1. **PURCHASE AND SALE OFFER.** The general terms and conditions stated herein (the “Terms”) shall apply to any purchase orders, consolidated output reports, electronic data interchanges, or scheduling agreements (collectively, “Purchase Orders”) issued by Bose Corporation or its subsidiary or affiliate (“Buyer”) that incorporate the Terms by reference or are accompanied by an attachment containing the Terms. A Purchase Order together with the Terms collectively constitutes only Buyer’s offer to enter into a purchase and sale transaction for products or services with the party named on the Purchase Order (“Seller”) and on the terms stated herein and in the Purchase Order. Buyer may revoke, amend, or modify the offer at any time prior to Seller’s acceptance. If Buyer and Seller have separately executed a written agreement governing the purchase of products or services by means of a Purchase Order (hereafter, a “Purchase Agreement”), then the terms of such separate Purchase Agreement shall additionally apply to such offer. In the event of a conflict between the Terms and a Purchase Agreement, the Purchase Agreement shall supercede.

2. **ACCEPTANCE.** Only the following acts (collectively, “Acceptance Conditions”) shall constitute Seller’s acceptance of a Purchase Order: (a) Seller’s execution and return of the Purchase Order, (b) Seller’s commencement of performance pursuant to the Purchase Order, (c) Seller’s shipment of any products or delivery of any services ordered in the Purchase Order, or (d) Seller’s acceptance of any payment by Buyer made pursuant to the Purchase Order. Acceptance of the Purchase Order is expressly conditioned upon Seller’s acceptance of the Terms.

3. **INTEGRATION.** The Terms and the Purchase Order, together with the separate Purchase Agreement (if any) between the parties, constitute the complete and exclusive agreement of the parties with respect to purchase and sale of the products or services described in the Purchase Order. The Terms, the Purchase Order, and the Purchase Agreement (if any) are collectively referred to herein as the “Agreement”. The Agreement supersedes all prior or contemporaneous oral and written communications, agreements, representations, statements, negotiations or undertakings between the parties relating to the subject matter thereof. Any invoice, sales terms, or other document issued by Seller in connection with the Agreement (collectively, “Seller Terms”) shall be used solely for Seller’s internal record-keeping purposes or to facilitate payment. If any Seller Terms state different or additional terms to the Agreement, such Seller Terms shall be deemed a material alteration of the Agreement, and are hereby rejected by Buyer. If any Seller Terms are deemed to be the offer with respect to any transaction contemplated under the Agreement, Buyer hereby rejects such offer and proposes that an agreement for purchase and sale of products or services be formed exclusively on the terms of the Agreement in its original unmodified form. Notwithstanding any statement in the Seller Terms to the contrary, Seller’s fulfillment of any Acceptance Condition shall constitute Seller’s rejection of the Seller Terms and its acceptance of the original unmodified Agreement. In no event shall any Seller Terms modify or become part of the Agreement or become binding on Buyer, even if an acknowledgment copy is signed by Buyer.
4. **AMENDMENTS.** No modification or amendment of the Terms or a Purchase Order shall be effective unless it: (a) is made in writing, (b) refers to (as the case may be) the Terms or the Purchase Order, (c) expressly states that such writing modifies or amends (as the case may be) the Terms or the Purchase Order, and (d) is signed by an authorized representative of Buyer and Seller.

5. **PRECEDENCE.** Subject to Section 4. above, if there is any conflict between the provisions stated in the Terms and the provisions stated in any Purchase Order, the provisions stated in the Terms shall take precedence. If the parties have entered into a separate Purchase Agreement, and there is any conflict between the terms of such Purchase Agreement and the provisions stated in the Terms or in the Purchase Order, then the terms of the Purchase Agreement shall take precedence.

6. **PRICES.** All prices stated in the Purchase Order are firm and shall not be subject to escalation. Seller represents and warrants that the prices set forth in the Purchase Order are at least as low as those currently being quoted by Seller to commercial buyers of the same products or services in like quantities. If no price is stated for a product or service in the Purchase Order, the price shall be the lesser of (a) lowest price currently quoted or charged by Seller therefor, and (b) the price most recently quoted or charged to Buyer by Seller for that product or service. Unless otherwise stated in the Purchase Order, all prices are in U.S. dollars.

