

PURCHASE ORDER  
TERMS AND CONDITIONS

This Order is Buyer's offer to Seller. Seller's acceptance of this offer is strictly limited to the terms and conditions in this offer. Seller's receipt of, acknowledgement of, shipment of Products, acceptance of payment, or commencement of performance hereunder shall conclusively evidence Seller's acceptance of Buyer's offer contained in this Order exactly as written. The Order, together with these terms and conditions, and any attachments or exhibits referenced in the Order, is the entire Contract and no changes or other terms are binding on the Buyer unless they are in writing and signed by an authorized representative of the Buyer. Any additional or different terms proposed by the Seller or listed on Seller's acceptance or acknowledgement document are deemed to constitute material alterations and Buyer objects, rejects and is not bound by any such terms.

1. DEFINITIONS. The following terms shall have the meanings set forth below:
  - a. "Buyer" means BendPak Inc.
  - b. "Order" means the purchase order or contract, including these terms and conditions, and all attachments and exhibits referenced on, in, or accompanying the Order.
  - c. "Product" means all articles, supplies, materials, services, labor, documents, or information which constitutes the subject matter of this Order.
  - d. "Seller" means the party identified on the face of the Order which is supplying the Product and with whom BendPak Inc. is contracting.
2. ORDER OF PRECEDENCE. Each of the following terms and conditions controls in the absence of a specific provision to the contrary appearing on the face of this Order.
3. PRICE. The prices for the Product are provided on the face of this Order. Except as otherwise provided in the terms of this Order, the Product prices are firm fixed prices and inclusive of any and all non-recurring and/or other costs. Supplier price increase requests will be subject to the terms and conditions as outlined on BendPak's Supplier Price Increase Policy (current). Contact your BendPak buyer for details relating to BendPak's Supplier Price Increase Policy.
4. EXTRAS. Buyer's needs are for the quantities of Products specified in this Order. Products delivered in excess of the quantities ordered result in substantial administrative expense to Buyer. Unless agreed to in writing, all Products delivered in excess of the quantities ordered may be retained by Buyer at no additional cost. Buyer has no obligation to notify Seller of any good received exceeding Order amount. Seller shall be liable for transportation, packaging, packing or other costs of returning extra Products.
5. DELIVERY. Seller's timely performance is a critical element of this Order. All deliveries shall be in strict accordance with the applicable quantities and schedule set forth in this Order. The parties have agreed to the delivery dates established herein and Buyer has relied on these delivery dates for its manufacturing commitments. Buyer may: (1) reject late delivery of the Product and terminate the Order in accordance with the Termination clause herein; (2) reject late delivery of the Product and purchase such or similar Products from another source; or (3) accept late deliveries. In any case, Seller shall be liable for all of Buyer's costs and damages, including direct, incidental and consequential damages, resulting from a late delivery. Buyer's acceptance of a late delivery shall not waive the remaining delivery schedule or relieve Seller of its obligation to make future deliveries in accordance with the delivery schedule established herein. Whenever it appears that Seller will not meet a scheduled delivery date, Seller shall immediately notify Buyer of the reason and expected length of the delay and provide Buyer with a written recovery schedule. Seller shall make every effort to avoid or minimize the delay to the maximum extent practicable, including the expenditure of premium time and most expeditious transportation. Any additional costs caused by these requirements shall be borne solely by Seller. Seller may not deliver Products more than fourteen (14) days before the scheduled delivery date without the express written permission of Buyer. Buyer may return, at Seller's expense, any Products delivered more than (14) days prior to the scheduled delivery date.
6. PAYMENT. Payment due dates for the Products, including discount periods, for the Products will be in accordance with the prices specified herein, subject to any deductions or set-offs. Payment due dates will be; within forty-five (45) days of Buyer's receipt of acceptable Products, or within sixty (60) days of receipt of correct bill-of-lading or correct invoice; whichever is later. Any payments made for Products does not constitute final acceptance of the Products. Invoices covering Products shipped in advance of the specified delivery dates shall not be paid until the normal period after the delivery date specified in this Order.

