

Purchase Order Terms and Conditions

The Vecoplan logo features the brand name in a bold, blue, sans-serif font. A registered trademark symbol (®) is positioned to the upper right of the final letter 'n'. The logo is centered horizontally between two vertical teal bars that extend from the top to the bottom of the page.

1. Certain Definitions.

“**Activities**” means any services or other activities that Seller and/or Seller Personnel are requested or required to perform on the premises of Vecoplan or those of a third party.

“**Agreement**” means the Purchase Order, together with the Terms.

“**Claim/Liability**” means any claim, liability, loss, damage, demand, lawsuit, cause of action, strict liability claim, penalty, fine, administrative law action and order, expense (including but not limited to attorneys’ fees and expenses) and/or cost of every kind and character.

“**Goods**” means the goods to be produced or supplied hereunder by Seller and any services performed by Seller in connection therewith.

“**Indemnified Parties**” means, individually and collectively, Vecoplan, its affiliates and the respective employees, officers, directors, shareholders, partners and members of each of the foregoing entities.

“**Vecoplan**” means the applicable Vecoplan entity purchasing hereunder the Goods at issue.

“**Vecoplan Materials**” means any tangible property provided to Seller by Vecoplan on which or to which Vecoplan has requested that Seller perform the services, including, but not limited to, equipment, parts, raw materials, work in process and finished materials.

“**Law(s)**” means laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, standards, orders, writs, judgments, injunctions or decrees of any governmental authority, international conventions, and any other rules or directives of any authority or regulatory body, whether or not an agency of any government.

“**Purchase Order**” means the purchase order issued hereunder from time to time by Vecoplan, which shall include the specifications for the Goods to be provided thereunder and under this Agreement and any mutually agreed upon pricing or scope of work document related to the Goods.

“**Resulting Liability**” means all other resulting costs, including any applicable Taxes, damages or other harm, including, without limitation (i) those resulting from conforming Goods being unavailable to Vecoplan as contemplated hereunder, and (ii) delivery, transportation, care and custody, storage and handling costs and costs of re-delivering replacement Goods.

“**Seller**” means the party selling the Goods as shown in the Purchase Order.

“**Seller Personnel**” means Seller’s employees, agents and any individuals that Seller, its subcontractors, vendors, carriers or other agents invite or permit onto any Vecoplan property or facility.

“**Specialty Goods**” means those goods that are manufactured or fabricated to Vecoplan’s unique specifications and specifically prepared for Vecoplan pursuant to the Purchase Order.

“**Tax**” or “**Taxes**” means any tax, charge, fee, levy, duty or other assessment of a similar nature, including but not limited to, income, gross receipts, profits, lease, service use, wage, wage withholding, employment, workers compensation, excise, sales, use, transfer, license, payroll, franchise, severance, social security, unemployment, disability, ad valorem, business license or other tax or governmental fee of any kind whatsoever, imposed or required to be withheld by any tax authority including interest, additions to tax or penalties applicable or related thereto, whether disputed or not, for which a Party may be liable.

“**Terms**” means these Purchase Order Terms and Conditions.

2. Terms of Sale.

All purchases by Vecoplan of the Goods from Seller under the Purchase Order are expressly limited to and conditioned upon acceptance of these Terms. Any additional or conflicting terms and conditions contained on, attached to or referenced by Seller’s sales confirmation or other document provided by Seller shall not be binding on Vecoplan and shall have no effect on the purchase of any Goods by Vecoplan from Seller and are expressly rejected by Vecoplan. These Terms along with the Purchase Order are deemed an offer to purchase by Vecoplan. Seller’s commencement of performance (including selling of the Goods, shipment of the Goods or acknowledgement of the Purchase Order) shall, in all cases, constitute Seller’s unqualified and unconditional acceptance of the Terms.

3. Delivery and Acceptance.

3.1. Unless otherwise specified in the Purchase Order, Seller shall deliver all Goods DDP (INCOTERMS 2000) the location designated by Vecoplan in the Purchase Order.

