

STANDARD TERMS AND CONDITIONS
NATHAN TROTTER & CO., INC.

1. Applicability; Acceptance.

- (a) Applicability. These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of goods (“**Goods**”) by Nathan Trotter & Co., Inc. (“**Seller**”) to any party for which Seller agrees to manufacture or supply the Goods (“**Buyer**”). These Terms apply to: (i) all proposals and quotations submitted by Seller; (ii) all purchase orders received by Seller; and (iii) all sales of goods and services sold by Seller. The quotation, confirmation of sale, shipping documents and/or invoice issued by Seller to Buyer (the “**Sales Documents**”) and these Terms (together with the Sales Documents, the “**Agreement**”) comprise the entire agreement between the parties, and, except as set forth in Section 1(d), supersede all prior or contemporaneous understandings, negotiations, and communications, whether written, oral or implied from past dealings. The Agreement is the final, complete and exclusive statement of agreement of Buyer and Seller.
- (b) Relation to Buyer’s Terms. The Agreement prevails over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend the Agreement.
- (c) Buyer’s Acceptance. All orders for Goods from the Seller are expressly conditioned on Buyer’s assent to these Terms, including without limitation any terms contained in the Terms that are different from or additional to any terms contained in Buyer’s terms and conditions. Upon receipt of these Terms, whether via fax, mail, in person or web address, Buyer agrees to be bound by the terms, conditions, stipulations, rules, and regulations contained herein. Delivering material or doing business with Seller after having received the Terms deems that Buyer has agreed to accept the Terms contained herein regardless of whether Buyer has signed these Terms.
- (d) Written Agreement. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Orders.

- (a) Acceptance of Orders; Cancellation of Special Orders. No order placed with Seller shall be binding upon Seller until (i) Seller’s specifications have been accepted by Buyer or (ii) full specifications identifying the Goods being ordered have been provided to Seller and the order has been accepted by Seller. Buyer may not, except with Seller’s written consent, cancel any order for Goods that Seller has special ordered, which Seller has processed in accordance with the Buyer’s instructions, or which has been shipped by Seller.
- (b) Authority. No agent, employee or representative of Seller other than a vice president or “c-level” management has authority to bind Seller to any affirmation, waiver, representation or warranty concerning the Goods not contained in these Terms.
- (c) Technical Advice. Any technical advice Seller furnishes with respect to the use of the Goods is

given without charge, and Seller shall have no obligation or liability for the advice given or the results obtained, all such advice being given and accepted at Buyer's risk.

3. Delivery and Shipment.

- (a) Delivery Date. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Any shipping or delivery date provided by Seller is an estimate and may be revised by Seller upon receipt or scheduling of Buyer's order or by necessity in filling the order.
- (b) Point of Delivery. Seller shall make the Goods available at 241 W. Stewart Huston Dr., Coatesville, PA 19320 (the "**Shipping Point**"). Buyer shall take delivery of the Goods at the Shipping Point within three (3) days of Seller's written notice that the Goods have been made available at the Shipping Point, and Buyer shall provide equipment and labor reasonably suited for receipt of the Goods at the Shipping Point.
- (c) Alternative Delivery Point. Notwithstanding Section 3(b) above, Buyer may collaborate with Seller to arrange for transport of the Goods to an alternate delivery point, using Seller's standard methods for packaging and shipping such Goods, within three (3) days of Seller's written notice that the Goods have been made available at the Shipping Point. Unless otherwise agreed in writing by the parties: (i) Seller will not be responsible for any freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges; and (ii) all deliveries of the Goods shall be made FOB the Shipping Point. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the Goods to Buyer within three (3) days after Seller delivers the Goods to the transportation carrier.
- (d) Partial Shipments. Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is a complete or partial fulfillment of Buyer's purchase order.
- (e) Failure to Accept Goods. If for any reason (i) Buyer fails to accept delivery of any of the Goods within three (3) days of Seller's written notice that the Goods have been made available at the Shipping Point, (ii) a third party carrier is unable to deliver the Goods at the arranged alternative delivery point because Buyer has not provided appropriate instructions, documents, licenses or authorizations, or (iii) shipment of any Goods is otherwise delayed at the request of or due to the fault of Buyer, then Seller may, at its option, hold the Goods at the risk and expense of Buyer. If Seller is unwilling to accommodate Buyer by holding such Goods, Seller may dispose of the Goods in any commercially reasonable manner and any carrying charge or losses accruing to the Seller shall be borne by the Buyer.

4. Non-Delivery.

- (a) Quantity. The quantity and/or weight of any installment of Goods as recorded by Seller on dispatch from the Shipping Point is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide evidence proving the contrary.
- (b) Notice of Non-delivery. Seller shall not be liable for any non-delivery of the Goods unless Buyer

gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) Seller's Liability for Non-delivery. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

5. Quantity. If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Documents, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Documents adjusted pro rata.