7. **TAXES.** Unless otherwise provided in the Purchase Order, the price excludes, and Buyer shall pay, if required, all excise, sales, use, transfer, or other taxes, federal, state, and local, in connection with the sale or delivery of the products and/or services to Buyer. Upon request of Buyer, Seller agrees to provide Buyer with certificates, data or other information necessary for any tax exemptions, duty drawbacks, or other tax payments or reporting.

8. **TERMS OF PAYMENT.** Unless otherwise specified on the face of the Purchase Order, payment terms will be net 60 days from the date Buyer receives Seller’s invoice or the date on which the services are performed, as applicable.

9. **QUANTITIES.** Seller must deliver the exact quantities specified. Buyer reserves the right to reject incomplete deliveries and to return, at Seller’s risk and expense, excess quantities delivered.

10. **PACKAGING AND SHIPMENT.** All products shall be packaged, marked, and otherwise prepared for shipment by Seller in suitable containers in accordance with Buyer’s packaging specifications. Seller shall mark on containers all necessary handling, loading, and shipping instructions including Purchase Order number. An itemized packing list shall be included with each shipment. Bills of lading shall be mailed to Buyer in triplicate. Seller shall pay all costs of packaging unless otherwise specified on the face of the Purchase Order.

11. **DELIVERY.** Buyer’s production and marketing schedules are established in part in reliance upon the delivery information specified in the Purchase Order. Time, place and rate of delivery are therefore of the essence in the performance of the Purchase Order. Any provision for delivery in installments shall not be construed as making the obligations of Seller severable. If delivery cannot be made at the specified time and
place, Seller shall promptly notify Buyer of the earliest possible date for conforming delivery and shall provide written notice thereof and obtain written approval for premium freight delivery which shall be paid for by Seller. Notwithstanding such notice, and unless otherwise agreed by Buyer in writing, Seller’s failure to effect conforming delivery shall entitle Buyer to revoke any acceptance without incurring liability to Seller, to cancel this order without incurring liability to Seller, to receive a full refund of any amounts paid, to purchase substitute products elsewhere, to return at Seller’s risk and expense all or any part of a non-conforming delivery and to hold Seller accountable for any loss or additional costs incurred. Buyer’s receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right, or remedy Buyer has under this Purchase Order or under applicable law.

12. **TITLE AND RISK OF LOSS.** Unless otherwise indicated on the face of the Purchase Order, risk of loss for products (other than software products) purchased which conform to this Purchase Order shall pass to Buyer upon delivery to Buyer’s carrier. Title to all products purchased pursuant to Purchase Orders shall pass to Buyer upon receipt of products at Buyer’s facility.

13. **INSPECTION AND REJECTION.** Buyer may inspect and test all products and/or raw materials at reasonable times before, during, and after manufacture. All products shall be received subject to Buyer’s inspection, testing, approval, and acceptance at Buyer’s premises, notwithstanding any inspection or testing at Seller’s premises or any prior payment for such products. All non-conforming products rejected by Buyer shall be, at Buyer’s discretion, (i) returned to Seller at Seller’s risk and expense; (ii) held at Seller’s expense pending Seller’s reasonable disposition instructions; (iii) accepted by Buyer at a mutually agreed equitable reduction in price; (iv) replaced with conforming products; (v) inspected, sorted and reworked; and/or (vi) repaired at no charge to Buyer. If any products are returned in accordance with this Section 6(d), Seller will supply Buyer with an initial failure analysis within twenty-four (24) hours and a containment plan within forty-eight (48) hours and to provide due diligence in obtaining a full failure analysis. In the event that Buyer, in its sole discretion, requires a third party to perform containment activities, inspections, testing, sorting and rework in connection with any products supplied by Seller, Seller shall reimburse Buyer for all such costs incurred. These remedies are in addition to any other remedies Buyer may have under this Agreement or at law or otherwise. At Buyer’s request, Buyer or Buyer’s customers may inspect relevant operations sites of Seller at reasonable times before, during and after manufacture, upon reasonable prior written notice.