Title, risk of loss and risk of contamination of Goods will pass to Vecoplan after the Goods are unloaded or discharged at such location and upon Vecoplan’s acceptance of the Goods. At such time as the title of the Goods passes to Vecoplan, the Goods shall be deemed delivered to Vecoplan. Seller hereby assumes all risk and liability (regarding the Goods) arising prior to delivery to Vecoplan, and Vecoplan shall not be liable to Seller or others for any loss or damage to persons, property or the environment arising out or related to any Goods prior to their delivery to Vecoplan.

3.2. In its preparation of the transportation of the Goods, Seller shall clearly state, in each bill of lading, packing sheet, package or container, Vecoplan’s Purchase Order number and other information requirements as specified in the Purchase Order. No charges will be allowed for packing, crating or cartage except as specified in the Purchase Order.

3.3. Vecoplan shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, a Party may send a written claim for any adjustment in price resulting from the change(s). Seller waives any claim by Seller for adjustment if such claim is not received in writing by Vecoplan prior to the applicable delivery hereunder. Vecoplan’s claims for adjustment shall be deemed agreed to by Seller unless Vecoplan receives Seller’s objection thereto within the earlier of ten (10) days after the date of such claim or the date of delivery.

3.4. Deliveries of the Goods shall be made in quantities and at times specified in the Purchase Order or in supplementary schedules furnished to Seller by Vecoplan. Vecoplan may temporarily suspend scheduled deliveries. If Goods are delivered in advance of the time specified, Vecoplan may return such Goods to Seller at Seller’s risk and expense. If Seller has reason to believe deliveries will not be made as scheduled, it will immediately provide written notice to Vecoplan setting forth the extent and cause of the anticipated delay.

3.5. Vecoplan may reject any rail cars, trucks, transports, barges, vessels, containers or storage presented for loading, unloading, and/or transfer which, in Vecoplan’s sole opinion, would present an unsafe or potentially unsafe situation. In addition, Vecoplan may refuse to load, unload, transfer or handle any Goods under any conditions it deems, in its sole discretion, unsafe, including, without limitation, any conditions caused by drivers, personnel, equipment, procedures, and/or weather conditions.

3.6. Seller shall not deliver hereunder any quantity, substance or items not specified by name and description in the Purchase Order. If and to the extent Seller loads, unloads or ships anything designated as hazardous materials or other such designation under applicable Laws, then Seller hereby agrees and warrants that all such materials shall be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable Laws. Seller shall indemnify, defend and hold Vecoplan harmless from all claims, liabilities, losses, damages, penalties, expenses and/or other harm, of whatever nature, to which Vecoplan may become subject as a result of Seller’s failure to comply with this paragraph.

3.7. Seller shall supply Vecoplan, on a timely basis, with Material Safety Data Sheets (“MSDS”) for the Goods, if required to do so by Law, which MSDS will be complete and accurate in disclosing risks and dangers of the Goods and of handling or processing the same.

3.8. All Goods tendered or delivered hereunder are subject to inspection and approval by Vecoplan's authorized representative before and after delivery, notwithstanding payment therefor. Payment for Goods will not constitute acceptance and Vecoplan will have a reasonable time after actual receipt of Goods to accept or reject. Rejected Goods will be held and will be returned or disposed of, both at Seller's sole risk and expense. Seller shall promptly give instructions on disposition of such Goods; provided, however, in the case of Specialty Goods, such disposition shall be pursuant to instructions from Vecoplan, if so provided.

3.9. If and to the extent Goods sold hereunder are to be delivered to any Vecoplan facility and/or Seller or Seller Personnel are otherwise requested or required to be at Vecoplan's facilities, Vecoplan shall have the right to require the execution of an access agreement or a services agreement prior to granting Seller and/or Seller Personnel access to such facilities. Vecoplan shall have the right, in its sole discretion and without cause, to deny, at any time, access of any individual to any Vecoplan facility or site.

3.10. In its performance of its obligations under this Agreement, Seller agrees to comply with all applicable Laws and Vecoplan's then-current policies, rules and regulations, including, without limitation, the safety policies, rules and regulations of Vecoplan's facilities. It shall be Seller's responsibility to obtain, and to be familiar with, such Laws, policies, rules and regulations.

