



## Purchase Terms and Conditions

These Purchase Terms and Conditions apply to the purchase of the goods and/or services ("Products") identified in a purchase order issued by Buyer to Seller which references these Terms. The Buyer and Seller are identified on the face of the purchase order. If no Buyer is identified, the Buyer is QuinStar Technology, Inc ("QuinStar")

In the event the articles, supplies, material and/or services covered by this Purchase Order are intended to be used directly or indirectly in the performance of a contract with the United States Government, or with a prime or subcontractor of the said Government, this order shall be deemed to include, in addition to all the terms and conditions set forth herein, all applicable provisions of such contracts, laws, executive orders and regulations of the United States required to be incorporated in this type of contract.

Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

Seller is deemed to have accepted these Purchase Terms and Conditions as soon as:

- QuinStar receives an Order Acknowledgement; or
- Seller begins performance; or
- Seller delivers all or any part of the Goods or provides any of the Services ordered by QuinStar; or
- QuinStar receives an invoice from Seller for all or any part of the Goods or Services; or
- Seller expressly acknowledges or otherwise indicates acceptance.

Any terms or conditions of any quotation, invoice, or acknowledgment of Purchase Order or other document of Seller—whenever executed—that are inconsistent with these Purchase Terms and Conditions are not binding on QuinStar and are not part of the agreement for the purchase of the Goods or Services, despite any provision to the contrary in any document of Seller. These Purchase Terms and Conditions are not subject to partial acceptance by Seller. QuinStar may at any time correct its clerical errors in its Purchase Order or in any other document related to the purchase of the Goods or Services. All specifications, drawings, and data submitted to Seller with the Purchase Order are incorporated and made a part of these Purchase Terms and Conditions.

The buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the item to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting the Purchase Order

### 2. PRICE, PAYMENT, PACKING and SHIPPING

#### a. Price

This is a firm price order. Unless otherwise expressly specified, the prices are stated in U.S. dollars. Buyer shall not be bound to any prices or delivery to which it has not specifically agreed to in writing

Seller may not bill QuinStar at prices higher than those specified in the Purchase Order unless authorized by a change notice signed by a duly authorized QuinStar officer. Seller represents that the price billed is Seller's lowest price to buyers similar to QuinStar. Seller agrees to apply any subsequent price reduction in these Goods or Services to this Purchase Order even after this order is placed. Unless otherwise specified in the Purchase Order, the prices include all charges for Seller's boxing, packing, crating, storing, handling, and delivering to the F.O.B. point.

#### b. Payment

Unless otherwise specified in the Purchase Order, payment terms are net cash 30 days after the later of QuinStar's receipt of:

- Seller's invoice; or
- conforming Services or Goods with QuinStar's verification of weight, quantity, or grade of any Goods.

Invoices shall be dated no earlier than date of shipment or delivery of service.



QuinStar is entitled to any cash-discount terms indicated on this Purchase Order, on any Seller invoice of Seller, or otherwise available to Seller's customers. The cash-discount period will be calculated upon receipt of invoice, required delivery date, or date of any applicable discrepancy is resolved, whichever date is later.

QuinStar may withhold payment for rejections, delivery delays, or Seller's errors and omissions without losing any cash-discount privilege.

Buyer's payment of an invoice shall not constitute acceptance of the Goods and/or Services and shall be subject to appropriate adjustment for Seller's failure to meet the requirements of this Purchase Order.

### **c. Packing and Shipping**

Seller must suitably pack Goods:

to ensure against damage from weather and transportation:

to secure lowest transportation costs; and

to conform to the requirements of common carriers and any applicable specifications.

QuinStar may specify the shipment routing. If not specified, Seller shall route shipments to achieve the lowest freight rate. Each shipment notice must be delivered to QuinStar immediately upon shipment and must include any car number, routing, and any other shipment information QuinStar requests. QuinStar has the right to direct shipments as required by its production, storage, and sales. QuinStar's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders.

No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.

QuinStar's count or weight is final and conclusive on shipments not accompanied by a packing list.

