

. Purchaser shall not be bound by any acknowledgment, form or other instrument that purports to relate to this Order unless Purchaser has expressly agreed to be so bound in writing. The parties acknowledge and agree that no trade usage or prior course of dealings shall be relied on or employed by either party in connection with any interpretation or construction of this Order.

3. . (a)

Purchaser may cancel this Order (or any portion thereof):

- (i) At any time prior to the date on which the Products are packaged for shipment.
- (ii) If Supplier fails to make delivery of the Products or to perform the services within the time specified herein or any extension thereof.
- (iii) Supplier fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, or Supplier fails to provide Purchaser, in writing, within the time specified by Purchaser, adequate assurances of performance by Supplier.
- (iv) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy.

(b) Supplier shall continue performance of this Order to the extent not cancelled. Purchaser shall have no obligations to Supplier in respect to the cancelled part of this Order except as herein provided. Purchaser's rights as set forth herein shall be in addition to any other rights in case of Supplier's default.

4. . Whenever Supplier has knowledge that any actual or potential issue, event, or circumstance is delaying or threatens to delay the timely performance of this Order, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Purchaser.

5. . Purchaser shall pay the Purchase Price for the Products as set forth on the Purchase Order per the terms as defined on said Purchase Order following the date of receipt. Payment shall not constitute final acceptance. Purchaser may offset against any payment hereunder any amount owed to Purchaser by Supplier.

6. . Supplier acknowledges and agrees that no U.S. state, and local taxes of any kind shall be applicable to the sale of t Shipping and Delivery terms

bailed by Purchaser hereunder are the property of Purchaser and shall be returned to Purchaser at its request.

13. Supplier shall indemnify, defend and hold Purchaser and Purchaser's customers (hereinafter collectively referred to as "Indemnitees") harmless from and against any claim, suit or proceeding ("Claim") brought against Indemnitees by a third party asserting that the Products, or any part thereof, furnished under this Order, or Purchaser's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right of a third party, and Supplier shall pay all damages and costs awarded against and reasonable expenses incurred by Indemnitees in connection with such Claim including reasonable attorneys' fees. In the event such Products or use thereof are enjoined in whole or in part, Supplier shall at its expense and option undertake one of the following: (i) obtain for Indemnitees the right to continue the use of such Products; (ii) in a manner acceptable to Indemnitees, substitute equivalent goods or services or make