

Updated: April 15, 2021

SEATTLE SAFETY PURCHASE ORDER TERMS AND CONDITIONS

1. Terms. These Terms and Conditions and the Purchase Order that accompanies, attaches, or incorporates them, represent the entire agreement between Seller and Seattle Safety, LLC (“Buyer”). Acceptance is limited to these Terms and Conditions and any additional terms and conditions set forth in the Purchase Order. To the extent these Terms and Conditions and any additional terms and conditions set forth on the Purchase Order conflict, as to conflicting terms and conditions the terms and conditions set forth on the Purchase Order shall govern. No purported revisions of, additions to, or deletions from these Terms and Conditions shall be effective, whether in Seller’s proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to effect any variation herein unless expressly agreed in writing by Buyer’s authorized representative. The delivery of any goods or the furnishing of any services pursuant to the Purchase Order shall constitute acceptance by Seller of the Purchase Order subject to, and in strict accordance with, all of these Terms and Conditions and any additional terms and conditions set forth in the Purchase Order. Any reference on the face of the Purchase Order to Seller’s proposal shall not modify these Terms and Conditions or the terms and conditions set forth in the Purchase Order unless explicitly stated on the Purchase Order.

2. Specifications. All goods and services furnished pursuant to the Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in the Purchase Order. No change in the Purchase Order shall be made by Seller except upon written application to, and subsequent written authority of the Buyer. Buyer may, by written notice to Seller, make changes to any one or more of the following: (a) specifications for services or goods, (b) quantity, and (c) place and/or time of performance. For any reason, Buyer may also direct Seller to suspend in whole or in part the provision of goods or the performance of services hereunder permanently or for such period of time as may be determined by Buyer to be necessary or desirable. If any such change or suspension causes an increase or decrease in the cost or time required for the performance of services or provision of goods, an adjustment may be made in the price or delivery schedule, or both, and the Purchase Order will be modified accordingly. Any claim for adjustment by Seller will be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the notice of change.

3. Time and Place of Delivery; Buyer's Inspection; Acceptance. Time is of the essence for the Purchase Order, including but not limited to time for delivery. Delivery will be made as specified on the face of the Purchase Order. Buyer reserves the right to reject goods and to cancel all or any portion of the Purchase Order in the event of failure to deliver at the time and place specified. Buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. If Seller is requested to provide Safety Data Sheets, they will be delivered to Buyer prior to delivery of any goods under the Purchase Order. All

goods shall be received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense goods that fail to conform strictly to the requirements of the Purchase Order. All materials are also subject to inspection and testing by Buyer at manufacturer's plant.

4. Extension of Time of Delivery. Buyer shall not be liable to Seller for any failure of Buyer to take any delivery hereunder when due, if occasioned by any event beyond Buyer's reasonable control, including without limitation fire, flood, earthquake, lightning or other acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state or local agency or authority; wars; riots; insurrections; sabotage; accident; embargo; strike or other labor trouble; interruption of or delay in transportation; shortage or failure of supply of materials; or equipment breakdown. At Buyer's option, the time for delivery hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries so omitted shall be made during the period of such extension.

5. Risk of Loss. Risk of loss of any goods sold hereunder shall transfer to Buyer at the time and place of delivery; risk of loss prior to actual receipt of the goods by Buyer shall remain with Seller.

6. Shipment. Goods must be shipped by the particular route, method and carrier as stated in the Purchase Order. In the event that Seller fails to ship goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any increased costs occasioned thereby.

7. Packing, Marking, and Invoicing. A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by carrier's representative, shall be forwarded to Buyer not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Buyer shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices.

8. Payment; Waiver of Liens. Payment will be based on agreed upon payment terms as shown on the Purchase Order, and made following receipt and acceptance of the goods in proper form and substance and of all documentation required by the Purchase Order including a correct invoice. Seller shall furnish to Buyer, without fail, any analysis or breakdown of the price per item either on the packing list, or via email or fax prior to receiving the item(s). The Purchase Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Buyer. As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend, and hold harmless Buyer from and against any and all liens and encumbrances arising out

of Seller's performance of the Purchase Order or arising out of any claim for payment by any laborer, subcontractor, or supplier of Seller.

