s offer, then the issuance of the Purchase Order by Buyer will constitute a conditional acceptance of Seller’s offer as amended by the Purchase Order and will result in a binding contract if Seller assents by execution or performance thereof. If Seller includes or attaches any different or additional terms in Seller’s purported and executed acceptance, but proceeds to commence performance or tender all or any part of the Goods, then Seller expressly agrees that such execution constitutes an acceptance of the Purchase Order issued by Buyer, including these Terms and Conditions, and that the binding contract will consist of the Purchase Order issued by Buyer (including these Terms and Conditions) and will not include Seller’s different or additional terms or conditions. Any Seller generated document that contains terms additional to or different from these Terms and Conditions or that purport to reject any term of this Purchase Order, shall not be binding upon Buyer unless specifically accepted in writing by an authorized representative of Buyer, notwithstanding any course of performance or contrary provision of the Uniform Commercial Code or other provision of law.

4. INSPECTION, EXPEDITING, AND DOCUMENTATION. Seller is fully responsible for the implementation of the Purchase Order, including, as applicable, for the design, fabrication, manufacture, production, and construction of the Goods, and for compliance with all terms, conditions, specifications, drawings, and other requirements of Buyer, in accordance with the laws of any applicable jurisdiction. Buyer will have the right to inspect and expedite, at no additional cost to Buyer, the Goods in process of manufacture, in

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storage, in transit, and upon delivery to assure compliance with the Purchase Order. Seller will provide Buyer with reasonable access to Seller's premises, so that Buyer may perform any such inspection of the Goods. Seller will supply Buyer, upon request or as needed, with data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the documentation requirements included in the Purchase Order. Buyer's inspection, waiving of inspection, review, approval, or acceptance of the Goods or provision of any information, drawings or data under the Purchase Order will not relieve or discharge Seller, either expressly or by implication, of Seller's responsibilities and obligations under the Purchase Order or otherwise imposed by law.

5. TIME OF PERFORMANCE. SELLER ACKNOWLEDGES THAT THE DATE(S) OF DELIVERY SPECIFIED IN THE PURCHASE ORDER ARE CRITICAL AND TIME IS OF THE ESSENCE OF THE PURCHASE ORDER FOR THE AVOIDANCE OF SUBSTANTIAL LOSS TO BUYER AND VARIOUS CONTRACTORS. SELLER'S FAILURE TO MEET THE DELIVERY DATES WITHOUT BUYER'S WRITTEN CONSENT CONSTITUTES A MATERIAL BREACH OF CONTRACT AND A MATERIAL DEFAULT UNDER THE PURCHASE ORDER. In the event of delay, or anticipated delay, from any cause, Seller will immediately notify Buyer in writing of the delay or anticipated delay, and its approximate duration, and Seller will undertake to shorten or make up the delay by all reasonable and expeditious means. Buyer, at its option, may require or approve in writing a new shipping or delivery date, or progress requirements, in response to Seller's notice. If Seller fails to meet the shipping or delivery date or progress requirements established in the Purchase Order without Buyer's written approval, then Buyer may in such case, in its sole discretion, without penalty, cancellation or other fee or obligation, and without prejudice to any other rights which it may have, cancel all or any part of the Purchase Order and make

such other arrangements as Buyer may consider necessary or desirable under the circumstances.

6. SHIPMENT, TITLE, AND RISK OF LOSS. Seller is responsible for properly and carefully packing and shipping the Goods to the destination set forth in the Purchase Order, at its expense unless otherwise specified in the Purchase Order (the "Destination"). Seller will comply with any documentary requirements as provided for in the Purchase Order or instructions of Buyer in the shipment process. Unless otherwise specified in Purchase Order, title to the Goods (and in the event that the Goods are made to order, then title to all material, inventory and work in progress, design data, other documentation, and all contractual rights thereto) will vest in Buyer immediately upon delivery of the Goods to Buyer at the Destination. Seller warrants that upon passage of title, Buyer shall have good title, free and clear from any and all liens, restrictions, reservations, security interests and encumbrances. Notwithstanding vesting of title and any other provision in the Purchase Order to the contrary, Seller will bear the risk of loss and damage and will insure or self-insure, for the benefit of Seller and Buyer, the Goods in its care, custody and control, including material supplied to Seller for incorporation into, or work in conjunction with, the Goods, until the same are delivered to the Destination and accepted by Buyer, in accordance with the provisions of Section 7 below.

