

Standard Terms and Conditions for Supplies and Services

1. Acceptance. This purchase order ("Purchase Order") constitutes an offer on the part of the Kinsley Group, Inc. company that has placed this Order ("Purchaser") to purchase the products or services set forth herein (the "Products" and/or "Services") upon the conditions and terms and at the prices stated herein. As used herein, "Kinsley Group" shall include Kinsley Group, Inc., Kinsley Power Systems, Kinsley Energy Systems LLC, and/or one or more of any affiliated entities or subsidiaries (each such Kinsley Group company is referred to herein as a "Kinsley Affiliate"). Purchaser is solely liable for its obligations under the terms herein, and Seller agrees that its only recourse is against such Purchaser and not any other Kinsley Affiliate. Seller's commencement of performance or delivery of any of the Products or Services identified in this Purchase Order shall constitute Seller's acceptance of all of the conditions, terms and prices stated herein and no deviations from the conditions, terms and prices provided by Seller will be valid or binding upon Kinsley Group. This Order expressly limits Seller's acceptance to the terms of this Order. These terms prevail over the terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. Any such Seller terms that conflict with these terms and conditions are objected to and rejected by Purchaser.

2. Price; Payment Terms.

- (a) Unless otherwise specified, the price stated includes all charges and expenses of Seller including, but not limited to, packing, boxing, cartage, insurance and any and all applicable taxes, tariffs and duties of Federal, state, provincial, foreign or local governments. Seller agrees to accept in lieu of any tax that may be included in this Purchase Order a tax exemption certificate or other evidence acceptable to the Federal, state, provincial or local government and to reduce the price as stated herein by the amount of such exempt tax per Kinsley Group standard payment terms. No increase in price shall be effective without Purchaser's prior written consent.
- (b) If additional payments will be or have been made to Seller by any Kinsley Affiliate for items such as assists (e.g., tooling, molds, dies, materials or components provided for incorporation in or for use in the manufacture of the finished merchandise), royalties, packing, selling commissions or other incidental charges, such additional value(s) shall be separately itemized and identified on the commercial invoice. Seller invoices must not indicate a nominal value for goods but shall indicate the invoice price charged to Purchaser.
- (c) Purchaser will pay all properly invoiced amounts for accepted Products and Services in U.S. Dollars per its standard payment terms unless otherwise agreed to in writing. Kinsley Group's standard payment terms are net 60: all invoices for accepted Products and Services will be paid within sixty (60) days of receipt of a proper

invoice. Purchaser may set off against any invoiced amount any amount that may be owing by Seller to any Kinsley Affiliate.

- (d) Kinsley Group shall independently determine the prices at which it sells finished Products to its customers.
- (e) Purchaser reserves the right to refuse payment on any invoice received more than 45 days after the delivery of materials or services.

3. Delivery.

- (a) Unless otherwise specified, the Contractor shall furnish all supplies to be delivered under this Contract "F.O.B. Destination."
- (b) Time of delivery is of the essence of this contract, and if delivery is not made on or before the specified date of delivery, Purchaser reserves the right, without liability, to return same at the Seller's expense and terminate this Order.
- (c) Purchaser reserves the right to designate carriers and routes when freight charges are the responsibility of Purchaser. Seller agrees to reimburse Purchaser for excess freight charges incurred as a result of failure to follow such designations by Purchaser.
- (d) Commercial Invoice Requirements. Seller shall furnish Purchaser with a written commercial invoice containing, at a minimum, the following information: (i) reference to this Purchase Order; (ii) Seller's name and address; (iii) Purchaser name and address; (iv) detailed description of merchandise in English, including the product name/code; (v) accurate quantities and weights of the merchandise shipped; (vi) actual purchase price, including all elements of the amount paid or payable by Purchaser; (vii) all charges, costs and expenses associated with the merchandise, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (viii) all rebates or discounts; and (ix) any special terms of sale as noted on the face of this Purchase Order, unless Purchaser directs otherwise in writing.
- (e) Invoices shall be submitted electronically to Kinsley Group Accounts Payable Department via e-mail at ap@kinsley-group.com.