9. Seller's Warranties. Seller expressly warrants that for a period of one year after Buyer's acceptance of the goods or services hereunder, or for such longer periods may be expressly provided in the Purchase Order or under applicable law, all goods and services covered by the Purchase Order will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions, or, to the extent the goods were purchased to Buyer's specifications and drawings as set forth or referred to in the Purchase Order, that the goods strictly conform with those specifications and drawings; (b) be free from defects in design, material and workmanship; (c) be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied; and (d) bear all warnings, labels, and markings required by applicable laws and regulations. In addition, Seller warrants that: (e) none of the goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Buyer; (f) all goods covered hereby may be introduced into interstate commerce without violation of applicable laws and regulations; (g) all services have been performed in a good and workmanlike manner; and (h) all goods and services furnished or rendered pursuant to the Purchase Order have been produced, sold, delivered or rendered to Buyer in compliance with all applicable laws and regulations, including those set forth in Section 19. The Purchase Order also expressly includes all implied warranties set forth in Washington State's enactment of the Uniform Commercial Code or that are otherwise applicable. Seller further warrants that the goods are free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claim. These warranties shall survive inspection, testing, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications, or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered under the Purchase Order unless so stated by Buyer in writing.

10. Buyer's Remedies. Buyer's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9. Buyer retains the right to cancel any portion of the remaining order, to reject any portion of the goods or services delivered, or to revoke acceptance as to any portion of the goods or services accepted, and return such goods to Seller and to recover the purchase price, any excess costs of cover, and damages, including manufacturing costs, costs of removal or recall, transportation and custodial expenses, injury to person or property incurred by Buyer, all in addition to Buyer's other remedies under the Purchase Order or applicable law. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or files or has filed against it any petition in bankruptcy, Buyer shall have the right to cancel the Purchase Order immediately.

11. Non-Conformity. If Buyer discovers that any item delivered pursuant to the Purchase Order fails to comply in any manner with the requirements of the Purchase Order or these Terms and Conditions, Buyer will be deemed to have not accepted, or to have revoked its acceptance, of such item. In such case, Buyer will create a Non-Conformance Report (“NCR”) describing the failure to comply. Buyer shall have the right, in its sole discretion, to reject any non-conforming item, to agree to a correction of any non-conforming item, to accept a replacement for any non-conforming item, or to accept any non-conforming item with an equitable adjustment in price. Buyer shall notify Seller of such rejections and at Buyer’s sole election (and at Seller’s risk and expense), such rejected items may be held by Buyer or returned to Seller for credit, refund, rework, or replacement as directed by written instructions from Buyer. If Seller fails to promptly replace or correct any defective article within the contractual delivery schedule, Buyer may cancel the Purchase Order with respect to such defective item and/or require a reduction in price which is equitable under the circumstances. If Buyer and Seller agree on rework to be performed by the Buyer, the time required for the rework will be charged at \$150/hour and deducted from the amounts otherwise payable by Buyer to Seller.

12. Prior Notice of Non-Conformity. If Seller determines that it cannot build an item to the precise specifications required by Buyer, or if Seller determines that it has not built an item to the precise specifications required by Buyer, Seller shall, at the earliest practical date, notify Buyer of such situation using Buyer’s Supplier Deviation Request (“SDR”) form, and, at the same time, Seller shall provide Buyer with all information necessary for Buyer to determine, in its sole discretion, whether to approve the non-conforming product, whether to require changes to the relevant specifications or to the non-conforming items, or whether to exercise any other remedy it may have under the Purchase Order, these Terms and Conditions or at law.