7. **WARRANTIES.** The following warranty terms shall have the meanings set forth below:
- a. Seller warrants that all Products delivered or performed under this Order will be: (a), strictly in conformance to all applicable specifications, requirements, drawings, or other description furnished or adopted by Buyer; (b) new materials, which are not used, reconditioned or remanufactured or of such age as to impair its usefulness or safety, (c) merchantable, of good quality, and free from defects in design (except where design is furnished by Buyer), materials and workmanship; and (d), fit for all ordinary purposes as well as Buyer's intended purposes. Seller further warrants that the Products are now and on delivery will be free of all security interests, liens, or other encumbrances.
  - b. Seller warrants that all Products delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period: (a), of fifteen (15) months from the date of delivery to BendPak; or (b), for the period provided in Seller's standard warranty covering the Products; or (c), for the period provided by Seller's to Buyer under separate agreement or Written communication, whichever is greater. Seller hereby agrees that it will make spare parts available to BendPak for a period of seven (7) years from the date of shipment at Sellers then current price, less applicable discounts. Additionally, Products purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the California Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to BendPak Seller's standard warranty and service guaranty applicable to the Products. All warranties and Service guaranties shall be granted to both BendPak and to its customers.
  - c. These warranties shall be in addition to any other warranties (express, implied-in-fact or provided by law) and all warranties shall survive any inspection, test, acceptance, or payments by Buyer and shall run to Buyer and its customers, successors and assigns. Except for latent defects, fraud or gross mistakes by Seller, Buyer must give notice of any non-conforming Products to Seller within three (3) years after delivery or performance.
  - d. In addition to all remedies provided by law or by this Order, Seller's liability for breach of any warranty shall, at Buyer's option, include: (1) prompt correction or replacement by Seller of non-conforming Products; (2) refund of all amounts paid by Buyer to Seller; and/or (3) damages, including compensatory, incidental, or consequential damages caused by the breach, including, but not limited to, the reasonable value of any materials supplied by or paid for by Buyer. Seller shall bear all expenses of the removal and return by Buyer to Seller of any non-conforming Products and delivery to Buyer or Buyer's customer and reinstallation of any corrected or replaced Products. Corrected or replaced Products shall be subject to the provisions of this clause and the Quality Control and Inspection clause herein to the same extent as originally ordered. Seller's warranty liability shall not be limited by the amount of this Order's price.
8. **QUALITY CONTROL AND INSPECTION.** Seller agrees to fully comply with any quality assurance notes or requirements listed or referenced on the face of this Order. Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Order. Seller shall deliver to Buyer only Products that have been inspected in accordance with the quality control system and have been found by the Seller to be in conformity with all of the contractual requirements. Records of all inspections and quality control work performed by Seller and its subcontractors and vendors shall be maintained complete and available to Buyer. Inspection and quality control records shall be retained for a period not less than ten (10) years after final payment of this Order. All Products shall be subject to inspection and test at all times and places, including the period of manufacture, by Buyer. If any inspection or test is made on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities, documentation, and assistance for the safety and convenience of Buyer inspectors. Such inspection and tests shall be performed in such a manner as not unduly to delay the work. Any Buyer review, inspection or test shall not relieve Seller of any of its obligations to perform all contract work in accordance with the requirements of this Order. All Products are also subject to final inspection and acceptance at Buyer's plant, notwithstanding any payments or prior inspection. If Seller delivers non-conforming Products, Buyer may, at its option, (a) accept all or part of the Products at an equitable price reduction, (b) reject such Products or the entire lot of Products, (c) require Seller to repair or replace the Products, or (d) make or have a third party make repairs, modifications, or replacements and charge the cost incurred to Seller. Seller shall also be liable to Buyer for all other direct, incidental, or consequential damages relating to the non-conforming Products. Seller shall immediately notify Buyer and provide all available information when discrepancies or deficiencies in any of Seller's processes or Products are discovered or suspected for Products that Seller has delivered or will deliver under this Order.

