

Supplier Purchase Order Terms & Conditions



Supplier Purchase Order Terms and Conditions

1. Offer, Acceptance and Additional Terms

- 1.1. Offer and Acceptance:** Each purchase order, revised order and product release (collectively “Order” or “Orders”) issued by HANWHA AZDEL, is an offer to SUPPLIER for the purchase of, raw materials, goods and/or services (“Materials”) and is governed by the express terms contained on the Order, any mutually signed commercial Agreement, these Supplier Purchase Order Terms and Conditions and any other document incorporated by reference to the Order, or to these Supplier Purchase Order Terms and Conditions. (Collectively, “Terms”) SUPPLIER accepts the Order and forms a contract by doing any of the following: (i) commencing any work under the Order, (ii) shipment of the Order, (iii) accepting the Order in writing, (iv) any performance that recognizes the existence of a contract, with respect to the subject matter of the Order. Any acceptance of the Order is expressly conditioned upon SUPPLIER acceptance of these Terms.
- 1.2. Additional Terms:** Any proposal for additional or different terms, or any attempt by SUPPLIER to change any Terms, whether included in SUPPLIER quotation forms, acknowledgement forms, invoices, correspondences or otherwise, are deemed material and therefore objected to and rejected by HANWHA AZDEL, but shall not operate as a rejection of the Order. Should SUPPLIER accept HANWHA AZDEL offer in accordance with Section 1.1, forming a contract, then Order shall be deemed accepted by SUPPLIER, without any additional or different terms.

2. Purchase Orders

- 2.1. Order Placement:** HANWHA AZDEL shall place Orders with SUPPLIER, via email, fax, US mail, EDI or other mutually agreeable means, for delivery to HANWHA AZDEL by SUPPLIER. Orders shall be dated on the day of issuance by HANWHA AZDEL and subsequently confirmed by SUPPLIER, within three (3) business days of placement, during normal business hours.
- 2.2. Order Format:** HANWHA AZDEL Orders shall specify the following information: (i) type of Materials, (ii) quantity of Materials, (iii) place of delivery or pickup, (iv) price of Materials, (v) delivery or pick-up date requested.
- 2.3. Order Changes:** HANWHA AZDEL reserves the right to make changes to Order as needed, provided HANWHA AZDEL permits SUPPLIER a reasonable lead time to make and confirm changes prior to shipment of the Materials. HANWHA AZDEL shall not change Orders that have been confirmed or have shipped, without SUPPLIER approval.

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3. Materials Requirements

- 3.1. Materials Warning:** No Order shall be received by HANWHA AZDEL until SUPPLIER has provided Material Safety Data Sheets (MSDS) and any other impact statements related to safety concerns for human life, animal life, the environment or property, (collectively “Warnings”) which may be raised by use, handling, transportation, storage and disposal of Materials, contained in the Order. Additionally SUPPLIER agrees to instruct HANWHA AZDEL in the proper use, handling, transportation, storage, and disposal of Materials whether in its original form or processed form and to notify HANWHA AZDEL of any changes to this information, at any time, prior to shipping the Order. HANWHA AZDEL reserves the right to review any proposed changes to the Order and refuse to purchase or accept any Orders HANWHA AZDEL deems unacceptable.
- 3.2. Materials Specification:** No Order shall be received by HANWHA AZDEL until all Materials on Order have been reviewed and approved by HANWHA AZDEL for shipment, as to their physical, chemical and structural characteristics including, but not limited to size, weight, shape, color, construction, dimensions, chemical formulation, and any other physical characteristics derived for a particular Materials formulation. (collectively “Specification”) The Specification is the standard against which the Materials are determined to be in conformity or not, unless the parties agree to some other written deviation for the Order. HANWHA AZDEL shall reject any Materials on the Order that fail to conform to the Specification, including whole or partial shipments. Should Materials be rejected as non-conforming, SUPPLIER shall bear the full responsibility for the return of Materials including, but not limited to all costs, damages, losses and expenses related to transportation, handling, storage or disposal of the non-conforming Materials.
- 3.3. Materials Modifications:** HANWHA AZDEL reserves the right to modify Materials on the Order at any time and as needed. SUPPLIER agrees to work with HANWHA AZDEL as soon as practicable to re-qualify Materials in accordance with the Specification approval process outlined in Section 3.2, should re-qualification be necessary. HANWHA AZDEL will provide SUPPLIER as much advance notice as practicable prior to modifying Materials and agrees to not modify Materials on Orders that have shipped.