13. Corrective Action. Buyer maintains a database on supplier performance. If Seller breaches the Purchase Order (including, without limitation, by failing to adhere to any of these Terms and Conditions), Buyer, in Buyer’s sole discretion, may, in addition to any other rights it may have, place Seller on “Review” status. At this time, a Corrective Action Report will be issued to Seller. The Corrective Action Report shall outline improvement steps necessary to remain a supplier in good standing with Buyer. Within five (5) business days after being informed that it is on “Review” status, Seller shall present to Buyer an action plan describing in detail how Seller will resolve the issues. The action plan will be subject to Buyer’s approval, in its sole discretion. If Buyer approves the action plan, Seller will promptly implement the action plan and if Seller fails to promptly implement and comply with the action plan, Buyer may terminate (in whole or in part) any open Purchase Orders and pursue any other remedy available to it.

14. Record Keeping. It is the expectation of the Buyer that the Seller maintains a high standard of record keeping in its business. Maintenance and Calibration records for all equipment used to manufacture product for Buyer shall be kept up to date and also kept on file for audit for at least four (4) years after delivery of the goods to which they relate. Material Test Reports are not required to be delivered to Buyer unless specifically requested on the Purchase Order or by some other means of communication. Material Test

Reports and other production documentation which are not requested should be kept on file with Seller for at least four (4) years after delivery of the goods to which they relate for future request purposes and/or audits. Buyer has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices, and documents that may contain information relating to Seller's obligations under these Terms and Conditions. Seller agrees to provide reasonable assistance for such audits.

15. Patents, Copyrights, Trademarks, and Trade Secrets. Seller warrants that the goods furnished under or used in connection with the Purchase Order (except those furnished according to Buyer's specific design) and Buyer's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. If any claim, suit, or proceeding is made or instituted against Buyer alleging any such infringement, Seller shall indemnify, defend, and hold Buyer harmless from and against any damages, liabilities, judgments, costs, and expenses (including without limitation reasonable attorney's fees) it may incur in connection with any such claim, suit or proceeding. In the event that the goods or Buyer's use is held in any suit or proceeding to constitute an infringement, or if Seller determines that there is a substantial risk of a finding of such infringement, Seller agrees, as appropriate and at its expense, to: (a) procure for Buyer, at no expense to Buyer, the right to continue using the goods, (b) replace the goods with equivalent goods that meet the requirements of the Purchase Order and that do not infringe any such rights, or (c) modify the goods so that they become non-infringing. If Seller makes modifications to the specifications or any process related to the goods specifically for Buyer at Buyer's request ("Custom Work"), Buyer owns the Custom Work. Seller hereby assigns to Buyer all rights, title, and interest in the Custom Work and represents and warrants that: (d) the Custom Work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (e) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Buyer. If Seller furnishes a pre-existing design for the goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Buyer a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use, and have used, such intellectual property.

16. Indemnification. To the fullest extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and the irrespective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs of defense) (collectively, "Losses") arising out of or related to: (a) the goods, liens on the goods, defects in the goods or the manufacture, delivery, use, or misuse of the goods, (b) performance under the Purchase Order, or (c) breach of any of the provisions of these Terms and Conditions and/or additional terms and conditions in the Purchase Order, whether Losses are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns; provided that Seller shall not be liable for Losses caused by the sole negligence or willful misconduct of any Indemnified Party. Seller's indemnification obligations under this Section 16 shall not be limited by

applicable Workers' Compensation or other disability or employee benefit laws, and, solely as respects the indemnities set forth in this Section, Seller hereby expressly waives any rights it may have to assert any immunities or defenses under such laws against any Indemnified Party.