Seller shall, and shall ensure that all sub-tier suppliers shall, comply with the security procedures set forth in OS 322327 (the “Security Procedure”). Buyer may, at any time in its sole discretion and upon reasonable notice to Seller, audit Seller for compliance with the Security Procedure.

14. **WARRANTIES/QUALITY.**

A. In addition to any other express or implied warranties, Seller warrants that all products delivered hereunder will be merchantable, new, suitable for the use intended, of the grade and quality specified, and free from all defects in design, material, and workmanship, will conform to all samples, drawings, descriptions and specifications
furnished, and will be free of liens and encumbrances and claims. Seller warrants that software products provided hereunder will perform substantially in accordance with applicable product specifications in effect at the time of delivery. These warranties shall survive any delivery, inspection, acceptance, payment, or resale of the products. These warranties shall be construed as conditions as well as warranties and shall not be deemed to exclude Seller’s standard warranties or their rights or warranties which Buyer may have to obtain. At Seller’s option, Seller, upon consent of Buyer, which shall not be unreasonably withheld, shall replace or repair any products not conforming to the foregoing warranties, and shall correct all software products not performing substantially in accordance with applicable product specifications. If after notice Seller fails promptly to replace or repair promptly any such products, Buyer may do so without further notice, and Seller shall reimburse Buyer for all costs (such as, by way of example not limitation, sorting) incurred thereby. If Buyer is unable to replace or repair any such product or to correct any software product, Seller shall promptly refund to Buyer the full purchase price paid by Buyer for all such products. These remedies are in addition to any other remedies Buyer may have at law or otherwise.

B. Seller warrants that all services performed hereunder will be performed in a workmanlike manner and shall conform, in terms of the nature of the services and the time and place of performance, to the services ordered by Buyer under this Purchase Order.

C. Seller shall not use any Buyer intellectual property for its own benefit or for the benefit of any third party and shall not infringe any Buyer intellectual property in any way. Both parties agree that this clause C. shall be a material obligation of Seller and that any breach of this obligation shall not be remediable for purposes of subsection 23.A.(4).

15. INTELLECTUAL PROPERTY- NONINFRINGEMENT.

A. Any specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information, marketing information or forecasts, or data, written, oral or otherwise, furnished by Buyer or on Buyer’s behalf, are and shall remain Buyer’s sole and exclusive property, and shall be returned promptly to Buyer or Buyer’s designee (together with all copies) upon Buyer’s request. All such property shall be treated as confidential, and shall not be used or disclosed by Seller except as required in the course of performing this or other Purchase Orders for Buyer. Seller agrees to maintain the confidentiality of this Agreement, both its existence and conditions, unless disclosure is required by law. Seller shall have no right to use any of Buyer’s trademarks without prior written permission from Buyer. Unless otherwise agreed in writing, information and material furnished or disclosed by Seller to Buyer shall not be considered to be confidential or proprietary, and shall be acquired by Buyer free of restrictions of any kind.

B. Any copyrightable product made, designed, or developed for Buyer in connection with the performance of this Purchase Order shall be a “work made for hire” within the meaning of Section 201 of the Copyright Law of 1976. Seller hereby assigns to Buyer any and all works, inventions, discoveries, computer programs, software, data, technologies, designs, innovations, improvements, products, developments and other materials and the related patents, copyrights, trademarks, trade names, and other
industrial and intellectual property rights and applications therefore, made or conceived by Seller or its agents or employees in connection with the performance of this Purchase Order. Seller hereby appoints any of Buyer’s officers as its duly authorized attorney, and Seller agrees to cooperate to the extent Buyer may reasonably request, for the purposes of executing, filing, prosecuting, and protecting and enforcing the foregoing.

C. Seller represents and warrants that the products and services delivered or performed hereunder do not infringe any United States or foreign patent, trademark, trade secret, or copyright, or any other proprietary, intellectual property, industrial property, contract, or other right held by any third party. Seller shall defend at its own expense any suit or action brought against Buyer based on a claim that Seller’s goods infringe on any patent or copyright or other intellectual property right, and shall pay all costs and damages awarded therefrom. If use of Seller’s goods is enjoined, Seller shall at its option and own expense either produce for Buyer the right to continue to use the goods, or replace them with a substantially equivalent non-infringing good, or modify the goods so they become non-infringing.