3.11. Seller's relationship to Vecoplan under this Agreement shall be that of an independent contractor. Except as otherwise expressly agreed by the Parties, Seller Personnel, facilities and equipment used by Seller shall at all times be under its exclusive direction and control. Seller is fully and solely responsible for the compensation, benefits, and all Taxes applicable to Seller Personnel, regardless of Seller Personnel characterization by the Parties, government agencies, or the courts. Seller Personnel are not eligible for Vecoplan's employee benefit programs.

3.12. Title to the Vecoplan Materials shall all times remain with Vecoplan. Seller assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of all Vecoplan Materials while in Seller's care, custody or control. In the case of any loss, theft, damage, or destruction of any Vecoplan Materials, Vecoplan shall be advised within one (1) hour of Seller's knowledge of the incident. Seller shall reimburse Vecoplan for any Vecoplan Materials which are lost, damaged or destroyed or contaminated while in Seller's care, custody or control based on its current replacement cost to Vecoplan. Seller shall at all times segregate and prominently identify the Vecoplan Materials indicating ownership by Vecoplan. Seller shall maintain the Vecoplan Materials at Seller's location and shall obtain the prior written approval of Vecoplan before moving any Vecoplan Materials to a new location. Seller and Seller Personnel shall cooperate fully with Vecoplan, including, but not limited to, approving or signing any and all appropriate filing or other documents, to preserve the interests of Vecoplan in the Vecoplan Materials. In the event that Seller performs any repair work on or makes any modifications to any Vecoplan Materials, Seller warrants and covenants that the work shall conform to all requirements of this Agreement, shall be in strict conformance with best practices consistent with the standard of care applicable to such work and shall be free from any defects in design, workmanship and material that shall appear within one (1) year following final acceptance of the work by Vecoplan. Vecoplan may require Seller to correct defective or non-conforming work or Vecoplan may have the work corrected by others, and, in either event, Seller shall bear the cost, including any applicable Taxes, of such correction and any damages or expenses caused by such defective or non-conforming work.

4. Seller Activities on Vecoplan or Third Party Premises.

4.1. If, in Seller's obligations under this Agreement, Seller or Seller Personnel is required to perform any Activities, Seller shall take all necessary precautions to prevent the occurrence of any accidents, injury or damage to any person or property during such Activities. In addition and to the fullest extent permitted by Law, Seller hereby releases and agrees to indemnify, defend and hold harmless each of the Indemnified Parties from and against, any Claim/Liability, whether or not involving a Claim/Liability by, or of, an Indemnified Party, arising out of or in any way incident to the Activities performed, or to be performed, or Goods provided, or to be provided, by Seller or its subcontractors, or any of their respective employees or agents under this Agreement, regardless of whether such harm is to Seller, its employees or officers, the Indemnified Parties, or any other person or entity. The duty to release, indemnify, defend, and hold harmless the Indemnified Parties shall include, but not be limited to, any Claim/Liability that results from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnified Parties or their agents, except Seller shall not be liable under this Paragraph for Claim/Liability resulting from the sole (100%) negligence of Indemnified Parties. Seller's duties under this Paragraph shall survive the termination, revocation, or expiration of this Agreement. If the relevant Vecoplan or third party premises are located in the U.S.A., notwithstanding anything to the contrary herein, the Laws of the state where such premises are located shall govern this Paragraph.

4.2. To the extent, and during the periods, that Seller and/or Seller Personnel conduct Activities hereunder, Seller shall procure and maintain the following, satisfactory in form and substance to Vecoplan: (a) worker's compensation and employers' liability insurance, as required by applicable law; (b) commercial general liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury and property damages; and (c) automobile liability insurance, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident, with contractual liability coverage. The foregoing insurance shall (i) include a requirement that the insurer provide Vecoplan with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance; (ii) name Vecoplan as an additional insured on such policy, with such insurance being primary to and not in excess of any other insurance available to Vecoplan; (iii) contain a waiver of the right of subrogation against Vecoplan and an assignment of statutory lien, if applicable, in a form satisfactory to Vecoplan; (iv) be primary to and not in excess of any other insurance available to Vecoplan; and, (v) not be subject to any self insured retentions ("SIRs") unless specifically consented to in writing by Vecoplan. All SIRs and deductibles shall be the responsibility of and for the account of Seller. In no event shall Vecoplan's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Seller's policies. The above insurance provisions are independent of the indemnity provisions of this Agreement. Seller shall, before commencing the Activities, provide Vecoplan with a certificate satisfactory to Vecoplan of the insurance coverages and endorsements described above. If requested by Vecoplan, Seller shall provide Vecoplan with certified copies of all policies.