17. Labor, Work, Services, Taxes, and Insurance. In supplying any services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or state unemployment insurance, Social Security and/or other similar taxes incurred hereunder. Nothing contained in the Purchase Order or these Terms and Conditions will be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of supplier and customer. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Buyer. Seller will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Buyer on behalf of any taxing jurisdiction, Seller will provide to Buyer invoices that separately state and clearly indicate the amount of tax and Buyer will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state, or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes, and the filing of returns where applicable. Any performance by Seller under the Purchase Order on Buyer's premises shall be in full compliance with Buyer's safety and other rules and procedures and with all federal and state laws and regulations regarding workplace safety, including without limitation, laws pertaining to labor and occupational safety and health. Prior to commencement of any services hereunder Seller shall (a) maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (b) to the extent permitted by law, waive rights of subrogation and contribution against Buyer, including Buyer as an additional insured, under policies of Insurance; (c) ensure that the policies of Insurance are stated to be specifically primary to any of Buyer's insurance policies, which policies will be, in all respects, excess to Seller's policies of Insurance; (d) be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance, and (e) upon Buyer's request, to timely provide written certification, reasonably acceptable to Buyer, certifying the material terms of the policies of Insurance.

18. Counterfeit and Suspect Goods. Seller warrants that it shall not deliver Counterfeit and Suspect Goods to Buyer and shall immediately notify Buyer if Seller becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by Buyer, Seller shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (a) mislabeled as to source or quality; (b) falsely labeled as new; (c) fraudulently stamped or

identified as having been produced to high or approved standards; (d) an unauthorized copy of a known product within the industry; (e) misrepresented in some way by the Seller; or (f) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Seller shall indemnify Buyer for all claims relating to Counterfeit or Suspect Goods, including without limitation Buyer's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing.

19. Laws and Regulations. All goods furnished or services rendered pursuant to the Purchase Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations, including without limitation, the Federal Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, Section 503 of the Rehabilitation Act of 1973, Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act of 1970, as amended ("OSHA") (in the event of a conflict between the requirements of OSHA and any industry codes or standards applicable to the Purchase Order, the more stringent requirement shall apply), the Noise Control Act of 1972, all applicable environmental laws and regulations, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the standards of accessibility set forth in Section 402 of the Americans with Disabilities Act, as they have been or may be amended from time to time, and the rules, regulations and orders pertaining to the above. Seller also agrees that the following clauses from the Code of Federal Regulations shall also apply to the Purchase Order and shall be incorporated herein by reference: the Equal Employment Opportunity Clause, the Certification of Nonsegregated Facilities required by paragraph (7) of Executive Order 11246, the Utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting program clauses, the Affirmative Action for Handicapped Worker's clause, and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause.

20. Hazardous and Dangerous Goods and Materials. Seller warrants: (a) that any chemical substance or mixture delivered to Buyer pursuant to the Purchase Order is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (b) that chemical substances or mixtures delivered will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (c) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (d) that Seller will ascertain and furnish all information about the goods required by Buyer to comply with all safety-related laws and regulations (including those relating to applicable right-to-

know laws as well as those governing occupational safety and health, and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Buyer's request, accept the return of unused toxic or hazardous or chemical substances or mixtures delivered to Buyer.

21. Limitation on Use of Payment. Seller will not offer or use, directly or indirectly, any money, property, or anything of value received by Seller pursuant to any Purchase Order to influence improperly or unlawfully any decision, judgment, action, or inaction of: any official, employee, or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to any Purchase Order. Payments will not be made, or transactions entered into in connection with the Purchase Order that are illegal, improper, or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback, or bribery. If Seller breaches the terms of this provision, Buyer may terminate any Purchase Order with Buyer without any liability.

22. Duty Drawback. Seller will cooperate with Buyer in seeking any duty drawback available to Buyer in connection with export by Buyer of any goods imported by Seller and provided to Buyer or incorporating or manufactured by Buyer from such goods. Without limitation, Seller will (a) provide all information with respect to such imported goods necessary to complete any such drawback claims to be filed by Buyer, including U.S. Customs Service entry numbers, dates of entry, quantities and descriptions of goods, customs values, and rates and amounts of customs duties paid by Seller, and (b) execute applicable certificates of delivery and other documents as necessary in connection with Buyer's drawback claims.