4. Materials Forecasting and Manufacturing

- 4.1. Forecasting:** HANWHA AZDEL forecast quantities will be provided upon request by SUPPLIER, but are for planning purposes only. Forecasts are not binding on HANWHA AZDEL and may be changed or deleted at the HANWHA AZDEL’s sole discretion. Nothing in the Terms precludes HANWHA AZDEL from changing production lines, deleting products, adding suppliers or reducing the number of manufacturing facilities.
- 4.2. Source of Supply:** SUPPLIER guarantees it shall maintain sufficient inventory of the Materials to deliver Order(s) to HANWHA AZDEL within ordinary lead times,

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provided Order requirements are within twenty five (25%) percent of any annual, quarterly or monthly forecasted quantity, as agreed between the parties.

- 4.3. Manufacturing Facilities:** No Order shall be received by HANWHA AZDEL from SUPPLIER, until the manufacturing facilities, production lines, production equipment and production processes used for the production of Order Materials is pre-qualified by HANWHA AZDEL, unless otherwise agreed in writing between the parties. SUPPLIER shall not switch production lines, production equipment, production processes or production plant facilities for Order(s), without the written permission of HANWHA AZDEL.
- 4.4. Manufacturing Facility Inspections:** No Order shall be received by HANWHA AZDEL from SUPPLIER, until HANWHA AZDEL and its agents are granted permission for reasonable access to SUPPLIER manufacturing facilities from time to time. Access shall be permitted during regular business hours and provided reasonable advance notice is given, for the purpose of: (i) auditing compliance with SUPPLIER quality assurance programs, and (ii) inspecting SUPPLIER manufacturing facilities and operations, and (iii) reviewing all quality assurance records, and (iv) inspecting Materials during manufacture, and (v) witnessing any testing that pertains to the production of the Materials or Order(s). Audits and inspections shall not relieve SUPPLIER of its obligation to provide Materials that comply in all respects with HANWHA AZDEL Specifications or any other requirements the parties agree to.
- 4.5. Third Party Inspections:** For the same purposes and under the same guidelines as outlined in Section 4.4, SUPPLIER agrees to secure for HANWHA AZDEL reasonable access to manufacturing facilities of third party supplier's used by the SUPPLIER, for the production of Materials, for Order(s).

5. Packing and Marking:

- 5.1. Materials Packaging:** All Materials for the Order shall be appropriately packaged for safe transportation, handling, storage and use in accordance with all federal, state, local and international laws and any other applicable regulations, treaties, statutes and guidelines. All packaging shall be pre-approved by HANWHA AZDEL prior to shipment; clearly marked, labeled and suitable for safely containing the Materials enclosed within.
- 5.2. Materials Packing:** SUPPLIER shall secure, tie down, palletize, strap, wrap, label, box, crate, etc. (Collectively, "Pack") Materials for the Order in a manner adequate to protect against leakage, escape, damage and exposure while in transit and shall not charge HANWHA AZDEL an additional fee for providing the Pack, unless otherwise expressly stated in the Order.
- 5.3. Packing Lists:** Each Order shipment must contain a packing list indicating the following information:
- Order number.

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- Identification of the Materials shipping.
- Quantity of Materials in Net pounds per pallet contained in the shipment.
- Delivery date for the Order
- Other information necessary to accommodate HANWHA AZDEL instructions.

5.4. Certificate of Conformance: SUPPLIER shall provide a certificate of analysis or certificate of conformance for each Order shipped, certifying the Materials meet Specification.

6. Transportation

6.1. On Time Delivery: SUPPLIER agrees to 100% on-time delivery of all Orders, in the quantities ordered and on the dates confirmed by HANWHA AZDEL, unless the parties have made some prior alternative arrangement. HANWHA AZDEL reserves the right to reject, refuse to unload, or reschedule deliveries not delivered on time.

6.2. Alternate Delivery Dates: Should SUPPLIER determine after confirmation of an Order that it will be unable to meet the confirmed delivery date, SUPPLIER shall notify HANWHA AZDEL as soon as practicable, but at least forty eight (48) hours prior to the confirmed delivery date, to reschedule and confirm an alternate delivery date with HANWHA AZDEL, unless the reason for not meeting the confirmed delivery date should occur within the forty eight (48) hour time frame.