4.3. If Seller and Vecoplan execute an access agreement or services agreement in connection with this Agreement pursuant to Paragraph 3.9 above, such access agreement or services agreement shall supersede this Section 4.

5. Warranty

5.1. Seller warrants and covenants the following: (i) the Goods shall conform to the Goods specifications referred to in the Purchase Order and shall be of merchantable quality and free from defect in design, material or workmanship; (ii) the Goods will conform to any statements or representations made to Vecoplan, orally or in writing, or appearing in Seller's literature or advertisements; (iii) the Goods will be safe and appropriate for the purpose for which goods of that kind are normally used and, if Seller knows or has reason to know the particular purpose for which Vecoplan intends to use the Goods, the Goods will be fit for such particular purpose; (iv) Seller will deliver good and marketable title to the Goods and the Goods shall be delivered free of liens or encumbrances; and (v) Seller has complied in all respects with all Laws applicable to the manufacture, transportation and delivery of the Goods.

5.2. Seller shall cause all warranties by suppliers of goods or services applicable hereunder to be assigned to Vecoplan and shall take all measures which Vecoplan considers necessary or desirable to assure that Vecoplan timely receives the full benefit of all such warranties, regardless of whether they are assignable. Seller shall provide Vecoplan true copies of all such warranties.

6. Default.

6.1. In the event Seller fails to deliver conforming Goods as required under this Agreement, Seller shall, at its sole cost and expense, promptly deliver, and/or replace non-conforming or defective goods with Goods meeting the specifications and requirements of the applicable Purchase Order and Seller shall bear any and all Resulting Liability. Notwithstanding the foregoing, in lieu of the replacement of such non-conforming or defective goods, Vecoplan shall have the right, in its sole discretion, to terminate the Purchase Order with respect to the applicable Goods upon written notice to Seller and Seller shall refund to Vecoplan all amounts paid by Vecoplan, including any applicable Taxes, with respect to such Goods and bear all costs of Vecoplan purchasing replacement goods and all other Resulting Liability.

6.2. If delivery of the Goods is not completed within the time specified, Vecoplan shall not be required to accept such Goods and may, without liability and in addition to its other rights and remedies, terminate the Purchase Order for the Goods not timely delivered.

6.3. Should legal proceedings be instituted relating to this Agreement, the prevailing party shall be entitled to recover from the other all court costs, reasonable attorney's fees and expenses incurred thereby.

7. Invoicing/Compensation.

7.1. For each delivery of Goods hereunder, Seller shall submit to Vecoplan's authorized representatives an invoice, in a form satisfactory to Vecoplan, setting forth the Purchase Order number and each item of Goods delivered pursuant to such Purchase Order. Such invoice shall use the prices set forth in the Purchase Order. In addition, Seller shall separately state any applicable Taxes from the price of Goods and show the sales tax rate or rates used to calculate such Tax. Seller shall furnish, upon demand, any records relating to the invoice prior to or after payment by Vecoplan.

7.2. Within sixty (60) days after Vecoplan receives the invoice required above, Vecoplan shall pay Seller the undisputed amounts set forth in such invoice; provided that Vecoplan shall have no obligation to pay any amounts due in connection with this Agreement in the event of any breach of this Agreement by Seller. Notwithstanding the foregoing, any payment otherwise due on a Saturday, Sunday or Vecoplan holiday shall be due on the following business day. Payment shall be considered made when payment checks are mailed by Vecoplan, when Seller charges Vecoplan's credit card (if so authorized by Vecoplan) or when payment by electronic funds transfer is initiated by Vecoplan. Vecoplan shall be entitled at all times to "Set-off" against any amount that Vecoplan owes to Seller. "Set-off" means any set-off, offset, combination of accounts, or netting of dollar amounts or retention rights.