23. Termination. Buyer may at any time, without cause, terminate the Purchase Order in whole or in part upon written notice to Seller. In such event, Seller shall be entitled to a reasonable termination fee consisting of a percentage of the Purchase Order price reflecting the percentage of the work, goods delivered, or services properly performed prior to termination. Payment of such termination fee shall be Seller's sole remedy. Upon Buyer's request, Seller shall preserve, protect, and deliver to Buyer, at Buyer's expense, materials on hand, work in progress, and completed work, both in its own and in its suppliers' plants.

24. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PURCHASE ORDER EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY BUYER TO SELLER FOR THE APPLICABLE GOODS OR SERVICES PROVIDED UNDER THE PURCHASE ORDER NOR WILL BUYER BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

25. Assignment and Set-Off. The Purchase Order is issued in reliance on Seller's personal performance of the duties imposed. Other than to obtain raw materials, Seller shall not use subcontractors to fulfill the Purchase Order except upon Buyer's written consent. Seller shall not assign its rights or delegate its performance hereunder, nor any interest herein, without Buyer's prior written consent and any attempted assignment or delegation without such consent shall be void. Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer, whether under the Purchase Order or otherwise, against any amounts otherwise payable to Seller.

26. Confidentiality. Seller and its directors, officers, employees, and agents shall not make use of Buyer's Confidential Information (as defined below) for purposes other than the fulfillment of the obligations under the Purchase Order and these Terms and Conditions, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Seller obtains from Buyer or otherwise discovers in fulfilling the Purchase Order. "Confidential Information" means all information relating to Buyer's business that is not generally available to the public. Confidential Information includes information that Seller possesses that predates these Terms and Conditions or any Purchase Order. Seller will use the same degree of care but no less than a reasonable degree of care that it uses with regard to its own confidential information to prevent the disclosure of Confidential Information. The foregoing provisions of this paragraph will not apply to any information that is (a) rightfully known to Seller prior to disclosure by Buyer, (b) rightfully obtained by Seller from any third party, (c) made available by Buyer to the public without restrictions, (d) disclosed by Seller with prior written permission of Buyer, (e) independently developed or learned by Seller through legitimate means, (f) disclosed by Buyer to a third party without a duty of confidentiality on the third party, or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction (to the extent restrictions on disclosure are not mandated by those applicable laws, regulations, or court order). Seller will provide reasonable prior written notice to Buyer if it is required to disclose any of Buyer's Confidential Information by operation of law, subpoena, or otherwise. Buyer expressly reserves the right to disclose any of the terms of any Purchase Order, including but not limited to pricing, to third parties.

27. Publicity. Without obtaining prior written consent from Buyer in each instance, Seller will not use the name or logo of Buyer or Buyer's customers in any news release, public announcement, public customer listing or other form of publicity.

28. No Waiver of Defaults. No failure by Buyer to enforce at any time any of these Terms and Conditions and any additional terms and conditions set forth in the Purchase Order shall constitute a waiver thereof or in any way impair Buyer's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by Buyer hereunder will be effective unless in writing and signed by Buyer.

29. Survival; Remedies Cumulative. All agreements and representations of Seller herein (including those regarding, confidentiality, indemnification, and warranties) shall

survive delivery and final payment hereunder, or any earlier termination hereof. All of the rights and remedies available to Buyer hereunder are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity.

30. Severability. Any provision of the Purchase Order that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions hereof.

31. Governing Law. The Purchase Order shall be governed by the laws of the State of Washington without giving effect to its principles of conflicts of law. Any dispute relating to the Purchase Order shall be heard in the state or federal courts located in King County, Washington. By accepting the Purchase Order, Seller waives any objection to resolution of any dispute in the state or federal courts located in King County, Washington, based on personal jurisdiction, venue, *forum non conveniens*, or any similar doctrine.