4. Law Governing; Venue; Conflicts in Terms.

The Purchase Order shall be governed by and interpreted in accordance with the internal laws of the State of Connecticut, USA, without giving effect to any choice or conflict of law provision or rule that would cause application of the laws of any jurisdiction other than those of the State of Connecticut. Any suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America in Connecticut or the courts of the State of Connecticut, County of Hartford, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding, provided Purchaser may commence any action in a different jurisdiction where Purchaser determines that is appropriate to obtain the remedies requested. Unless

otherwise specifically agreed to in writing and signed by both parties, any and all terms and conditions specified by Purchaser and noted on the face of this Purchase Order or any attachments thereto, shall take precedence over any pre-printed terms herein which may be inconsistent therewith. In no event will any terms on any Seller document regarding the order and delivery of the goods or services specified herein (whether pre-printed or not) take precedence over the terms of this Purchase Order or be given effect by Purchaser.

5. Indemnity. Seller agrees to indemnify and hold Purchaser and other Kinsley Affiliates harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses, losses and other costs (including reasonable attorneys' fees and expenses) of any kind or nature arising out of or related to:

- (a) Seller's performance or nonperformance of its duties under the Purchase Order,
- (b) any act, omission or default of Seller or its employees and/or contractors,
- (c) any breach by Seller of the warranties provided hereunder,
- (d) Seller's failure to comply with any applicable laws of the following jurisdictions:
 - i. where the Products are manufactured;
 - ii. where the Services are provided; and/or
 - iii. where Purchaser advises Seller the Products will be distributed or sold.
- (e) Seller's failure to follow any product specifications provided by Purchaser, and
- (f) any liability resulting in any way from any Product or Service delivered by Seller to Purchaser hereunder.

This indemnity shall survive the termination of this Purchase Order.

6. Packing and Shipping. All articles are to be suitably packed or otherwise prepared for shipment so as to meet requirements for obtaining lowest transportation rates and to meet carrier's requirements. No charges will be allowed for packing, crating or cartage unless specifically stated in the Purchase Order. Each container must be marked to show order number, and itemized packing sheets must accompany each shipment or delivery.

7. Inspection. All Products shall be subject to inspection, testing and approval by Purchaser before or after acceptance, at Purchaser's premises or any other location selected by Purchaser. Products rejected as damaged, defective or otherwise not conforming in any way to a Purchase Order (including these terms and conditions) may be held or returned by Purchaser to Seller at Seller's risk and expense, including transportation and handling costs, and Purchaser in any event shall be entitled to a full refund. Seller shall promptly reimburse Purchaser for any and all costs incurred by Purchaser to inspect or test such nonconforming Products or otherwise incurred by Purchaser as a result of such nonconforming Products. Purchaser's acceptance, inspection, testing, approval and/or use of or payment for any Products shall not constitute a waiver of any rights or remedies (including rights or remedies with respect to any non-conformities later discovered) and shall not relieve Seller from any liabilities or obligations under its

warranties or otherwise.

8. Risk of Loss. Seller assumes all risk of loss of or damage to any Products until the Products are finally accepted by Purchaser pursuant to the terms of the Purchase Order and these terms and conditions.