16. TOOLS AND EQUIPMENT. All tools, dies, molds, patterns, jigs, masks, test specifications and fixtures, adapting and interconnecting mechanisms, and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements, shall remain Buyer’s property. Seller shall safely store and maintain such property separately from Seller’s property, shall plainly identify such property as Buyer’s property and shall not use such property except in filling this or other Purchase Orders for Buyer. All such property shall be held at Seller’s risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Buyer named as loss payee and shall be returned promptly to Buyer or Buyer’s designee upon Buyer’s request. Seller shall, at its own expense, perform preventative maintenance in a commercially reasonable manner unless otherwise specified.

17. CHANGES.

A. Buyer may, at any time and from time to time, by written notice to Seller, make changes including but not limited to specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If any such change causes a material increase or decrease in Seller’s cost or the time for performance, an equitable adjustment shall be mutually agreed to concerning the price or delivery schedule, or both. Any claim by Seller for adjustment under this Section 17 shall be deemed waived unless made in writing within 10 days after receipt of written notice of the change. Nothing contained in this Section 17 shall excuse Seller from diligently proceeding with the order as changed.

B. Production material Sellers shall not substitute other items or revise specifications from those specified in this Purchase Order and/or Agreement without the prior written consent of Buyer. Seller shall notify the Buyer Purchasing Representative in writing of any proposed change to the Product(s) or to the manufacturing process of the Product(s) no later than ninety (90) days prior to the shipment date of such Product(s). At the sole discretion of Buyer, proposed changes may require re-approval of any affected parts. Process changes include but are not limited to: a change that incorporates addition, deletion or merging of processing methods, supplier initiated specification changes, change in manufacturing location, change in
major equipment (i.e. use of new or modified equipment, machine, tool, jig, etc. or equipment/tooling that was inactive for volume production for six (6) months), method change in supplier of raw or bulk material, use of raw or bulk material that was stored for more than one (1) year, or change in manufacturing methods (i.e. manual to automatic or spot weld to arc weld). Within thirty (30) days upon receipt of such notice, Buyer will provide written acceptance, disallowance of any proposed change that may affect Buyer Production Material, or request from Seller additional time to evaluate the proposed change. If Buyer disallows the proposed change, then Seller shall continue to deliver unchanged Product(s) and adhere to the manufacturing process of the Product(s) in accordance with the provisions of this Purchase Order and/or Agreement.

18. **END of LIFE (EOL).** Notwithstanding anything to the contrary in this Purchase Order, Seller will notify Buyer of its intent to End of Life any products from its manufacture on the same basis as it notifies its customers generally. Seller will use all commercially reasonable efforts to provide no less than nine (9) months notice before such End of Life. Buyer may place additional Purchase Orders for such products (or service parts) for six (6) months after EOL date and Seller shall accept such Purchase Orders with schedule deliveries extending up to twenty-four (24) months beyond EOL date.

19. In recognition of Buyer responsibilities to its customers concerning compliance with current and developing End of Life (EOL) legislation, Seller agrees to be End of Life Vehicles (ELV) compliant for parts supporting automotive products and for both automotive and non automotive products comply with Section 21 below. Production material Seller shall provide Buyer with required information concerning the material and chemical content of the components and/or materials supplied to Buyer under this Agreement. Seller shall provide this information in the format as requested by Buyer. For components and/or materials which are used in automotive products, the Seller shall enter the requested information into the International Material Data System (IMDS) [www.mdsystem.com](http://www.mdsystem.com) and submit the information to Buyer IMDS account (Company IMDS ID 16714). For non-automotive applications, material content information will be requested from Seller in an equivalent format.

Where proprietary concerns arise related to material content disclosure, Seller will work with Buyer in order to identify and deliver satisfactory material content information in compliance with all applicable laws, Buyer requirements and Buyer’s customers’ requirements. It is expected that Seller will provide complete chemical disclosure of the materials supplied or the materials used in components supplied to Buyer.

20. **SOFTWARE.**

A. With respect to the software products, if any, provided by Seller, Buyer and Seller intend and agree that such software products are being licensed and not sold, and that the words “purchase”, “sold”, or similar or derivative words are understood and agreed to mean “license”. Seller shall retain ownership of and title to all software products provided hereunder, notwithstanding anything to the contrary stated herein.