9. EXCUSABLE DELAY. The Seller shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of the Seller and without the fault or negligence of its subcontractors and vendors; provided that Seller shall give to the Buyer prompt notice in writing when it appears that such cause will delay deliveries under this Order. If any such failure or delay shall threaten to impair the Buyer's ability to meet delivery requirements for its products, the Buyer shall have the right at its option and without any liability to the Seller or recovery by the Seller to nullify by notice in writing to the Seller the portion or portions of this Order so affected. Buyer shall be excused for failure or delay in performance herein due to any cause beyond its control and without its fault or negligence.
10. TERMINATION. Buyer shall have the right to immediately cancel or terminate any outstanding Orders if: (a) Seller becomes the subject of a voluntary or involuntary case under the Federal Bankruptcy Code or similar insolvency laws under the laws of any other jurisdiction; any creditor of Seller commences an action to enforce or foreclose upon a lien or security interest in property of Seller; or any property of Seller passes into the hands of a creditor of Seller, receiver, or assignee for the benefit of creditors, becomes the subject of a levy for taxes or to satisfy a judgment, or otherwise is attached for the benefit of a creditor of Seller; (b) Seller ceases the manufacture or assembly of Devices or necessary components incorporated into Devices, or announces its intention to do so prior to fulfilling all outstanding Orders, or otherwise becomes unable for any reason to timely fulfill outstanding Orders; (c) fails to make a delivery in accordance with the Order's schedule, (d) fails to comply with any of the terms of this Order; (e) fails to make progress so as to endanger performance of this Order; (f) fails to provide adequate assurances of future performance; or (g) cancellation or termination is otherwise permitted by the UCC or other applicable law.
11. CANCELLATION. Buyer may cancel (otherwise known as termination for convenience) this Order, in whole or in part, by providing written notice to Seller. Upon such cancellation, Seller will immediately: (1) cease work and direct subcontractors and vendors to cease work; (2) terminate all subcontracts to the extent that they relate to the terminated work; (3) prepare and submit to Buyer a list of all completed and partially completed Products; (4) deliver to Buyer completed Products; (5) take any action that is necessary or is directed by Buyer to protect or preserve property related to this Order in which Buyer may acquire an interest; and (6) transfer title and deliver, upon Buyer's request, any work in process, documentation, information, and materials. Buyer will compensate Seller only for the actual, allowable, allocable and reasonable expenses incurred by Seller for work in process and materials up to and including the date of termination, conditioned upon Seller submitting its claim to Buyer within ninety (90) days of the termination notice, and provided that Seller uses reasonable efforts to mitigate Buyer's liability under this clause. Seller's recovery shall not exceed the Order price for the terminated Products. Seller shall retain all records relating to its cancellation claim for seven years after final payment of its claim. Buyer is not liable for Seller's anticipated profits or any damages relating to a cancellation of the Order. Seller shall indemnify, defend and hold harmless Buyer from any claims, actions, suits, and proceedings against Buyer by any subcontractor, consultant, employee, or supplier of Seller and all costs, expenses, losses and damages incurred by Buyer in connection with any such claim, action, suit or proceeding. Any partial cancellation of an Order shall not alter or affect the terms, conditions and prices of the Products not cancelled.
12. AMOUNTS DUE FROM BUYER. Buyer and Seller acknowledge and agree that: Buyer's monetary obligations to Seller shall at all times be net of all indemnity and any contribution obligations and other monetary obligations owing by Seller to Buyer and shall be subject to recoupment and/or set-off by Buyer. Buyer shall have the right to deduct any monies owed by Seller from any amounts owed to Seller by Buyer, and to pay only the net sum due, if any.
13. PATENT INDEMNITY. Seller agrees to defend, indemnify, and hold harmless Buyer, its successors, assigns, employees, directors, agents, customers and users of any of the Product against all loss, damage, or liability, including attorneys' fees, costs and expenses, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any domestic or foreign patent or other intellectual property rights in the manufacture, use, sale, or disposition of any Product supplied hereunder. Buyer shall notify Seller of any such suit instituted against it. In case the Product or any part thereof is held to infringe and the use thereof is enjoined by a court, Seller shall, at its sole expense, either (a) procure for Buyer the right to continue to use the Products, or (b) replace the infringing Products with equal, but non-infringing Products, subject to Buyer's express concurrence, or (c) modify the Products to render it non-infringing. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright, data rights, or other intellectual property.
14. CHANGES. Buyer may at any time, by written notice and without notice to sureties or assigns, make changes in: (a) the technical requirements and descriptions, specifications, statement of work, designs or drawings to which a Product is to conform, (b) methods of shipment and packaging, (c) quantities and delivery schedule, or (d) place of delivery. Seller recognizes that certain changes in delivery schedule are normal and anticipated in the course of performance of this Order. Seller agrees that the cost of such changes, where deliveries are rescheduled within twelve (12) months of the original delivery date, is included in the fixed price established herein.