9. Warranty. In addition and without prejudice to all other warranties express or implied by law, Seller warrants that all Products and Services covered by this Purchase Order will conform to the applicable drawings, specifications and other description and will be (a) of good quality and workmanship and free from defects, including without limitation, such defects as could cause personal injury or create a hazard to life or damage to property, and (b) fit for their particular purpose and suitable for use, manufactured, packaged for shipment, properly labeled and otherwise in accordance with all laws, regulations, standards, policies or directives of or within the United States (including, without limitation, the Consumer Product Safety Act, Fair Packaging and Labeling Act, Federal Trade Commission Act, and Hazardous Substances Act) as well as the countries of origin or exportation of Products and any country to which the Products will be shipped. All warranties, both express and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Kinsley Group and its customers. Without limitation of any rights, remedies or damages of Purchaser, including, without limitation, the right to terminate this Order, by reason of any breach of warranty or otherwise, Products that are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement, as Purchaser may direct, and if Purchaser so directs, Seller shall provide conforming replacement goods as within the time frame required by Purchaser, all at Seller's sole cost and expense. Without limitation of any rights by reason of any breach of warranty or otherwise, with respect to Services that are not as warranted, Purchaser shall have the right to engage a third party to repair or re-perform same, or, at Purchaser's option, to have Seller repair or re-perform same, in each case at Seller's sole cost and expense, within the time frame required by Purchaser. If Seller is a distributor or is otherwise the beneficiary of a third-party warranty that is transferrable to Purchaser or its affiliates in connection with the sale contemplated by the Purchase Order, Seller shall cooperate with Purchaser in enforcing any such warranty against the applicable manufacturer, service provider, or other warrantor.

10. Intellectual Property Rights. Seller warrants to Kinsley Group and its customers that the sale and use of the Products and Services referenced in this Purchase Order will not infringe any patent, trademark, copyright or other intellectual property right of any third party; that Seller will at its own expense defend any action, suit or claim brought against Seller, Purchaser or any other Kinsley Affiliate and assist in defense thereof, in which an infringement of any patent, trademark, copyright or other intellectual property right is alleged with respect to the sale or use of said goods; and that Seller will indemnify and hold harmless Purchaser and any other Kinsley Affiliate and their respective customers from any and all losses, costs and damages for infringement or alleged infringement of any patent, trademark, copyright or other

intellectual property right because of the sale or use of said Products or Services. This provision shall not apply with respect to goods manufactured according to designs originated by Kinsley Group and for which Kinsley Group owns the related intellectual property rights. Purchaser shall own and have exclusive rights in any designs or copyrightable works produced by Seller and paid for by Purchaser under this Order, and Seller shall take such actions as are requested by Purchaser to register any such rights in Purchaser's name.

11. Changes.

- (a) Purchaser may at any time, by written order, make changes in drawings, design specifications, method of shipment or packing or time or place of delivery, require additional work or direct the omission of work covered by this Purchase Order. If any such change causes an increase or decrease in the price under this Purchase Order or in the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this provision must be asserted within ten (10) days from the date the change is ordered, and any such adjustment shall be subject to Purchaser's written approval.
- (b) Products or Services substituted or performed without Purchaser's authority may be returned or rejected at Seller's expense.
- (c) Purchaser will not accept overruns or underruns unless such overruns and underruns are agreed to by Purchaser in writing.

12. Materials, Tools and Data. Title to any material, dies, molds, jigs or tools furnished by any Kinsley Affiliate to Seller, or paid for by Purchaser, for purposes of completing this Purchase Order shall remain with such Kinsley Affiliate or Purchaser. Seller shall protect Kinsley Group against all loss and damage of said property by full and complete insurance at Seller's expense in an amount satisfactory to Purchaser. Seller shall return any such material, dies, molds, jigs or tools to Purchaser or as directed by Purchaser promptly following Purchaser's request. If the cost of special dies, molds, jigs or tools involved in the manufacture of Products covered by this Purchase Order is amortized and included in the price hereunder, the same shall become the property of Purchaser upon completion or termination of this Purchase Order. Drawings, designs and technical information and data furnished by Kinsley Group shall remain Kinsley Group property, shall be held in confidence by Seller, shall not be disclosed by Seller to others without Purchaser's written permission and shall be returned to Purchaser upon completion or termination of this Purchase Order. Seller shall not use any drawings, material, dies, molds, jigs or tools of any Kinsley Affiliate for any customer other than a Kinsley Affiliate.