6.3. Incoterms Transportation:

- i. When HANWHA AZDEL contracts for carriage of confirmed Orders under Incoterms, HANWHA AZDEL specifies the carrier for delivery (“Delivering Carrier”) or assigns the right to SUPPLIER. SUPPLIER is responsible for scheduling Delivering Carrier to meet confirmed delivery date and HANWHA AZDEL pays all transportation costs, directly to Delivering Carrier.
- ii. When SUPPLIER contracts for carriage of confirmed Orders under Incoterms, SUPPLIER specifies the carrier for delivery (“Delivering Carrier”) and is responsible for coordinating Delivering Carrier to meet confirmed delivery date and also pays all transportation costs, directly to Delivering Carrier.
- iii. Should Delivering Carrier be unable to meet confirmed Order delivery date, or HANWHA AZDEL fail to specify Delivering Carrier, notwithstanding Section 6.3(i), SUPPLIER shall notify HANWHA AZDEL and HANWHA AZDEL may either identify an alternate Delivering Carrier or assign the right to the SUPPLIER.

7. Invoices, Payment and Pricing

7.1. Invoices: HANWHA AZDEL agrees to submit payment to SUPPLIER for Order invoice(s), once: (i) Materials are received, (ii) invoice is accurate, (iii) prices are correct, and (iv) adequate supporting documentation is attached, to validate invoice.

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- 7.2. Disputed Payments:** Should HANWHA AZDEL dispute any portion of an invoice for the Order, HANWHA AZDEL shall pay the undisputed portion of the invoice in accordance with the regular payment terms, pending resolution of the dispute. Upon resolution of any invoice dispute, payment is due, as agreed between the parties. Payment to SUPPLIER is not evidence of HANWHA AZDEL acceptance of Materials, nor does it relieve SUPPLIER of its obligation to deliver Order in accordance with the Terms.
- 7.3. Value Analysis/Value Engineering Reductions:** SUPPLIER shall in good faith, submit cost reduction proposals to HANWHA AZDEL annually, based on value analysis and value engineering reviews, designed to improve productivity and identify areas where costs may be reduced. Any reduction benefit achieved will be shared between the parties equally, with a non-binding target of two percent (2%) per year.
- 7.4. Price Adjustments:** All SUPPLIER requests for adjustment to HANWHA AZDEL prices shall: (i) be submitted in writing, (ii) provide at least sixty (60) days advance notice, (iii) allow HANWHA AZDEL at least one final purchase at the old price; prior to going into effect. SUPPLIER agrees to provide reasonable support documentation to HANWHA AZDEL with all proposed price adjustment(s).

8. Warranties

8.1. Warranty of Title:

- i. SUPPLIER warrants that all Materials delivered to HANWHA AZDEL shall be of good title and any rightful transfer shall be free from all security interests, claims, demands, liens and other encumbrances.
- ii. SUPPLIER warrants that should any Materials delivered to HANWHA AZDEL, fail to conform to the warranty in 8.1(i), SUPPLIER shall at its own expense, defend the title and promptly cause any security interest, claim, demand, lien or other encumbrance to be cleared and removed.
- iii. SUPPLIER warrants that should it fail to satisfy the warranty in 8.1(ii), HANWHA AZDEL, may at its option either, (i) remove any security interest, claim, demand, lien or other encumbrance from the title and hold SUPPLIER liable for all expenses incurred to remove, or (ii) revoke its acceptance of the Materials, in which case SUPPLIER shall promptly refund any compensation received from HANWHA AZDEL for the Materials, plus refund any costs incurred by HANWHA AZDEL related to the revocation.

- 8.2. Transfer of Title and Risk of Loss:** Title to Materials and the risk of loss are vested in the SUPPLIER until Materials are received by HANWHA AZDEL at HANWHA AZDEL's dock, at which time title to the Materials transfers along with the risk of loss, from SUPPLIER to HANWHA AZDEL, unless HANWHA AZDEL is responsible for transportation of Materials, in which case title to Materials and the risk of loss, transfer from SUPPLIER to HANWHA AZDEL, at the point of

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HANWHA AZDEL, directly or indirectly through an agent, taking physical possession of Materials.