6. Title and Risk of Loss.

(a) Risk of Loss. Risk of loss passes to Buyer upon delivery by Seller of the Goods at the Shipping Point. For the avoidance of doubt, whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier and Buyer is responsible for the carrier's performance including but not limited to delays, damage and/or scheduling errors caused by the carrier. Notwithstanding the transfer of the risk of loss, title to the Goods will remain with Seller until Buyer pays for the Goods in full.

(b) Collateral. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Pennsylvania Uniform Commercial Code. Seller shall have all of the rights and remedies of a secured party as set forth in the Pennsylvania Uniform Commercial Code or any law of similar import. Seller is hereby appointed Buyer's attorney in fact, with full power of substitution, to take the following actions in the event of Buyer's default hereunder or Buyer's refusal to comply with any reasonable request of Seller hereunder: (i) to do any act which Buyer is obligated to do hereby; (ii) to enforce all of Buyer's rights in the collateral hereunder; (iii) to collect the collateral and proceeds; and (iv) to execute and file in Buyer's name any financing statements and amendments thereto or continuations thereof. Seller shall have no duty to take any of the foregoing actions. This is a power of attorney coupled with an interest and is irrevocable.

(c) Consignment. Unless otherwise expressly agreed to in writing all consignment transactions are further subject to terms and provisions set forth in Seller's form of consignment contract, which will be furnished upon request.

7. Amendment and Modification. The terms, conditions, stipulations, rules, regulations and schedules set forth herein are subject to change by Seller without prior notice. Seller specifically reserves the right to so amend, change, revise and/or modify same in its sole option and discretion. Upon receipt of these Terms and as they may be subsequently amended, changed, revised and/or modified, including by way of receipt of notice that the Terms are posted on the Seller's website, Buyer agrees to be bound by and subject to same.

8. Inspection and Rejection of Nonconforming Goods.

(a) Inspection. Buyer shall inspect the Goods within ten (10) days of receipt ("**Inspection Period**").

Buyer will be deemed to have irrevocably accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such evidence or other documentation as required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is materially different than or does not meet Seller’s specifications or the Buyer’s specifications as set forth in the purchase order and accepted by Seller, as applicable; or (ii) product’s label or packaging incorrectly identifies its contents.

- (b) Notice of Nonconforming Goods. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at the expense and risk of loss of the Seller, the Nonconforming Goods to the Shipping Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer within a reasonable time after such receipt, at Seller’s expense and risk of loss, the replacement Goods.
- (c) Exclusive Remedy. Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

- (a) Price Setting. Unless otherwise agreed in writing by Buyer and Seller, Buyer shall purchase the Goods from Seller at the price agreed to by the parties in writing, or, in the absence of any written agreement, the price set forth in Seller’s published price list in force as of the date that Seller accepts Buyer’s purchase order (the “**Price**”).
- (b) Duration. Prices contained in individual written quotations or proposals are firm only for a period stated therein and otherwise for seven (7) days from the date of the quotation. After the firm price period, prices are subject to change without notice
- (c) Taxes. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

- (a) Terms. Unless otherwise agreed in writing by the Parties, Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller’s invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars.
- (b) Late Payment. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof (i) Seller shall be entitled to suspend the delivery of any Goods and (ii) all amounts owed by Buyer to Seller will be accelerated and payable immediately.
- (c) No Right to Offset. Buyer shall not withhold payment of any amounts due and payable by reason

of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Buyer waives any right of offset or recoupment and will pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute or otherwise.

- (d) Potential Non-Payment. If, at any time, reasonable grounds for insecurity arise with respect to Buyer's performance of its payment or other obligations hereunder, Seller may demand a documentary letter of credit approved by a U.S. bank acceptable to Seller or other financial security for such payment or other obligations. In addition, all amounts owed by Buyer to Seller will be accelerated and payable immediately if Buyer sells or transfers the line of business for which the Goods are purchased or is a participant in a merger or other reorganization.