13. Certification and Testing.

To the extent any product specifications or laws require any certification and/or testing of the Product provided hereunder, or certification is customarily provided under generally accepted industry practices, such as a "listing" issued by Underwriters Laboratories, Inc. for plug-in electrical products, testing results and applicable certifications issued in the name

of Kinsley Group or its applicable affiliate must be provided with each batch and/or shipment of product provided hereunder. Seller shall (a) not take any action that could undermine the integrity of the laboratory test data, and (b) assure that no undue influence be exerted on testing laboratories or third-party certification bodies.

14. Compliance.

- (a) Compliance with Legal Requirements. Seller shall maintain quality assurance and legal compliance programs so as to assure that (i) Products shall meet Kinsley Group specifications, descriptions and requirements as to appearance, performance, reliability, durability, safety, labeling, marking, packaging and compliance with any and all legal requirements; (ii) the facilities at which Products are being, or may be, manufactured or warehoused operate in compliance with any and all legal requirements; and (iii) the locations where Services are provided operate in compliance with any and all legal requirements.
- (b) U.S. Customs & Border Patrol. Seller covenants and agrees to observe and comply, in the performance of this Purchase Order, with all applicable federal, state, provincial and local laws including but not limited to all country of origin marking requirements established by U.S. Customs and Border Patrol or other applicable authority, laws and regulations governing the importation of goods into the customs territory of the United States, laws of the jurisdictions where the Products are manufactured, the Services are provided, and where Purchaser advises Seller the Products will be distributed or sold, or other applicable jurisdictions and any other laws specific to the Products or Services provided hereunder and hold harmless Kinsley Group for and from any and all liabilities, expense, costs, damages and other losses which Kinsley Group may be put to or incur or suffer as a result of Seller's failure or omission so to do.
- (c) Labor Protections. Seller covenants and represents that all Products and Services provided pursuant to this Purchase Order have been or will be produced or provided in compliance with the requirements of the Fair Labor Standards Act, which governs working standards, including, but not limited to, prohibition of child labor, appropriate working hours, rates of pay, and eligibility for overtime, and the National Labor Relations Act, which protects the freedom of association, including, but not limited to, the rights to self-organization, to form or join a labor organization, and to bargain collectively, among other protected rights.
- (d) Discrimination, Abuse, & Harassment. Seller shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job. Seller shall treat workers with respect and dignity. Seller shall

not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Seller must not condone or tolerate such behavior by any of its partners or anywhere in its supply chain.

- (e) **Health & Safety.** Seller shall provide a safe, healthy, and sanitary working environment and/or living condition, if applicable. Seller shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries. General and industry-specific procedures and safeguards include those relating to: (i) health and safety inspections; (ii) equipment maintenance; (iii) maintenance of facilities; (iv) worker training covering the hazards typically encountered in their scope of work; (v) fire prevention; and (vi) documentation and record keeping. Seller shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work. Seller shall ensure that its facilities, including those used for both production/manufacturing and living accommodations, meet all applicable building codes and construction standards, including having an evacuation plan, a sufficient number of emergency exit doors, adequate ventilation and lighting, a fire safety plan, and access to potable water and private toilet facilities.

15. Product Recall. When information reasonably supports the conclusion that a determined or undetermined number of Products fail to comply with mandatory or voluntary standards or contain defects or hazards that could cause a risk of death or bodily injury to or damage to the property of any person, Kinsley Group may do whatever it deems necessary or is required or requested by any governmental authority, including, without limitation, locating, identifying and notifying customers and recalling Products. Upon any recall of the Products by Seller or Kinsley Group, the recalled Products shall be repaired or replaced, or the purchase cost refunded, at the Seller's expense, including without limitation, Seller's payment of all costs and expenses incurred by Kinsley Group in connection with the recall. Seller shall immediately notify Kinsley Group in writing of any consumer reports, complaints, or other information that suggests the Products do not comply with applicable mandatory or voluntary standards or may have a defect that could create a risk of injury, regardless of whether or not bodily injury or property damage has occurred. Seller shall provide such notification and materials to Kinsley Group at the following address and email: Kinsley Group, Attn: Purchasing and Contracts, 14 Connecticut South Drive, East Granby, CT 06026; and jsartori@kinsley-group.com.