7.3. Neither payment for, nor acceptance of, any or all of the Goods shall relieve Seller of liability for failure to fully perform its obligations under this Agreement.

7.4. Vecoplan shall pay to Seller the amount of any applicable sales, use or value added tax imposed on Goods as a result of any sale hereunder that (a) state or local taxing authorities require Seller to collect from Vecoplan, and (b) is not subject to an exemption certificate, a direct pay permit or other exemption document. If any sale is so subject to exemption, Vecoplan shall provide Seller with copies of such documents or other appropriate evidence. Except to the extent described above, Seller shall pay all Taxes which may now or hereafter be imposed on or with respect to the manufacturing, production, transportation, sale or delivery of the Goods. If Vecoplan is required to pay any Taxes that are Seller's responsibility hereunder, Seller shall reimburse Vecoplan for such Taxes within ten (10) days of notice hereunder. In any event, Vecoplan shall not pay nor be responsible for any Taxes owed but not paid by Seller within Seller's applicable state and local statute of limitation period, including any extensions, where Vecoplan's statute of limitation period has expired. Vecoplan shall be entitled to all applicable duty drawback allowances and Seller shall provide all assistance needed by Vecoplan in connection with Vecoplan's application for same. Seller agrees that it shall, upon Vecoplan's requests from time to time hereunder, furnish completed Certificates of Delivery or Certificates of Manufacture and Delivery (CF-7552) and retain substantiating documentation in accordance with 19 U.S.C. Section 1313. Vecoplan reserves the right to issue to Seller direct-pay permit certificates, where applicable, exempting specific Goods from state and local sales and use taxes. In such instances, Vecoplan shall be responsible for accruing and remitting any applicable sales and use taxes on Goods to the appropriate taxing authorities and Seller shall not invoice Vecoplan for such Taxes.

8. Audit and Records.

Audit and Records. Vecoplan shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents, invoices and other data pertaining to this Agreement. Seller shall cooperate in furnishing to Vecoplan all such records, documents, invoices and other data in connection with any such audit. Seller shall maintain all such records, documents, invoices and other data for six (6) years after their origination date. Seller agrees to cooperate with Vecoplan to utilize applicable tax exemptions in relation to transactions pursuant to this Agreement. Such cooperation, during tax audits of Seller by governmental agencies can include sharing information up to providing Vecoplan with a valid power of attorney in order for Vecoplan to directly represent itself before such governmental agencies.

9. Tooling and Proprietary Rights.

Tooling and Proprietary Rights. All tooling (including patterns, fixtures or jigs) created for purposes of this Agreement shall be the property of Vecoplan. Seller hereby assigns to Vecoplan all rights, title and interest in any drawings, designs, specifications, models, perspectives, software or other intellectual property, including, but not limited to, copyrights, patents, trademarks and trade secrets, created or to be created under this Agreement. Seller grants to Vecoplan and its affiliates a nonexclusive, royalty-free, worldwide, perpetual right and license to use, make, sell, offer for sale, import or export any product or process in any field, which incorporates or is based on Goods to be provided to Vecoplan under this Agreement. Seller hereby represents, warrants and covenants that it has not infringed or misappropriated and that it shall not infringe or misappropriate: (i) any patent covering Goods or use or sale thereof, or any method embodied in or resulting from the Goods, or (ii) any copyright, trademark, trade secret or, without limitation, other proprietary right with respect to the Goods. Seller agrees to indemnify, defend and hold Vecoplan harmless from and against all claims, liabilities, losses, damages, penalties, expenses and/or other harm arising from any actual or alleged claim that the Goods and/or the use and/or sale of the Goods by Vecoplan or its customers infringes, or misappropriates, any patent, copyright, trademark, trade secret and/or other proprietary right. Such obligation shall survive the acceptance of the Goods and payment therefore by Vecoplan.