15. If any other change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing within twenty (20) days of the receipt of any such notice, provided, however, that Buyer may, in its sole discretion, receive and act upon any such claim so made at any time prior to final payment under this Order. Buyer has the right to examine any of Seller's pertinent records for the purpose of verifying Seller's adjustment claim. Although Buyer's engineering and technical personnel may render assistance or give technical advice or exchange information with Seller, no such action shall be deemed to be a change under the Changes clause and Seller shall not be entitled an equitable adjustment. If Seller believes that the conduct of any of Buyer's personnel have changed any of the requirements of this Order, other than pursuant to a written change order pursuant to this clause, Seller shall submit a written request for confirmation of that change and, pending written direction from Buyer, Seller shall take no action to implement such change. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this Order as changed and Seller has a duty to proceed promptly with the performance of the work as changed.
16. STOP WORK. Buyer may, by written order to Seller, require Seller to stop all, or any part, of the work to be performed under this Order for a period of up to 120 days after the stop work order is delivered to Seller. Upon receipt of the stop work order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the need to incur costs allocable to the work covered by the stop work order during the period of work stoppage. If Buyer cancels the stop work order or the period of the stop work order expires, Seller shall contact Buyer for further direction and shall not resume work unless directed to do so. Seller may request an equitable adjustment of the Order schedule or price, based upon the work stoppage, only if Seller submits its claim within twenty (20) days after the end of the work stoppage.
17. PROPRIETARY INFORMATION. The parties agree to comply with all of the terms of any other proprietary information agreement, manufacturing agreement, non-disclosure agreement, purchasing agreement, which will take precedence over the remaining terms of this clause. Proprietary information, including drawings, data, design, inventions and other technical information, supplied by Buyer shall remain Buyer's property and shall be protected and held in strict confidence by Seller. Such information shall not be reproduced, used for any other purpose or disclosed to others by Seller without Buyer's prior written consent, and shall be returned to Buyer upon completion by Seller of its obligations under this Order or upon Buyer's request. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the Products covered by this Order shall be deemed to have been disclosed as part of the consideration for this Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof.
18. INDEMNIFICATION. Seller shall defend, indemnify, and hold harmless Buyer, its employees, officers, directors, and agents against any claim of injury or death to any person or damage to property which may result in any way from any act or omission of Seller, its agents, employees, or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Workmen's Compensation insurance as will protect Buyer from said risks and from any claims. Seller shall name Buyer an additional insured on its policy or policies of insurance and shall, from time to time, upon request by Buyer, provide Buyer with adequate proof of insurance and certificates of insurance showing Company as an additional insured.
19. BUYER'S PROPERTY. All property used by Seller in connection with this Order which is owned, furnished, charged to or paid for by Buyer, including, but not limited to, materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, and any replacement thereof, shall be and remain the property of Buyer. Such Buyer property shall be subject to removal and inspection by Buyer at any time without cost or expense to Buyer. Such Buyer's property shall be used only for this Order and adequately insured by Seller at its expense for Buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear excepted. When such property is no longer required hereunder, Seller shall furnish Buyer with a list thereof and shall comply with any Buyer disposition instructions applicable thereto.
20. PACKING AND SHIPMENT. Unless otherwise specified, all Products are to be packed in accordance with the best commercial practice. Seller shall enclose a complete packing list with all shipments. Seller shall mark all containers and packages with necessary lifting, loading and shipping information, including the Buyer's Order number. The Buyer's count or weight shall be final and conclusive on shipments not accompanied by shipping memos or packing lists. The risk of loss or damage to Products which fail to conform to the packing and shipping requirements of this Order shall remain with Seller until cure and acceptance of the Products. Unless otherwise specified in this Order, delivery shall be FOB Destination, Freight Prepaid and Allowed. Other FOB terms are to be defined as follows:

Freight Terms	Buyer Takes Title of Goods	Buyer Responsibilities	Seller Responsibilities
<b>FOB Point of Origin, Freight Collect</b>	At point of origin or factory	Pays freight, bears freight, owns goods in transit and must file claims for loss, damage or overcharges.	N/A
<b>FOB Point of Origin, Freight Prepaid and Allowed</b>	At point of origin or factory	Owens goods in transit and files claims.	Pays and bears freight
<b>FOB Point of Origin, Freight Prepaid and Added</b>	At point of origin or factory	Bears freight, owns goods in transit and files claims.	Pays freight and adds freight amount to invoice
<b>FOB Destination, Freight Collect</b>	At destination	Pays freight and bears freight	Owens goods in transit and files claims
<b>FOB Destination, Freight Prepaid and Added</b>	At destination	Bears freight	Pays freight, adds freight to invoice and owns goods in transit
<b>FOB Destination, Freight Prepaid and Allowed</b>	At destination	N/A	Pays freight, bears freight, owns goods in transit and files claims

21. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to Products conforming to the requirements of this Order shall pass at the F.O.B. Destination point, except as otherwise specified in this Order, or except for loss or damage thereto resulting from Seller's fault or negligence, which shall continue to be Seller's responsibility.
22. **GRATUITIES.** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities or kickbacks to Buyer's employees, agents or representatives with a view toward securing this order or securing favorable treatment with respect thereto.
23. **NOTICE TO BUYER OF LABOR DISPUTES.** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof, including all relevant information, to Buyer. Seller agrees to insert the substance of this clause, including this sentence, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Order.
24. **ASSIGNMENT AND SUBCONTRACTING.** Neither this Order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole or substantial part the performance of its duties hereunder without Buyer's prior written consent. The terms and conditions of this Order shall bind any permitted subcontractors, successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.
25. **RELEASE OF NEWS INFORMATION AND ADVERTISING.** Seller shall not, without the prior written consent of Buyer, make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Order; or in any manner advertise or publish the fact that Buyer has placed this Order.
26. **INDEPENDENT CONTRACTOR.** Nothing in this Order shall alter Seller's status as an independent seller of goods and services and/or independent contractor, and in no event shall this Order constitute an employment, agency or franchise agreement between Buyer and Seller or empower either party to act for or bind the other party in any manner or respect.
27. **RIGHTS, REMEDIES AND NO WAIVER.** The rights and remedies provided Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. Buyer's remedies shall not be limited to the price of this Order. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.
28. **BUYER APPROVALS AND REVIEW.** The review or approval by Buyer of any work hereunder or of any designs, drawings, specification or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order nor excuse or constitute a waiver of any defects or nonconformities in any Products furnished under this Order or change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules.

29. TAXES AND OTHER EXACTIONS. Seller assumes exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the items to be furnished hereunder, or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Seller, and to pay all such taxes except those Buyer specifically agrees or is by law required to pay. Any taxes to be paid by Buyer shall be separately stated on the invoice. Prices shall not include any taxes for which Buyer has furnished a valid exemption certificate.
30. COMPLIANCE WITH LAWS. Seller shall comply with all applicable State, Federal and local laws, rules and regulations. Seller agrees to indemnify, hold harmless, and defend Buyer for all costs, damages, and expenses, including attorneys' fees, resulting from Seller's failure to comply with any such law, rule, and regulation.
31. LANGUAGE AND CURRENCY. The parties agree that this Order and all communications regarding this Order shall be written in American English. All prices and payments shall be in United States dollars. There shall be no adjustment to any prices made for any changes to or fluctuations in currency exchange rates.
32. PRICE WARRANTY. Seller warrants that the Order price for the Product does not exceed the price charged by Seller to any other customer purchasing the same or similar Products in like or similar quantities. Seller agrees to voluntarily notify and reimburse the overpayment in pricing to Buyer upon discovery of any violation of this warranty.
33. TOXIC SUBSTANCES. Seller represents that each chemical substance constituting or contained in the Product delivered to Buyer is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., as amended.
34. MATERIAL SAFETY DATA SHEET. Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Product in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.
35. DISPUTES. The parties shall attempt to negotiate and resolve any dispute arising from this Order. If negotiations are not successful, the parties reject the use of arbitration and any and all disputes relating to this Order must be litigated in a state or federal court located in the County of Ventura, California. The parties irrevocably consent to and expressly and unconditionally waive any objection or challenge regarding personal jurisdiction or venue in said courts. The interpretation of this Order and any disputes arising hereunder shall be governed by the law of the State of California, without regard to its provisions for conflict of laws.  
Pending the resolution of any dispute, Seller shall continue with performance of this Order pursuant to the instructions of Buyer. Each party shall bear its costs of litigation. THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY LITIGATION RELATING TO THIS ORDER.
36. SOLICITATION OF EMPLOYEES. Seller agrees that during the term of this agreement and for a period of six months thereafter, Seller shall not, without prior written approval from Buyer, solicit Buyer's employees to leave their employment with Buyer or to disclose trade secrets or other proprietary information of Buyer.
37. CLAUSE SURVIVAL. The parties agree that the Warranties, Quality Control and Inspection, Patent Indemnity, Information, Indemnification, Buyer's Property, Disputes, and Solicitation of Employees clauses of this Order shall survive and continue in full force and effect upon the termination or completion of this Order.
38. SEVERABILITY. If any provision of this Order shall be determined to be invalid or unenforceable, such provision shall be deemed to be severed and the remainder of the Order shall be given full force and effect.
39. CAPTIONS AND HEADINGS. The Captions and Headings used herein are for convenience of reference only and shall not control or affect in any way the meaning, construction, or interpretation of any of the clauses herein.
40. ENTIRE AGREEMENT. The Order, including these terms and conditions and any exhibits or attachments, constitute the entire agreement and supersede all previous communications, negotiations, and representations, either verbal or written, between the parties with respect to the subject matter of the Order. This agreement shall not be changed, altered, or supplemented except pursuant to the Changes clause or a mutually executed written agreement.