11. Limited Warranty.

- (a) Warranty. Seller warrants to Buyer that for a period of thirty (30) days from the date of shipment of Goods manufactured by Seller ("**Warranty Period**"), such Goods will materially conform to Seller's specifications or to the Buyer's specifications as set forth in the purchase order and accepted by Seller, as applicable.
- (b) Conditions. The warranty set forth in Section 11(a) is not a warranty of performance, but a limited warranty as to the condition of the Goods at delivery. Because the Goods may be subject to a wide variety of use and installation, the warranty is only against such defects and not against any other failure. This warranty will apply only if the Goods: (i) have been stored, maintained and used in conformity with Seller's instructions and the highest industry practices; (ii) have been subjected to normal use for the purpose for which the Goods were designed; (iii) have not been subjected to damage, misuse, abrasion, corrosion, contamination, negligence, accident, tampering, faulty installation, improper storage, inadequate maintenance or any other cause affecting the Goods after shipment; (iv) have not been altered; and (v) have been fully paid for. Regardless of whether the Goods are to be used exclusively by Buyer, there will be no third-party beneficiaries to the express warranties contained in these Terms and the warranties are not assignable.
- (c) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY: (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (d) WARRANTY WITH RESPECT TO COMPLIANCE WITH THE REQUIREMENTS OF ANY SAFETY OR ENVIRONMENTAL CODE OR REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY OR OTHER JURISDICTION; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- (d) Third Party Products. Products manufactured by a third party ("**Third Party Product**") may constitute, be contained in, incorporated into, attached to or packaged together with, the Goods. Seller is not responsible for any errors or omissions or for any loss or damage resulting from any descriptions, shipping specifications, representations as to quality or capabilities, or any other information provided by third parties; any such information provided by Seller to Buyer is intended for general information only. Seller must assign to Buyer upon request all assignable warranties of Seller's suppliers related to such Goods.
- (e) Notice; Review. Seller shall not be liable for a breach of the warranty set forth in Section 11(a)

unless: (i) Buyer gives written notice of the breach, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the breach; (ii) Seller is given a reasonable opportunity after receiving such notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to the Shipping Point at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods breach the warranty set forth in Section 11(a). Seller may rely on its published and internal standards, and, in its discretion, also rely on any generally accepted industry standards, in determining its warranty obligations.

- (f) Remedy. Subject to Sections 11(b)-(e) above, with respect to any Goods covered by the warranty set forth in Section 11(a) during the Warranty Period, Seller shall either, in its sole discretion: (i) replace such Goods (or the non-conforming portion of such Goods) or (ii) credit or refund the price of such Goods at the pro rata contract rate. If Seller so requests, Buyer shall ship, at the expense and risk of loss of the Seller, such Goods to the Shipping Point. The replacement of Goods by Seller does not give rise to any new warranty, and the warranty period provided for in these Terms will not be extended by the length of any period from the date such Goods are received by Seller until the date replacement Goods are delivered to Buyer.
- (g) **THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).**

12. Limitation of Liability.

- (a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO INCREASED COSTS, DAMAGE TO EQUIPMENT, TOOLING, PREMISES, OR WORK-IN-PROCESS, COST OF CAPITAL, SUBSTITUTE OR ADDITIONAL EQUIPMENT, FACILITIES OR SERVICES, PRODUCTION INTERRUPTION OR START-UP, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, BUYER WAIVES ANY CAUSES OF ACTION OR THEORIES OF LIABILITY INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY STATUTES, OR OTHERWISE.**
- (b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY STATUTES, OR OTHERWISE, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE SHIPMENT WHICH CONTAINED THE GOODS GIVING RISE TO THE CLAIM.**
- (c) **BUYER ASSUMES ALL RISK AND LIABILITY FOR AND FROM THE USE OF ALL GOODS AND SERVICES PURCHASED AND/OR ORDERED FROM SELLER WHETHER USED ALONE OR IN COMBINATION WITH OTHER GOODS OR**

SERVICES, AND WHETHER USED BY BUYER OR ANY THIRD PARTY. SELLER SHALL NOT BE RESPONSIBLE FOR HOW THE GOODS ARE USED OR INSTALLED AND THE GOODS' CONFORMANCE WITH APPLICABLE FEDERAL, STATE, LOCAL OR FOREIGN LAWS, RULES, REGULATIONS, AND ORDINANCES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE BUYER'S IMPROPER SELECTION, HANDLING, MISAPPLICATION OR MISUSE OF THE GOODS.

13. Insurance. During the term of this Agreement and for a period of one year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.
14. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and to purchase, receive, store or use the Goods. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.
15. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
16. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
17. Confidential Information. All non-public, confidential or proprietary information of the parties, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the disclosing party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the recipient shall promptly return all documents and other materials received from the disclosing party. The disclosing party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by recipient on a non-

confidential basis from a third party.

18. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results, in whole or in part, from acts or circumstances beyond the reasonable control of Seller including, without limitation: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order; (ii) shortages of raw materials or labor; (iii) the lack of usual means of transportation, fires, floods, explosions, strikes or other work actions, or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance; (iv) delays by Buyer in inspecting and acceptance, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise; or (v) failure of Seller's suppliers to perform; provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Seller or Buyer shall be entitled to give notice in writing to terminate this Agreement.
19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
22. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
23. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America in the Eastern District of Pennsylvania or the courts of the Commonwealth of Pennsylvania in each case located in Chester County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Documents or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or

registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any provision found to be unenforceable by a final, unappealed order entered by a court or tribunal will be severed from these Terms, and such severance will be as narrow as possible.
26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.