7. CONFORMING GOODS AND ACCEPTANCE. No substitution of the Goods in whole or in part will be permitted without the prior written approval of Buyer. Prior to shipment, Seller will carefully inspect and test the Goods for conformance to the requirements of the Purchase Order. Upon delivery of the Goods or in any other location or time as may be specified in the Purchase Order, Buyer will conduct an inspection of the Goods in accordance with its standard procedures and may accept or reject the Goods, in whole or in part; provided, however, that Buyer reserves all rights to reject any Goods, in whole or in part, at a later time upon discovery of a defect not discovered by such

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normal inspection. If the Goods received do not conform to those ordered, then Buyer may reject such shipment in whole or in part by giving notice thereof to Seller. Seller will remove any rejected Goods at Seller's expense within ten (10) business days after notice. If any Goods are rejected by Buyer, then Seller will not ship any replacement Goods without the prior written approval and directions of Buyer. For any defective, non-conforming, or rejected Goods, Buyer may cancel the Purchase Order in whole or in part without any obligation to pay a cancellation fee or other fee or penalty and obtain a refund of any money paid for such goods.

8. WARRANTY. Seller warrants to Buyer that the Goods furnished under the Purchase Order, whether manufactured, fabricated, or otherwise produced or provided by Seller or others, will (a) strictly conform to the descriptions, data, drawings, plans, specifications, performance criteria, and sample, if any, and other requirements referred to in the Purchase Order; (b) be of merchantable quality and fit for the purpose(s) intended; (c) conform with all applicable laws, ordinances, codes and regulations; and (d) be free from defects in materials and workmanship. All work on the Goods or otherwise in the performance of the Purchase Order will be done in a skilled manner and will be of first-class quality and workmanship in every respect. If required by Buyer, then Seller will supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Goods.

9. WARRANTY REMEDIES. If Buyer discovers any defect, error, noncompliance, nonconformity, omission, operational or performance deficiency or breach of any warranty as to the Goods, then, at the election of Buyer in its sole discretion, Seller will promptly repair, reperform, or replace without cost to Buyer the Goods in question (including removal, reinstallation, access, shipping, labor, and any other costs incurred as a result). Such repair, reperformance, or replacement will be warranted in accordance with Section 8 of these Terms and Conditions. If Buyer elects in its sole discretion or if Seller fails after reasonable notice to

proceed promptly with and complete the repair, reperformance, or replacement of the defective Goods, then Buyer may repair, reperform, or replace the Goods and charge all related costs (including removal, reinstallation, access, shipping, labor, and any other costs incurred as a result) to Seller without voiding the warranties in the Purchase Order, and without Buyer waiving any other rights or remedies it may have under the Purchase Order or by law. Buyer shall have the benefit of the foregoing warranty and warranty remedies in Sections 8 and 9, and such rights and remedies are in addition to any other rights or remedies provided in law, equity, or under the Purchase Order.

10. COMPLIANCE WITH LAWS. In its performance under the Purchase Order, Seller agrees to strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with, but not limited to, any import and export, and health, safety and environmental laws, treaties, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where the Purchase Order may be performed. Upon Buyer's written request, Seller will provide any certification of compliance required by any federal, state, or local law, ordinance, code, or regulation.

11. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS. Seller warrants, represents and covenants that, in the absence of detailed and customized specifications of Buyer, the design, fabrication, manufacture, production, sale, distribution and intended use of the Goods do not infringe, directly or indirectly, in whole or in part, upon any patent, copyright, trade secret, trademark, trade name, or other intellectual property right of any third party. **IN REGARD TO CLAIMS MADE AGAINST BUYER BY ANY THIRD PARTY, SELLER AGREES TO RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, USERS,**

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SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “BUYER GROUP”) FROM AND AGAINST ANY AND ALL CLAIMS, COSTS (INCLUDING ATTORNEY FEES AND COURT COSTS), EXPENSES, FINES, PENALTIES, LOSSES, DAMAGES, AND LIABILITIES ARISING OUT OF ANY ALLEGED OR ACTUAL PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE NAME, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR OTHER CLAIM, DEMAND OR ACTION ARISING FROM OR RELATED TO THE DESIGN, FABRICATION, MANUFACTURE, PRODUCTION, SALE OR DISTRIBUTION OF THE GOODS. The foregoing warranty and indemnity shall not apply in respect of Goods whose alleged infringing condition is caused exclusively by Buyer’s specifications or by Buyer’s own modifications to the Goods following delivery by Seller.

12. ASSIGNMENT AND NOTICE OF SELLER CHANGES. Seller will not sell, assign, or transfer the Purchase Order, or any part thereof, or any rights to money due under the Purchase Order, without the prior written consent of Buyer. If consent is granted, then any such assignment by Seller will not (a) increase or alter Buyer’s obligations, (b) diminish the rights of Buyer or (c) relieve Seller of any of its legal obligations under the Purchase Order. Buyer reserves the right to assign the Purchase Order, in whole or in part, to any party, including Buyer’s affiliates.

13. CANCELLATION. Unless otherwise provided in the Purchase Order, Buyer has the right at any time to cancel all or any separable part of the Purchase Order by written notice. Termination by Buyer for cause is covered under Section 22 below. No cancellation payment will be owed by Buyer to Seller unless mutually agreed upon in writing, and any such payment will be based on that portion of the Purchase Order price that is attributable to any performance Seller has satisfactorily completed under the Purchase Order as of the date of

cancellation, less any money Buyer paid to Seller. Seller will not be entitled to any lost profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, consequential or other damages because of cancellation. At the time of such cancellation by Buyer, Seller will immediately discontinue all work pertaining to the Purchase Order, including not placing additional purchase orders or making any other commitment, and canceling forthwith any existing purchase orders and commitments on the best possible terms. Pending Buyer’s instructions, Seller will preserve and protect the Goods on hand, work in progress, supplier data, and completed work, both in its own and in its suppliers’ facilities. If the Goods have been paid for in whole or in part, then Buyer has the immediate right to enter Seller’s premises to take possession and remove the Goods and all drawings, records, materials and equipment to be incorporated into the Goods.

14. CHANGES IN THE GOODS. Seller will make no unilateral change, substitution, or revision to the Goods without Buyer’s prior written consent. Buyer has the right to make changes in the character or quantity of the Goods, or in the manner or time of performance of the Purchase Order. Notice of change will be in writing and signed by a duly authorized representative of Buyer. If Seller is unable to comply with the change, then Seller will notify Buyer in writing, within five (5) days of receipt of such notice, otherwise such change will be deemed accepted. An equitable adjustment in the price and time of performance will be made by the parties in writing if any change by Buyer results in a demonstrated decrease or increase in Seller’s cost or time of performance; however, no claim by Seller for an adjustment in the price or in the time of performance resulting from any change required by Buyer will be considered unless presented to Buyer in writing within ten (10) days after Seller receives the notice of change from Buyer.

15. INDEMNIFICATION. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER SHALL RELEASE, PROTECT,

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DEFEND, INDEMNIFY AND HOLD HARMLESS THE BUYER GROUP FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS, LOSSES, LIABILITIES, FINES, PENALTIES, EXPENSES, INTERESTS, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT, TORT OR OTHERWISE), ARISING FROM, ALLEGED TO ARISE FROM, OR IN ANY WAY ASSOCIATED WITH ANY DEFECT IN THE GOODS FURNISHED UNDER THE PURCHASE ORDER, SELLER'S BREACH OF THE PURCHASE ORDER, OR THE NEGLIGENCE OR FAULT OF SELLER OR THOSE FOR WHOM IT IS RESPONSIBLE, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF THE BUYER GROUP, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE BUYER GROUP.