10. Proprietary Information.

Proprietary Information. All information that Seller acquires from Vecoplan hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including without limitation, any confidential or proprietary information relating directly to Vecoplan's business and that of its affiliated companies and subsidiaries, including, but not limited to, products, customer lists, pricing/costing policies and data, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, methods of manufacture, technical processes, designs and design projects, drawings, inventions and research programs, trade "know-how", trade secrets, specific software and computer/PLC/microprocessor programs, object and source codes, user manuals, systems documentation, and other business affairs of Vecoplan and its affiliated companies and subsidiaries (collectively, "Proprietary Information"). Seller (i) shall hold Vecoplan's Proprietary Information in strictest confidence, (ii) shall not disclose it to others, (iii) shall use it solely for purposes of this Agreement and (iv) shall, upon Vecoplan's request, either promptly deliver to Vecoplan all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Vecoplan's option, destroy such Proprietary Information and provide Vecoplan certification of such destruction. Seller shall limit disclosure to its officers, partners, employees and professional advisors with a reasonable "need to know" the information. None of the Proprietary Information may be copied, duplicated, or otherwise reproduced in any form. Seller will not directly or indirectly analyze or reverse engineer samples provided as part of the Proprietary Information without the written permission of Vecoplan; provided, however, that any such analysis will be considered part of the Confidential Information. Nothing in this Agreement shall be construed as granting any rights or licenses in any Proprietary Information beyond the right to use such information only for the limited purpose expressly specified herein. The obligations under this Paragraph shall survive the expiration or termination of this Agreement. Because an award of money damages would be inadequate for any breach of this Section 10 by Seller or Seller Personnel and any such breach would cause Vecoplan irreparable harm, Seller agrees that, in the event of any breach or threatened breach of this Section 10, Vecoplan will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Section 10 but will be in addition to all other remedies available at law or in equity to Vecoplan.

11. Privacy.

Privacy. Unless otherwise agreed in writing by Vecoplan in each instance, Seller shall neither disclose nor use any information disclosed or made available to Seller by Vecoplan by which the identity of a natural person could be revealed.

12. Publicity and Corporate Identity.

Publicity and Corporate Identity. Unless it obtains the prior written consent of an officer or manager of Vecoplan, Seller shall not: (i) use any name, trade name, logo, trademark, or service mark owned or used by Vecoplan, or (ii) represent, directly or indirectly, that any product or service offered by Seller has been used, approved or endorsed by Vecoplan.

13. Termination/Suspension.

13.1. Vecoplan reserves the right to terminate the Purchase Order, or any part of it, for Vecoplan's sole convenience, upon written notice to Seller. In the event of such termination and if such Goods are Specialty Goods, Seller shall immediately stop all work hereunder, and shall immediately terminate all suppliers' and subcontractors' contracts for performance hereunder. In full compensation for termination under this Paragraph and only in the case of Specialty Goods, Vecoplan shall pay Seller a reasonable termination charge. Unless otherwise set forth in the Purchase Order, such termination charge shall be equal to a percentage of the price of the Specialty Goods (as shown in the Purchase Order) reflecting the percentage of the work performed prior to the notice of termination, plus reimbursement of reasonable, actual direct costs resulting from termination; provided, however, the sum of such termination charge, plus payments previously made by Vecoplan, shall in no event exceed the total purchase price under the Purchase Order. Seller shall not be paid for the following: (i) any work done after receipt of such notice of termination, (ii) any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided; and (iii) any costs incurred by Seller for any goods for which Vecoplan did not order under the Purchase Order. In performing hereunder, Seller shall not act in anticipation of a notice of termination, without prior written authorization from Vecoplan. Notwithstanding the above, in no event, shall Vecoplan pay any termination charges for standard stock merchandise or catalog items.

13.2. Vecoplan may terminate the Purchase Order, or any part of it, for cause in the event of default by Seller hereunder. Without limiting the generality of the foregoing, Seller's failure to comply with any of its obligations hereunder, late deliveries, and deliveries of defective or non-conforming Goods shall all be defaults allowing Vecoplan to terminate the Purchase Order for cause. In the event of termination for cause, Vecoplan shall not be liable to Seller for any amount (except for Goods already received and accepted by Vecoplan as satisfactory). If it should be determined that Vecoplan improperly terminated the Purchase Order for cause, such termination shall be deemed a termination for convenience under the immediately preceding paragraph.