### **3. DELIVERY**

Seller must make deliveries at the times and in the quantities specified in the Purchase Order. Seller must not make shipments in advance of schedule without QuinStar's written consent. QuinStar has no obligation to purchase any Goods or Services more than or different from those specified in the Purchase Order. Any Goods shipped beyond the quantity ordered may—at QuinStar's sole discretion—be returned to Seller for full credit or held by QuinStar for Seller's instructions as to disposal, in either case at Seller's risk and expense. QuinStar—in addition to any other rights or remedies it may have—may refuse to accept delivery of all or any part of a late delivery. QuinStar may expedite routing if necessary to recover time lost by Seller's failure to meet schedule; Seller must pay any excess transportation costs. Any parts rejected for damage or that QuinStar determines do not meet the drawings or specification requirements will be returned to the Seller freight collect. Return shipments of repaired or replacement parts will be shipped to QuinStar at Seller's cost via the method specified by QuinStar. QuinStar reserves the right to credit any excess shipping costs against Seller's account, unless expedited delivery is specifically approved via Purchase Order or Change Order. Without penalty, QuinStar may postpone or cancel any Goods or Services that are not shipped or provided at the time specified in the Purchase Order. Unless otherwise specified in the Purchase Order, Seller shall deliver Goods F.O.B. QuinStar's place of business. Seller bears the risk of loss until conforming Goods are delivered at QuinStar's place of business.

No substitutions of materials or accessories may be made without written permission from Buyer.

Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under Paragraph 12.

### **4. INSPECTION AND REJECTION**

All Goods are subject to inspection and testing at the place of manufacture, at the destination, or at both—even if a payment has been made. At QuinStar's option, the Goods may be inspected at Seller's plant by a QuinStar representative and a representative of the prime contractor or the government if a government contract number appears on the face of this Purchase Order. QuinStar's acceptance of any Goods does not change the Seller's warranties in the Purchase Order. If QuinStar finds any Goods to be defective in



material or workmanship (including Goods damaged due to Seller's packaging) or otherwise not in strict conformity with the requirements of the order at any time, QuinStar—in addition to any other rights it may have under warranties or otherwise—may:

- reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery;
- return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods;
- upon written notice, require Seller to replace any rejected Goods without additional cost to QuinStar; or
- retain and use the Goods with an equitable reduction in purchase price.

Seller must notify QuinStar immediately if Seller discovers nonconforming product has been shipped to QuinStar.

Payment for any goods or services shall not be deemed conclusive acceptance and in no event shall Buyer incur any liability for payment for rejected goods for service.

## 6. CHANGES

By written notice to Seller, QuinStar may, at any time and from time to time, issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the item to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting the Purchase Order.

If the change increases or decreases the cost of performing this order or the time required for its performance, an equitable adjustment in prices or delivery schedules will be made. Seller must present the adjustment in writing to QuinStar within 30 days from the date QuinStar orders the change and any adjustment is subject to QuinStar's acceptance.

## 7. WARRANTIES

Seller warrants:

- that all Goods delivered under this Purchase Order will be merchantable as defined in the Uniform Commercial Code and free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. (including damage due to Seller's packaging);
- that all Goods and Services will be strictly in accordance with QuinStar's specifications, drawings, and approved samples, if any; and
- that all Goods not manufactured from detailed designs provided by QuinStar will be free from design defects and suitable for the intended purposes.

Seller's warranties will not be waived or otherwise affected by QuinStar's approval of any samples or by QuinStar's acceptance of or payment for any Goods or Services.

Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Buyer and/or Buyer's suppliers

## 8. INDEMNIFICATIONS

### a. Proprietary Rights

Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mast work, copyright or trademark, of any third party, either directly or contributory.

Seller must defend, hold harmless, and indemnify QuinStar, its successors, assigns, customers, and other users of the Goods and Services from and against all liability, loss, damages, and expenses including attorney's fees by reason of any and all claims and suits charging injury or charging infringement or other misuse of any patent, trademark, copyright, trade secret, or other proprietary right arising out of the sale or use of any Goods or Services provided under the Purchase Order except that Seller will have no liability with respect to patent infringement for Goods for which QuinStar furnishes complete specifications.

In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoyed, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue to



using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.

#### **b. Product Liability**

Seller must defend, hold harmless, and indemnify QuinStar, its successors, assigns, customers, and other users of the Goods and Services from and against any and all liability, loss, damages, and expenses including attorney's fees resulting from any alleged or claimed defect in any Goods, whether latent or patent, including allegedly improper construction and design, from the failure of any Goods or Services to comply with specifications or with any express or implied warranties of Seller, or from any other breach by Seller of its obligations under these terms and conditions or arising out of the alleged violation of any statute, ordinance, administrative order, rule, or regulation connected with the manufacture or sale of Goods or Services. Seller further agrees to obtain and maintain during the life of this agreement at its expense appropriate liability insurance including, without limitation, product liability insurance, with a vendor's endorsement, in such form and amount and in such company or companies as may be approved by QuinStar in writing. Satisfactory evidence of such insurance shall be submitted to QuinStar upon request. For this paragraph, Goods includes any packaging supplied by Seller.