16. INSURANCE. IN SUPPORT OF ITS INDEMNITY OBLIGATIONS HEREUNDER, BUT AS A SEPARATE AND INDEPENDENT OBLIGATION, SELLER AGREES TO INSURE OR SELF-INSURE ITS OBLIGATIONS UNDER THE PURCHASE ORDER. SELLER SHALL CAUSE THE BUYER GROUP TO BE INCLUDED AS ADDITIONAL INSURED OR ALTERNATE EMPLOYERS (AS APPLICABLE) AND TO BE COVERED BY SELLER'S INSURANCES, AND SHALL CAUSE THE INSURERS THEREOF TO WAIVE ALL EXPRESSED OR IMPLIED RIGHTS OF SUBROGATION AGAINST THE BUYER GROUP. SUCH INSURANCE COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

COVERAGE MAINTAINED BY OR ON BEHALF OF THE BUYER GROUP, AND THE APPLICABLE INSURERS SHALL WAIVE ANY POLICY PROVISION THAT REDUCES OR LIMITS COVERAGE TO THE EXTENT OF COVERAGE PROVIDED BY OTHER INSURANCE POLICIES. BUYER MAY REQUEST THAT SELLER PROVIDE CERTAIN MINIMUM INSURANCE COVERAGE FOR ITS OBLIGATIONS UNDER THE PURCHASE ORDER.

17. TAXES. All prices are inclusive of any excise, sales and use taxes, value added tax, export duties and fees, import duties, fees, expenses and costs, or taxes and duties of a similar nature which may be lawfully imposed on the sale of the Goods.

18. INTENTIONALLY LEFT BLANK.

19. PAYMENTS, LIENS AND SET OFF. Regardless of the payment terms in the Purchase Order, Buyer's obligation to pay the purchase price is conditioned upon (a) receipt of completed, non-defective conforming Goods, (b) receipt and acceptance by Buyer of Seller's accurate and properly completed invoice accompanied by satisfactory supporting documentation, and (c) compliance by Seller with all terms and conditions of the Purchase Order. Subject to the terms of the preceding sentence and in accordance with the terms and conditions of the Purchase Order, Buyer shall pay the purchase price within the number of days set forth in the Purchase Order after Buyer's receipt of an original invoice therefor accompanied by satisfactory supporting documentation. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BUYER SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR PAYMENT OF ANY INVOICES RECEIVED BY BUYER FROM SELLER MORE THAN NINETY (90) DAYS FOLLOWING THE LAST DAY OF THE CALENDAR MONTH IN WHICH THE GOODS WERE RECEIVED BY BUYER AND ANY**

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SUCH LATE INVOICES SHALL BE DEEMED WITHDRAWN AND WAIVED BY SELLER.

Seller agrees to keep the property of Buyer free and clear from any and all claims, liens and encumbrances. To the maximum extent allowed by law, **SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BUYER GROUP** from and against any and all laborers', materialmen's, mechanic's or other liens arising from, alleged to arise from, or in any way associated with Seller's performance or nonperformance under the Purchase Order. Seller waives all rights of lien against the premises, facilities, equipment and other property of Buyer. Any sums due to Seller under the Purchase Order may be applied by Buyer as a set off against any sums owed by Seller to Buyer, or against any claims of third parties against Buyer arising from Seller's performance, whether under this or any other purchase order or other document. At its sole discretion, Buyer may withhold from payments to be made to Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.

20. SUBCONTRACTORS, SUBVENDORS AND SUBSUPPLIERS. Buyer reserves the right to approve all subcontractors, subvenders, or subsuppliers proposed by Seller to be involved in Seller's implementation of or performance under the Purchase Order. Upon request by Buyer, Seller will submit a listing of all subcontractors, subsuppliers, or subvenders for review and approval by Buyer and will submit unpriced copies of all its purchase orders or other contracts for materials or equipment procured from third parties pertaining to the Purchase Order.