8.3. Warranty of Quality:

- i. SUPPLIER warrants that all Materials delivered to HANWHA AZDEL; (i) conform to the written Specification, (ii) are merchantable, (iii) are free from defects in composition, workmanship, design, construction and performance, and (iv) are fit for the ordinary purpose for which such Materials are used.
- ii. SUPPLIER warrants that, should Materials fail to conform to the Warranty in 8.3(i), SUPPLIER shall: (i) pickup any nonconforming Materials and replace with conforming Materials, within ten (10) business days from the date SUPPLIER, receives notice of nonconformity, or (ii) refund the full purchase price to HANWHA AZDEL for all nonconforming Materials, or (iii) bring any nonconforming Materials into conformance; at HANWHA AZDEL's option and at no cost to HANWHA AZDEL.
- iii. SUPPLIER warrants that, should HANWHA AZDEL suffer any production related shortages due to Materials nonconformity, SUPPLIER shall expedite shipping or airfreight replacement Materials to HANWHA AZDEL as needed, and bear all costs associated with replacing the nonconforming Materials, including, but not limited to, transportation, handling, storage, administrative fees and disposal.
- iv. If SUPPLIER is unable to remedy any Materials nonconformity within a reasonable timeframe, not to exceed thirty (30) days, HANWHA AZDEL shall be allowed to purchase cover Materials from alternate Suppliers and SUPPLIER agrees to reimburse HANWHA AZDEL for any cost differential, between the SUPPLIER cost and the cover cost for Materials.
- v. SUPPLIER shall reimburse HANWHA AZDEL for all costs, expenses, damages and losses incurred by HANWHA AZDEL, related to the delivery of nonconforming Materials to the HANWHA AZDEL without limit.
- vi. In response to nonconforming Materials, SUPPLIER agrees to provide, upon request, the root cause determination along with corrective actions and reimbursement, for all Materials that fail to conform to the Specification.

8.4. Latent Defects: Latent defects to Materials are present at the time of receiving, but not visible, therefore are deemed nonconforming as per the Specification, upon discovery. HANWHA AZDEL shall inspect Materials upon delivery, or as soon as reasonably practicable and provide notice to SUPPLIER of any latent defect(s) discovered. Latent defects are warranted by SUPPLIER and governed in accordance with Section 8.3.

8.5. Recall: In the event of SUPPLIER recall of any Materials, HANWHA AZDEL agrees to cooperate as much as is practicable and to establish a reasonable process

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for managing the recall. SUPPLIER shall be responsible for all costs and expenditures incurred by HANWHA AZDEL related to recalls including, without limited shipping, storage, transportation, handling, disposal, labor, travel, etc. HANWHA AZDEL will use reasonable efforts to mitigate costs and expenditures in executing SUPPLIER recalls.

9. Indemnity and Liability

- 9.1. Indemnification:** Each party agrees to fully indemnify, hold harmless and defend (collectively ‘indemnify’ or ‘indemnification’) the other party, its officers, directors, parent companies, affiliates, employees and assigns against all damages, losses, liabilities, claims, demands, actions, suits, settlements, judgments and expenses (including reasonable attorney’s fees and professional fees) whether or not involving a third party claim, which arise out of or relate to the Indemnifying Party’s (i) performance under the terms of the Agreement; (ii) breach of any representation, warranty, covenant, duty or obligation under the Agreement or applicable law; (iii) negligence, (iv) gross negligence, (v) willful misconduct; in each case whether or not the relevant Claim has merit. The Indemnifying Party’s obligation to indemnify, hold harmless and defend applies regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent claims are the result of the Indemnified Person’s own negligence, gross negligence or willful misconduct.
- 9.2. Own Defense:** The Indemnified Person has the right to be represented by and actively participate, through its own counsel, in the defense and resolution of any indemnification related matter, at its own expense.
- 9.3. Liability:** HANWHA AZDEL’s entire liability to SUPPLIER or any third party, for all losses, injuries, damages or claims from any cause whatsoever, shall be limited to SUPPLIER’S actual direct damages, not to exceed the amount paid by HANWHA AZDEL for the Materials related to the claim or cause of action. In no event shall HANWHA AZDEL, its officers, directors, shareholders, parent companies, affiliates, agents or employees be liable under, or in connection with the Order, under any legal or equitable theory, including whether based upon negligence, strict liability, products liable, etc., be responsible for lost profits, special, incidental, consequential, exemplary or punitive damages.

10. Force Majeure

- 10.1. Events of Force Majeure:** Any delay or failure by either party to perform its obligations shall be excused, if the non-performance is due to events beyond the party’s reasonable control and without its fault or negligence. (“Force Majeure”) Examples of these events include, but are not limited to: acts of God; unusually severe weather; war; embargo; natural disaster; sabotage; explosion; riot; fire; strike or labor dispute; actions or failures to act on the part of governmental authorities, which delay or prevent performance; or the party’s inability despite due diligence to obtain required licenses. A delay or failure to perform caused by the SUPPLIER’s source

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of supply being restricted is not an event of Force Majeure, unless the delay or failure to perform is also due to an event of Force Majeure, as defined here.