#### **c. Workers Compensation**

Seller must defend, hold harmless, and indemnify QuinStar from and against claims for death or injury to Seller or any of Seller's personnel arising while the personnel are on premises owned or controlled by QuinStar to complete this order. Seller must maintain public liability, property damage, and employer's liability and workers compensation insurance as will protect Buyer and Buyer's customer from said risk and from any claims under any applicable worker compensation and occupational disease acts in minimum amounts as may be specified by QuinStar from time to time covering Seller's personnel while on QuinStar's premises.

#### **d. Warranties, Indemnities, and Remedies**

Seller's warranties and indemnities in these Purchase Terms and Conditions are not exclusive. These warranties and indemnities are in addition to any other warranty, indemnity, or remedy given to QuinStar by Seller or available to QuinStar under law. All warranties, indemnities, and remedies—including without limitation service warranties—survive QuinStar's acceptance of and payment for any Goods or Services. Seller's attempt to limit its liability under, or to restrict the application of, its warranties or indemnities in these Purchase Terms and Conditions or provided by the law will have no effect.

Where applicable, the Seller warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States. Seller further warrants that it has obtained all permits, licenses, and certifications necessary for the goods to be exported out of the country of origin, imported in the United States, delivered to Buyer and used or sold within the United States.

### **9. QUINSTAR PROPERTY**

Unless otherwise agreed to in writing, layouts, models, tools, gauges, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical proprietary information, special appliances, and other equipment, supplies, or material of every description will remain the property of QuinStar. This includes all property QuinStar provides to Seller and any replacement of property QuinStar provides to Seller, as well as any material affixed or attached to it. This property and whenever practical each individual item, must be:

- plainly marked or otherwise adequately identified by Seller as "property of QuinStar Technology, Inc.";
- safely stored separately from Seller's property; and
- made available to QuinStar for examination at any time.

Seller must not substitute any property for QuinStar's property and must not duplicate or otherwise use the property except in filling QuinStar's orders. While in Seller's custody or control, QuinStar's property is held at Seller's risk. Seller must keep the property insured at Seller's expense in the amount equal to the replacement cost with loss payable to QuinStar. Seller must provide QuinStar with a copy of the insurance policy on request. Seller must maintain the property in good condition at Seller's expense. The property is subject to removal at QuinStar's written request, in which event Seller must prepare the property for shipment and redeliver the property to QuinStar in the same condition as originally received by Seller, reasonable wear and tear expected. Any special tooling



included or substantially included in the price of this order becomes the property of QuinStar upon completion of this order. Seller must return the special tooling to QuinStar or dispose of the special tooling as QuinStar directs or approves.

## **10. USE OF AND RESPONSIBILITY FOR PROPRIETARY INFORMATION**

*Proprietary Information* includes all designs drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer list or other customer information (“Confidential Information”) furnished by QuinStar for this order. Seller must keep all Proprietary Information confidential, whether or not labeled “confidential.” Seller must not, without QuinStar’s written consent, use Proprietary Information except in completing this order or other orders from QuinStar. Seller is responsible for and assumes the risk of loss or damage to or from misuse of Proprietary Information and may not make any changes to the Proprietary Information without QuinStar’s written consent. Seller shall not make any copies of Confidential information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer’s request, Seller shall promptly return to Buyer all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Seller’s possession. Seller shall use Confidential Information solely for Seller’s performance of this Purchase Order for Buyer, and Seller shall not, without Buyer’s written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.

## **11. BREACH BY SELLER**

In addition to all other remedies and damages available to QuinStar at law or under these Purchase Terms and Conditions, Seller will be liable for all losses suffered by QuinStar directly or indirectly caused by Seller’s failure to timely fill any order or from any other breach by Seller of these Purchase Terms and Conditions. Despite anything in these Purchase Terms and Conditions to the contrary and in addition to all other remedies and damages available to QuinStar, if Seller fails to deliver conforming Goods or Services at the time specified in these Purchase Terms and Conditions or to comply with any other provision of this Purchase Order, or if Seller becomes insolvent or commences an act of bankruptcy, QuinStar may:

- cancel the whole or any part of the Goods or Services ordered with no liability to Seller;
- purchase substitute Goods or Services for those ordered from Seller with Seller paying to QuinStar any cost above the order price in the Purchase Order; or
- elect to take title to any of Seller’s work-in-process and pay Seller its cost.