B. Seller hereby grants Buyer a royalty-free, nonexclusive perpetual license to use software products provided hereunder for Buyer’s internal business purposes on
the hardware products provided hereunder, to use the related documentation for Buyer’s internal business purposes, and to sublicense and distribute such software products and documentation in connection with the sale of products incorporating such hardware products.

21. COMPLIANCE WITH LAWS. Seller shall comply with all applicable laws, ordinances, codes, rules, regulations, and orders in the performance of this Purchase Order, including, without limitation, U.S. Export regulations, the Occupational Safety and Health Act, the Fair Labor Standards, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Equal Opportunity Clauses of the affirmative action regulations under Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, including the Equal Opportunity Clauses and all reporting requirements of the Office of Federal Contract Compliance, Executive Order 13201, applicable Restrictions on Hazardous Substances (ROHS), and the California Transparency in Supply Chains Act. At the request of Buyer, Seller shall provide appropriate certifications of compliance and full material disclosure for any product or material supplied under this Purchase Order. Seller shall obtain all permits or licenses required in connection with the manufacture, sale, shipment, and installation of the products ordered hereby. For matters not addressed herein, non-U.S. Sellers shall act in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

22. GOVERNMENT CONTRACT. The following is applicable to Purchase Orders which specify a U.S. government contract number or otherwise indicate that the materials purchased are intended for use under government contracts or subcontracts. Buyer and Seller agree that the products acquired hereunder are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. Notwithstanding any other provision of this Purchase Order, Buyer may cancel this Purchase Order as a “termination for convenience” as described at FAR 52.249-2, except that the terms “Government” and “Contractor” shall refer to Buyer and Seller, respectively; “120 days” in paragraph (c) shall be changed to “60 days”; “1 year” in paragraph (d) shall be changed to “6 months”; and “90 days” in paragraph (k) shall be changed to “45 days.” Absent a written agreement to the contrary, all technical data shall be provided to Buyer with “unlimited rights” as defined in FAR 52.227-14. This Purchase Order shall be subject to and deemed to incorporate all other FAR, DFARs, or supplemental clauses and provisions contained in Buyer’s contracts and subcontracts which are applicable to Seller, including but not limited to FAR clauses 52.244-6 (Subcontracts for Commercial Items and Commercial Components); 52.212-4 (Contract Terms and Conditions - Commercial Items); 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items); 52.222-21 (Prohibition of Segregated Facilities); 52.222-22 (Previous Contracts and Compliance Reports); 52.222-26 (Equal Opportunity); 52.222-35 (Affirmative Action for Disabled, Vietnam Era, and Other Eligible Veterans); and 52.222-36 (Affirmative Action for Workers with Disabilities), 52.222-37 (Employment Reports on Veterans), ITAR Regulation DFAR 252.204-7008, and 52.222-39 (Notification of Employee Rights Concerning Payment of Union Dues or Fees).

23. CANCELLATION & TERMINATION.
A. Buyer may, by written notice to Seller, cancel the whole or any portion of this Purchase Order in the event of (1) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller, (2) the appointment, with or without Seller’s consent, of any trustee or receiver for any substantial portion of Seller’s assets, (3) any assignment for the benefit of Seller’s creditors, or (4) Seller’s breach of any provision contained herein. In the event of any such cancellation, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, products or services comparable to the products or services covered by the Purchase Order so terminated, and Seller shall be liable to Buyer for any and all excess cost of such comparable products or services. In the event of any such cancellation, Buyer may require Seller to deliver, in the manner and to the extent directed by Buyer, any completed or partially completed products, against Buyer’s payments of the portion of the price properly allocable to such products. Seller shall continue performance of this Purchase Order to the extent not canceled. Except to the extent specifically set forth herein, Buyer shall have no obligation or liability to Seller in respect of the canceled portion of this Purchase Order. Buyer’s rights set forth in this Section 23 shall be in addition to Buyer’s other rights in the event of Seller’s default. Notwithstanding the foregoing, Seller shall not be liable to Buyer for excess costs or other damages if Seller’s default is due to a cause beyond its reasonable control and without its negligence.