16. Human Trafficking, Child Labor, and Forced Labor Certification. All labor employed by Seller must be voluntary. Seller certifies that it shall not support or engage in forced labor or human trafficking in any part of its supply chain. Seller ensures that it is and shall remain, throughout the term of this Purchase Order and as long as Seller is doing business with Kinsley Group, in compliance with all laws, rules

and regulations relating to human trafficking, child labor, forced labor, or slavery in all countries in which Seller does business.

17. Conflict Minerals. Seller covenants that the Products will not contain conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Conflict Minerals") which originated from the Democratic Republic of Congo or an adjoining country or any other country or region determined by the U.S. Secretary of State to be embroiled in conflict financed by trade in Conflict Minerals, or any other minerals or other resources that if included in the Products would trigger a violation of U. S. Executive Order 13671. If any of the Products provided pursuant to this Purchase Order contain or are constituted of any Conflict Minerals, Seller, before providing such Products to Purchaser, shall notify Purchaser in writing that such Products contain such Conflict Minerals and shall provide Kinsley Group with such information as shall be requested by Purchaser. Seller shall provide such notification and materials to Purchaser at the following address and email: Kinsley Group., Attn: Purchasing and Contracts, 14 Connecticut South Drive, East Granby, CT 06026; and jsartori@kinsley-group.com.

18. Non-Assignment.

This Purchase Order shall not be assigned or subcontracted by Seller, and assignment or subcontracting of this Purchase Order, any interest therein or any payment due or to become due thereunder, without the prior written consent of Purchaser, shall be void. Purchaser may assign this Purchase Order, in whole or in part, to its parent, subsidiaries and/or affiliated companies.

19. Termination.

- (a) Purchaser may terminate all or any part of this Purchase Order at any time or times without cause upon thirty (30) days written notice to Seller without incurring any liability. Purchaser may terminate all or any part of this Purchase Order immediately without incurring any liability upon the occurrence of any of the following causes:
- (b) A material breach of any term of this Purchase Order by Seller, including, but without limitation, untimely shipments or shipments of goods which do not conform to the contract, Purchase Order or specifications.
- (c) Assignment or attempted assignment of this Purchase Order in whole or in part by Seller without Purchaser's written consent.
- (d) Any material adverse change in the financial condition of Seller which Purchaser in good faith believes to impair the likelihood that Purchaser will receive a timely and full performance of the contract. If, after notice of termination of this Purchase Order for cause, it is determined for any reason that Seller was not in default, or that the default was excusable, the rights, obligations and liabilities of the parties shall be the same as if the notice of termination had been issued pursuant to the first paragraph of these termination provisions, and Seller shall have no other rights or remedies against Purchaser or any other Kinsley Group Affiliate for

wrongful termination of the contract.

20. Force Majeure. Force Majeure shall mean any event or condition, not existing as of the date of this Purchase Order, not reasonably within the control of a party, which prevents in whole or in material part the performance of such party's obligations or renders such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state, any act of God, governmental action, export or import restriction, war, prolonged shortage of energy supplies, epidemics, pandemics, fire, flood, hurricane, tornado, typhoon, storm, earthquake, lightning, explosion and terrorist activities ("Force Majeure Events"). In the event that a party is unable to perform due to any Force Majeure Events, such party shall not be considered in breach of this Purchase Order or be liable for any loss or damage due to the failure or delay in its obligations. If the Force Majeure Event continues for a period of over ninety (90) days, or prevents or delays Seller's performance for ten (10) or more days, Purchaser may immediately terminate this Purchase Order without liability to Seller, upon giving written notice of termination to Seller. If Seller is unable to perform because of a shortage of Products or raw material used to produce Products, or delays affecting any source of supply, at Purchaser's request, Seller shall give Purchaser its most favorable allocation of Products.