## **12. TERMINATION WITHOUT CAUSE**

Without further liability to Seller, QuinStar may cancel this Purchase Order at any time—despite Seller’s acceptance and despite anything in these Purchase Terms and Conditions to the contrary—if QuinStar is unable to use the Goods or Services because of:

- accident;
- labor shortage, strike, or other labor difficulty;
- fire, explosion, flood, earthquake, or adverse weather conditions;
- transportation delay or lack of transportation facilities;
- federal, state, county, local government, or government agency laws, rules, regulations, orders, proclamations, or decrees;
- shortage of fuel, power, materials, or supplies; or
- any cause beyond the control of QuinStar.

QuinStar may otherwise terminate this order in whole or in part, without cause, by (written or electronic) notice to Seller. QuinStar will be liable for the value of conforming Goods and Services supplied to QuinStar as of the termination date plus any actual costs incurred by Seller required for the timely delivery of Goods scheduled on the Purchase Order. Seller must notify QuinStar of Seller’s termination claim and amount within 30 days after the termination date.

QuinStar is not liable for Seller’s lost profits or incidental, consequential, or special damages.

## **13. NO WAIVER**

QuinStar’s failure to insist on any one or more rights under this Purchase Order or under these Purchase Terms and Conditions does not waive or relinquish QuinStar’s future exercise of that right; rather, Seller’s obligation to future performance continues in full force and effect.



## 14. PATENT RIGHTS

Seller must promptly disclose to QuinStar all discoveries, inventions, and designs—whether or not patentable or copyrightable—conceived or reduced to practice by Seller or its employees in connection with supplying any Goods under this Purchase Order for which QuinStar provides the specifications. All such discoveries, inventions, and designs become QuinStar’s property. Upon request, Seller and its employees must execute all documents reasonably requested by QuinStar to assign such discoveries, inventions, and designs to QuinStar and to cause, at QuinStar’s expense, patent applications to be filed on them in favor of QuinStar. QuinStar has sole discretion to decide whether to file and prosecute the patent applications.

## 15. COMPLIANCE WITH APPLICABLE LAWS

In completing this Purchase Order, Seller agrees to comply with all applicable laws, statutes, rules, regulations, and orders of the United States Government or of any state or political subdivision, which are incorporated in these Purchase Terms and Conditions by reference.

Upon request, Seller must provide certificates of Seller’s compliance with any such laws, statutes, rules, regulations, and orders to QuinStar, in such form as QuinStar may designate.

Without limiting the generality of the foregoing, Seller agrees that it will include the following statement on all invoices issued by Seller under this Purchase Order:

*The Seller represents that in producing the Goods and performing the Services covered by this Purchase Order, it has fully complied with all provisions of the Fair Labor Standards Act of 1938, as amended.*

## 16. EXPORT AND IMPORT CONTROLS

### a. Obligation to Register

If Seller is a United States company that engages in the business of manufacturing or exporting defense articles or furnishing defense services, Seller certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

### b. Obligation to Control Disclosure and Access

Seller must control the disclosure of and access to technical data, information, and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to ITAR. Seller agrees that no technical data, information, or other items provided by QuinStar for this Purchase Order will be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Seller, without obtaining:

QuinStar’s express written authorization; and  
the appropriate export license, technical assistance agreement, or other requisite documentation for ITAR-controlled technical data, information, or other items.

Seller must indemnify QuinStar for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by QuinStar if Seller violates any such laws or regulations.

### c. Obligation to Notify of Change in Status

Seller must immediately notify QuinStar if it is or becomes listed on any excluded or denied party list of a federal agency or if its export privileges are denied, suspended, or revoked.

## 17. DEBARMENT

Seller and its individual principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Seller must provide immediate written notification to QuinStar upon any change in status.

## 18. TAXES



Unless otherwise indicated in this Purchase Order, Seller acknowledges that the prices in this Purchase Order:

do not include any state or local sales, use, or other taxes from which an exemption is available for purposes of this Purchase Order; and

do include all other applicable federal, state, and local taxes in effect at the date of this Purchase Order.