- 10.2. Notice and Response:** Subject to 10.1, if performance by either party is delayed or prevented due to Force Majeure, the time for that performance shall be extended for a period reasonably necessary to overcome the effect of the Force Majeure. The party whose performance is delayed by the Force Majeure shall as soon as possible, but not more than twenty four (24) hours after the occurrence, provide written notification to the other party as to the nature of the delay. The notification shall include a complete explanation of the Force Majeure event and its cause, the status of the Force Majeure, and any actions taken to overcome the Force Majeure. The party whose performance is delayed by the Force Majeure shall exercise due diligence to overcome delays caused by the Force Majeure and shall use reasonable measures to make up for any time lost. SUPPLIER shall not be entitled to an increase in price, or that portion of the price derived from the cost of transportation, as a result of the Force Majeure.
- 10.3. Suspension and Termination:** The non performing party may, at its option, suspend performance during the Force Majeure, and no liability shall attach against either party. In the event the Force Majeure event continues for sixty (60) days or more, either party shall have the right to terminate the Order upon written notice.
- 10.4. Orders:** During Force Majeure events HANWHA AZDEL shall have the right to terminate any outstanding Orders SUPPLIER is unable to fill, and place Orders with competitive suppliers. If competitive suppliers are utilized to fill Orders during Force Majeure events, HANWHA AZDEL shall reduce SUPPLIER'S Materials forecasts proportionally during the Force Majeure event without penalty, for shortages.

11. Confidential Information

- 11.1. Use of Confidential Information:** Both parties agree to treat all information shared as confidential (as defined below) and therefore shall only disclose Confidential Information to its officers, directors, trustees, employees, attorneys, agents, insurers, accountants and other advisors, parents, subsidiaries, affiliates, and third-party suppliers who have a legitimate need to know, and then only if those entities are informed of the confidential nature of the information and are bound to the same or greater degree of care as the Receiving Party uses to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Confidential Information.
- 11.2. Confidential Information Defined:** The term "Confidential Information" means all material or information relating to a party's product(s), research, development, trade secrets, manufacturing processes, practices, business operations and matters the party treat as confidential, or the Receiving Party should reasonably know is confidential. The existence of, and terms and conditions for the Order shall also be considered Confidential Information of the HANWHA AZDEL and is governed by this section, unless otherwise agreed between the parties.

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- 11.3. Disclosure of Confidential Information:** Notwithstanding Section 11.1, a Receiving Party may use or disclose for any purpose, any information it can demonstrate: (i) is or becomes publicly known through no act or fault of the Receiving Party, or (ii) is developed independently by the Receiving Party without access to, or knowledge of the Disclosing Party's Confidential Information, or (iii) is known by the Receiving Party when disclosed by the Disclosing Party and the Receiving Party is under no duty to maintain its confidentiality, or (iv) is rightfully obtained by the Receiving Party from a third party, under no duty to maintain its confidentiality. The Receiving Party may also disclose Confidential Information of the Disclosing Party, provided the Receiving Party: (a) is required by a court of law or other governmental authority to disclose, (b) gives the Disclosing Party reasonable prior notice of the disclosure, (c) uses reasonable efforts to resist disclosing the Confidential Information, and (d) cooperates with the Disclosing Party, upon request, to obtain a protective order or otherwise limit the disclosure.
- 11.4. Injunctive Relief:** Both parties acknowledge that any breach of confidentiality would cause the other party irreparable injury for which it would not have an adequate remedy at law, therefore in the event of a breach, the non-breaching party is entitled to seek injunctive relief, in addition to any other remedies it may have available, at law or in equity.
- 11.5. Return of Confidential Information:** Upon Disclosing Party's request, Receiving Party shall return all Confidential Information in its possession or under its control and agrees to not retain copies of Disclosing Party's Confidential Information.