B. Termination for Convenience: Buyer may terminate this Purchase Order at any time upon a fourteen (14)-day written notice of termination to Seller. Upon receipt of such notice, Seller shall immediately cease to incur expenses pursuant to this Purchase Order, unless otherwise directed in the termination notice. Seller shall promptly notify Buyer of costs incurred to date of termination, and Buyer shall pay all such reasonable documented supportable costs within sixty (60) days after receipt. Seller shall exercise reasonable effort to restock standard or off the shelf components at no cost to Buyer. Any applicable raw materials shall be used for Seller’s other customer requirements.

C. If either party fails to perform any of its material obligations under this Purchase Order and does not remedy such failure within thirty (30) days (seven (7) days for delivery defaults) after receipt of written notice thereof, the other party may terminate all or any part of this Purchase Order by written or telegraphic notice to the breaching party without the other party incurring liability for cancellation charges or otherwise.

D. All of Seller’s obligations in Sections 3, 6, 10, 11, 12, 14, 15, 24 and 27 of this Purchase Order shall survive the cancellation, termination, or completion of this Purchase Order.

24. INDEMNIFICATION. Seller shall defend, indemnify, and hold Buyer harmless against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorney’s fees and court costs, and shall defend all actions and proceedings at its sole expense, resulting from the breach or alleged breach of any representation, warranty or agreement made by seller in this Purchase Order.

25. INSURANCE AND STATUTORY OBLIGATIONS. If Seller’s work under this Purchase Order involves operations by Seller on Buyer’s or customer’s premises or at any place where Buyer conducts operations, or involves material or equipment furnished by Buyer to Seller in connection with this Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the
performance of such work. Seller shall maintain public liability insurance and employer’s liability and worker’s compensation insurance and shall indemnify and hold harmless Buyer from such risks and from any statutory liabilities arising in connection therewith. Seller shall, upon request, provide Buyer with evidence of such insurance.

26. **ASSIGNMENT/SUBCONTRACTING.** Seller shall not assign this Purchase Order, and shall not assign, delegate or subcontract any obligations under this Purchase Order, without the prior written consent of Buyer. Any attempted assignment is void. A change of majority ownership or control of Seller shall constitute an assignment by Seller for purpose of this Section 26.

27. **CONFIDENTIALITY.** Seller agrees that all information furnished or disclosed by Buyer to Seller in connection with the placing or filling of a Purchase Order or any services related thereto shall be treated as confidential and Seller shall hold and protect such information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. Seller shall not refer to Buyer in any advertising, press release, client list or other promotional or marketing material nor shall Seller use the Buyer’s name or corporate logo or any Buyer trademarks, service marks, or marks of any similar likeness without express prior written permission from Buyer.

28. **FORCE MAJEURE.** Neither party will be responsible or liable in any way for failing to perform its obligations under this Purchase Order during any period in which performance is prevented or significantly delayed by causes beyond its reasonable control and without its own fault or negligence, including, without limitation, acts of God, acts of civil or military authority including governmental priorities, fire, flood, war, embargo, explosions, riots, terrorist attacks and orders of any governmental authority. If the delay lasts more than 15 days, or if the party whose performance is affected by the delay does not provide reasonably adequate assurance that the delay will cease within 30 days, then the party to whom performance is due shall have the right, at its sole discretion, to terminate this Purchase Order upon immediate written notice without further liability or penalty of any kind. The party seeking to delay performance under this Section 28 must send written notice of the delay and the reason therefor to the other party as soon as is practicable.

29. **WAIVER.** The failure of Buyer to insist in any instance upon the strict performance of any provision of this Purchase Order, or to exercise any right or privilege granted to Buyer hereunder, shall not be construed as a waiver of such provision or right.

30. **GOVERNING LAW.** This Purchase Order and the rights and obligation of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any litigation shall be initiated and conducted in the courts of Middlesex County, Massachusetts and the parties consent to their exclusive jurisdiction regarding such.

31. **AUTHORIZATION.** Seller represents and warrants that they are duly authorized to execute, deliver and perform this Purchase Order, and the person signing on the Seller’s behalf has the power and authority to do so.