Seller agrees to accept any use tax exemption certificates when supplied by QuinStar if acceptable to the taxing authorities. If a determination is ever made that Seller was not required to pay any taxes included in these prices, Seller agrees to notify QuinStar, to promptly apply for a refund, to take all proper steps to procure the refund, and to pay the refund amount to QuinStar upon receipt.

## **19. ASSIGNMENT, SET OFF, AND SUBCONTRACTING**

Seller may not assign this Purchase Order ~~or claims for moneys or to become due under~~ without QuinStar's written consent. QuinStar may set off any amounts due to Seller under this Purchase Order against any amounts due to QuinStar from Seller under this Purchase Order or otherwise. Seller may not subcontract out the Goods or Services ordered under this Purchase Order in completed or substantially completed form without QuinStar's written approval.

## **20. NOTICE OF LABOR DISPUTES**

Whenever Seller has knowledge that an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller must immediately notify QuinStar and include all relevant information.

## **21. ADVERTISING AND NEWS RELEASES**

Seller must not advertise, publish, issue any news releases, make any public announcement, or deny or confirm a statement that Seller has provided or contracted to provide QuinStar with any Goods or Services

## **22. NON-DISCRIMINATION IN EMPLOYMENT**

In accordance with Executive Order 11246, Seller agrees not to discriminate against any employee or employment applicant because of race, religion, sex, sexual orientation, gender identity, age, color, or national origin. Seller will take affirmative action to ensure that equal employment opportunity is implemented in all aspects of their employment practices. All other applicable provisions of the rules and regulations of the Office of Federal Contract Compliance are incorporated in these Purchase Terms and Conditions by reference.

## **23. GENERAL**

If a court of competent jurisdiction finds any provision in these Purchase Terms and Conditions to be unenforceable or invalid, the remaining provisions will continue with the same effect as if the unenforceable or invalid provision had not been a part of these Purchase Terms and Conditions.

## **24. COUNTERFEIT PARTS**

Only new and authentic materials are to be used in products delivered to QuinStar (Buyer). No counterfeit or suspected counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMS/OEMS, or through the OCMS/OEMS franchised distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM.

If suspect or counterfeit parts are provided under this Purchase Order and are found in any of the Goods delivered under these Purchase Terms and Conditions, QuinStar will impound the items. Seller must promptly replace the suspect or counterfeit parts with parts acceptable to the QuinStar. Seller will be liable for all costs relating to the removal and replacement of these parts, including—without limitation—QuinStar's external and internal costs of:

- removing the counterfeit parts;
- reinserting replacement parts; and
- testing the installed replacement parts.

Seller will be fully liable for all such costs, even if the cost might be considered indirect, special, or consequential damages. This may include further part-level testing, communications with the part's supposed OCM (original component manufacturer), and third-party analysis. The part must not be returned to supplier for refund or replacement but may be returned to supplier to allow supplier to conduct an internal investigation under controlled conditions that would preclude resale of the suspect parts into the supply chain. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.



## 25. CONFLICT MINERALS

Seller warrants that Seller's products supplied for this Purchase Order do not contain conflict minerals originating in the Democratic Republic of Congo (DRC) and adjoining countries per Section 1502 of the Dodd-Frank Act. By accepting these Purchase Terms and Conditions, Seller agrees to timely respond to any request by QuinStar for information on the source of conflict minerals. Information provided may be used to comply with reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

"Conflict minerals" refer to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. Suppliers must provide certification on CFS smelter compliance and a completed EICCGeSIDD survey.

## 26. CODE OF CONDUCT

QuinStar is committed to conducting its business ethically and lawfully. QuinStar expects that Seller will also conduct its business ethically and lawfully.

**27. ASSIGNMENT.** Seller may not assign, transfer or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.

**28. GOVERNING LAW.** This Purchase Order shall be governed by the laws of the State of California, U.S.A., except for its provisions regarding principles of conflicts of laws, and except to the extent that federal communications law shall apply. Any court action arising under this order shall be venued in Los Angeles County, U.S.A., in either federal or state court, as is appropriate.

**29. ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in the General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representative, with respect to the subject matter are hereby superseded. This agreement may not be modified except by mutual written agreement of the Buyer and Seller.

**30. TITLE; RISK OF LOSS.** Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer. All goods shall be shipped prepaid, unless otherwise agreed upon by both parties, and F.O.B to the Buyer's main address or other address provided to the Seller.

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