12. Termination

- 12.1. With Notice:** HANWHA AZDEL may terminate the Agreement at any time, for any reason, by providing ninety (90) days prior written notice to the other party.
- 12.2. With Breach:** Either party may terminate the Agreement, upon written notice to the other, if a party breaches, or repudiates, a material term of the Agreement and the breach remains uncured for sixty (60) days after receiving the non-breaching party's written notice, specifying the alleged breach and requesting an appropriate cure.
- 12.3. Insolvency and Bankruptcy:** Either party may terminate the Order immediately upon written notice, in the event the other party: (i) is dissolved, or (ii) files any petition for relief under bankruptcy laws of any governmental authority, or (iii) has a petition filed against it, which is not dismissed or otherwise resolved in its favor, within sixty (60) days of being filed, or (iv) voluntarily or involuntarily enters receivership or any similar insolvency proceeding, or (v) makes a general assignment for the benefit of creditors, or (vi) commences any winding up or liquidation process, or (vii) fails to, or becomes unable to, generally pay its debts as due, or (viii) ceases to function as an on-going business concern or stops conducting its ordinary business operations, or (ix) takes any action to accomplish any of the foregoing.

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- 12.4. Orders and Invoices:** At termination, (i) all outstanding orders as of the date of notice shall be completed and shipped, (ii) all outstanding invoices up to and including the effective date of the termination, shall be paid as due, (iii) all existing Materials in inventory shall be depleted from inventory or guaranteed by HANWHA AZDEL, prior to termination taking effect, (iv) all remaining unique raw materials, for which there is no other viable outlet, shall be depleted from inventory or guaranteed by HANWHA AZDEL prior to termination taking effect.
- 12.5. Default:** In the event SUPPLIER defaults, HANWHA AZDEL may terminate any Purchase Order(s) or Agreement(s) with SUPPLIER and SUPPLIER shall be liable for all cost and expenses, including reasonable attorneys' fees incurred by HANWHA AZDEL, resulting from any default.

13. Compliance with Laws

- 13.1. General:** SUPPLIER agrees to comply with all United States laws (federal, state and local) and foreign laws, rules, regulations, treaties and ordinances applicable to performance of its obligations under the Order. SUPPLIER shall also obtain and maintain in good standing all governmental licenses, permits, registrations and any other approvals necessary for the lawful operation of facilities, equipment and personnel, required for performance of the Order.
- 13.2. Conflict Resolution:** The parties shall attempt in good faith to take reasonable informal steps to resolve any disputes arising out of or relating to this Agreement ("Dispute") before pursuing arbitration. If resolution between parties cannot be reached within thirty (30) days, the parties agree to forward the Dispute to senior level managers or officers of the company. If the Dispute still has not come to a resolution within thirty (30) days by the senior level management, the parties then agree to participate in non-binding mediation, in accordance with the mediation rules and procedures of the American Arbitration Association. The parties agree to share equally in the costs of mediation and to negotiate in good faith toward resolution of the Dispute. If resolution cannot be reached between the parties after all previous options have been exhausted, then and only then, may a party file for arbitration in accordance with the arbitration rules and procedures of the American Arbitration Association. The parties agree to each bare their own costs for arbitration.
- 13.3. Choice of Law:** The Order shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws rules.

14. Miscellaneous

- 14.1. Non-waiver:** The failure of either party to demand strict performance of the terms of the Order or to exercise any right conferred upon it, shall not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future.

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- 14.2. Severability:** In the event any provision of the Order is deemed as a matter of law to be unenforceable or null and void, the in validated portion shall be deemed severable from the Order and the remainder of the Order shall continue in full force and effect.
- 14.3. Assignments:** The Order and all covenants and terms shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns. Neither party shall assign, subcontract or otherwise delegate any of its rights or obligations without the prior written consent of the other party.
- 14.4. Remedies Not Exclusive:** Where remedies for breach of contract are provided, those remedies are in addition to all other available remedies at law or in equity, for the Order, unless otherwise expressly provided. Where no specific remedy for a breach of contract is specified, the non-breaching party shall be entitled to pursue all available remedies at law or in equity, for the Order.
- 14.5. Modification:** The Order may only be modified in a writing that refers to the Order and is signed by both parties.
- 14.6. Notice:** All certificates or notices required under the Order shall be in writing and delivered to the representative identified by the parties, for the matter being addressed.
- 14.7. Website:** HANWHA AZDEL may from time to time post revised Supplier Purchase Order Terms and Conditions to the HANWHA AZDEL internet website, located at <http://www.azdel.com>. (“Website”) Any such revisions are deemed to form part of the Supplier Purchase Order Terms and Conditions, as of the effective date of the revision. Should any inconsistency occur between an Order, Agreement or Terms and Conditions and the Website, the document shall control, unless the revision specified on the Website expressly indicates otherwise. SUPPLIER shall be responsible for checking postings on a periodic basis.