21. DOCUMENTATION AND RIGHT OF AUDIT. Where Seller's invoices issued under the Purchase Order include compensation for work performed for a reimbursable price, all costs, expenses and other amounts so invoiced will be substantiated and supported by documents

satisfactory to Buyer. Seller will maintain for a minimum period of two (2) years after final payment has been made to Seller under the Purchase Order all records and accounts pertaining to work performed under the Purchase Order. Seller agrees that Buyer will have the right to audit, copy and inspect, or cause to have audited, copied and inspected, Seller's records and accounts pertaining to performance under the Purchase Order at all reasonable times during the course of performance under the Purchase Order and for a minimum period of two (2) years after final payment has been made to Seller.

22. DEFAULT AND TERMINATION FOR CAUSE. In the event of Seller's (a) actual or anticipated breach of or default under any provision of the Purchase Order, (b) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or (c) evidencing financial or organizational instability, Buyer has the right, in addition to any rights or remedies it may have in law, in equity, or under the Purchase Order, to immediately terminate the Purchase Order for cause by written notice to Seller, and Seller will not be entitled to any cancellation charge or other fee or penalty, nor will Buyer be liable to pay any costs of cancellation. In such event, Buyer may immediately take possession of all or any portion of the items identified in the Purchase Order, subject only to an obligation to equitably compensate Seller for same. Upon termination by Buyer for cause under this Section, Seller will be liable to and will immediately reimburse Buyer for all costs of any nature in excess of the Purchase Order price that Buyer incurs to effect completion of performance of the Purchase Order, including through another seller.

23. SITE WORK. If Seller is to perform any work at the site of installation or construction, or on the property of Buyer, then Seller shall obtain an access agreement from Buyer, which, along with any other project specific requirements for subcontractors on the project, may be attached and fully incorporated into the Purchase Order, and will apply in addition to the provisions of the Purchase

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Order, when such work is being performed at those locations.

24. CLAIMS AND DISPUTE RESOLUTION. As a condition precedent to commencing any lawsuit or proceeding or asserting any legal or equitable claims, demands or causes of action of any nature whatsoever against Buyer arising directly or indirectly under or otherwise in connection with, out of, related to or from the Purchase Order, Seller must, within sixty (60) days after the claim accrues, serve Buyer with a written notice setting forth in detail the nature of the alleged claim and an itemization of any remedies sought. Seller's failure to do so will constitute a waiver by Seller of any legal or equitable rights with respect to the subject matter of the claim or dispute. Seller agrees that any claims and disputes identified in the notice shall be resolved first through good faith direct negotiation between Buyer and Seller through their respective representatives.

All lawsuits, actions or proceedings arising directly or indirectly under or otherwise in connection with, out of, related to or from the Purchase Order and the transaction contemplated thereby shall be brought only and exclusively in a state district court or federal district court located in Harris County, Texas, USA. Each party consents to the personal jurisdiction of the state and federal courts located in Harris County, Texas, for the purposes of any such lawsuit, action or proceeding and hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such lawsuit, action or proceeding brought in such a court and any claim that any such lawsuit, action or proceeding brought in such a court has been brought in an inconvenient forum. **IN ANY DISPUTE BETWEEN THEMSELVES, EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE PURCHASE ORDER.**

25. SEVERABILITY. Except as expressly provided in any other term or condition of the Purchase Order, any provision hereof that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, not affect the validity or enforceability of the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

26. AMENDMENTS. No waiver or modification of any of the terms of the Purchase Order shall be valid or binding upon Buyer unless separately contracted in writing and executed by a duly authorized representative of Buyer. Failure of Buyer to enforce any rights under the Purchase Order shall not be construed as a waiver.

27. NOTICE. Any notice required or permitted under the Purchase Order shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier (for example, Federal Express), or certified U.S. mail (with postage prepaid and return receipt requested), in each case directed to the street address referenced within the Purchase Order, or to such address as may be designated by either party from time to time by written notice to the other party. For purposes of the Purchase Order, any such notice shall be deemed received as follows: (i) if such notice is sent by hand delivery or nationally recognized overnight courier, then upon actual receipt; (ii) if such notice is sent by certified mail, then upon the earlier of (A) actual receipt or (B) five (5) business days after deposit of such notice in the U.S. mail; (iii) if such notice is sent by email, then only if and when receipt of the email is acknowledged by someone with authority to bind the recipient.