21. Insurance. If this Purchase Order relates to the sale of Products, Seller shall at its expense purchase and maintain products liability insurance in an amount sufficient to satisfy any claims or liabilities which Seller might incur arising out of the manufacture, sale or delivery of any of the goods described in this Purchase Order (and in no event less than USD \$1,000,000 per occurrence). Such products liability insurance policy shall provide coverage for the satisfaction of any liability of the Seller to Kinsley Group resulting from operation of the indemnity provisions of this Purchase Order, or from other operation of law, as well as for the satisfaction of any liability of Seller to any third party or parties. Any insurance purchased by Seller to cover loss or damage to the goods in transit to Purchaser shall be solely at Seller's expense.

Unless otherwise agreed to in writing by the parties, if Seller performs any Services for Purchaser on Purchaser's premises or the premises of one of its customers, Seller shall, at any time upon request, furnish Kinsley Group with an insurance certificate(s) from its insurance carrier(s) naming Kinsley Group as an additional insured, evidencing the existence of insurance coverage of the following kinds in at least the following amounts: (a) Workers' compensation insurance as required by law and Employer's liability insurance with limits not less than One Million Dollars (USD \$1,000,000); (b) Comprehensive public liability insurance for personal injury (including death) and property damage with limits not less than Two Million Dollars (USD \$2,000,000) for personal injury and property damage, including coverage for owned and non-owned automobiles and Seller's contractual obligations; (c) General liability insurance with limits not less than Two Million Dollars (USD \$2,000,000); and (d) where the Seller is a licensed service provider (e.g., an architect or engineer)

Professional liability insurance with limits not less than One Million Dollars (USD \$1,000,000).

22. Liens. All goods to be delivered by Seller hereunder and all property to be rendered to Purchaser shall be free and clear of any and all liens and encumbrances whatsoever.

23. Limitation of Liability. Purchaser's liability is strictly limited to payment of the agreed price (and associated taxes, where applicable). IN NO EVENT WILL PURCHASER OR ANY OTHER KINSLEY AFFILIATE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS PURCHASE ORDER, EVEN IF A KINSLEY AFFILIATE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CLAIMED UNDER THIS PURCHASE ORDER, IN TORT OR ON ANY OTHER LEGAL THEORY.

24. Confidential Information. Seller shall treat as strictly confidential all proprietary business information regarding Kinsley Group or any Kinsley Affiliate that Seller receives or to which it has access from Kinsley Group. Seller's obligation regarding Kinsley Group proprietary business information shall last for a period of three (3) years, or to the extent such information is a trade secret, such longer period that such information remains a trade secret, during which time Seller shall not disclose this information to any third party absent written consent to do so by Purchaser. In no event and at no time may Seller use Kinsley Group proprietary business information outside of the scope of its business relationship with Kinsley Group. At any time upon Purchaser's request, Seller shall return to Purchaser all such Kinsley Group proprietary business information and certify that it has retained no such information.

25. Entire Agreement and Successors and Assigns. Unless otherwise agreed to in writing by the parties, this instrument contains all of the terms and conditions agreed upon, constitutes the entire agreement between the parties, and shall be binding upon their representatives, successors and assigns, if any.

26. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order 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. No relationship of exclusivity shall be construed from this Order.

27. Waiver. No waiver of any provision of this agreement will be effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any discretion or remedy under this agreement operates as a waiver of that discretion or remedy. A waiver granted on one occasion will not operate as a waiver on future occasions.

28. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, Sections 5 (Indemnity), 9 (Warranty), 10 (Intellectual Property Rights), 12 (Materials, Tools and Data), 15 (Product Recall), 21 (Insurance) and 24 (Confidential Information).