13.3. Upon Vecoplan's written request, and upon expiration or other termination of this Agreement, Seller shall: (i) preserve, protect, and if so requested, transfer title to and deliver to Vecoplan, materials on hand and work in progress, both in Seller's and in its suppliers' plants or other facilities, and intellectual property (including licenses) purchased by Vecoplan, (ii) transfer to Vecoplan all applicable government permits, and (iii) promptly return any Vecoplan Materials.

14. Restrictions on Future Conduct of Seller.

Seller agrees that it will not, for itself or on behalf of any other person, firm, corporation or business entity, during the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, solicit, contact, meet with, or do business, either directly or indirectly, with any customer of Vecoplan to whom Vecoplan has sold the Goods purchased hereunder from Seller for the purpose of providing size reduction, shredding, sifting, sorting or conveying equipment or systems, or any replacement parts therefor, or any maintenance services related thereto. In addition, Seller agrees that for one (1) year immediately following the expiration or termination of the Agreement, Seller shall not hire, solicit or attempt to solicit or induce any person employed by Vecoplan, or acting as an independent contractor of Vecoplan, to leave such employment or break his or her independent contractor agreement or any other agreement with Vecoplan. In the event of a breach, or attempted or contemplated breach, of the foregoing obligations, Seller hereby acknowledges and agrees that monetary damages alone will be inadequate to compensate Vecoplan, and accordingly, Seller agrees that, in such event, Vecoplan will be entitled to injunctive relief to prevent a continuing violation of any of the foregoing restrictive covenants and provisions, together with such other remedies as may be available to the damaged party either at law or in equity. Seller covenants and agrees that the terms of this Paragraph 14 are reasonably necessary to protect Vecoplan's legitimate business interests, are reasonable with respect to time, territory and scope, and do not interfere with the interests of the public. Seller further covenants and agrees that the descriptions of the covenants contained herein are sufficiently accurate and definite to inform it of the scope of such covenants. Seller acknowledges and agrees that the agreement of each party to enter into the Agreement constitutes fully adequate and sufficient consideration for the restrictive covenants contained herein.

15. General Provisions.

15.1. The Agreement is the entire agreement between the Parties regarding its subject matter and supersedes any terms and provisions of previous dates. In the event of any conflict between these Terms and the Purchase Order, these Terms shall prevail.

15.2. Unless otherwise notified by a party, all notices in connection with this Agreement shall be in writing, shall be effective only when actually received, as evidenced by written confirmation of such receipt, and shall be delivered to the Parties at the addresses shown on the Purchase Order.

15.3. Seller shall neither assign, nor subcontract, the Agreement or any rights, obligations or work hereunder without the prior written consent of Vecoplan. Seller shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement. Seller shall be responsible for all acts and omissions of Seller Personnel, including their compliance with this Agreement.

15.4. The Parties understand and acknowledge that Seller, its subcontractors, and the employees of either are not agents or employees of Vecoplan and have no authority to obligate or bind Vecoplan in any way without the express written permission of an authorized representative of Vecoplan.

15.5. Any course of dealing, delay or failure of Vecoplan to enforce any of the provisions of this Agreement shall not be deemed a waiver of the right of Vecoplan thereafter to enforce any and each such provision.

15.6. If any provision of this Agreement should be found void or otherwise unenforceable, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining provisions of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

15.7. The headings of this Agreement are of no binding effect, and shall not be used to construe this Agreement.

15.8. The rights and remedies described in this Agreement are not exclusive, are cumulative or (to the extent applicable) alternative, and are in addition to other rights or remedies available at law or in equity or otherwise.

15.9. Seller shall not suspend performance hereunder, alter the payment terms set forth herein, or terminate this Agreement due to the creditworthiness of Vecoplan.

15.10. This Agreement shall be governed by the Laws of the state of North Carolina, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to or govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom. The parties hereby consent to the jurisdiction of the Superior Court of Guilford County, North Carolina as the sole and exclusive forum for the resolution of any dispute arising hereunder.