

TERMS FOR THE PURCHASE OF GOODS AND SERVICES

1. ACCEPTANCE.

1.1 Agreement. This agreement for the purchase of goods and services between Seegrid Corporation ("Seegrid") and Seller identified in the purchasing document ("Seller") includes the purchasing document, any statement of work, and any other attachment to or document incorporated by reference in the purchasing document (collectively, the "Purchase Order"). This Purchase Order is the only agreement that governs the purchase of the goods ("Goods"), services ("Services"), and any deliverables (collectively the "Work") identified on the accompanying purchasing document issued by Seegrid. Seegrid may revoke this Purchase Order at any time before Seller accepts it.

1.2 Seller's Acceptance. This Purchase Order is an offer to buy the Work. Seegrid's offer is expressly limited to Seller's acceptance of the terms of this Purchase Order. An acknowledgment of this Purchase Order by Seller or the start of performance under it is Seller's acceptance of this Purchase Order. Any additional or different terms communicated by Seller are not binding on Seegrid, and Seegrid objects to them. Any reference in the purchasing document to any communication from Seller is limited to the description of the Work.

1.3 Superseding Contract. If a separate written contract signed by both parties covering the Work is in effect, then the terms of that contract supersede any inconsistent terms of this Purchase Order.

2. AUTHORITY AND COMMUNICATION.

2.1 Authority. Only Seegrid's purchasing organization is authorized to act on behalf of Seegrid. No other department of Seegrid is authorized to act on Seegrid's behalf under this Purchase Order. Seller is not entitled to any change in any term unless Seegrid authorizes that adjustment in writing. Any change to this Purchase Order is binding only if it is documented in a change order that Seegrid issues.

2.2 Communication. Seller shall direct all written communications to the Seegrid purchasing email address stated in the purchasing document. Seller may communicate with Seegrid's engineering or quality assurance personnel solely regarding technical or quality-related matters.

3. CONFLICTS.

3.1 Obligation to Clarify. Seller is responsible for asking Seegrid to clarify any conflicts in this Purchase Order. If Seller fails to do so, Seller is liable for any resulting errors.

3.2 Effective Date of Referenced Documents. If a requirement, standard, or other document is referenced, the version in effect when Seegrid issues the purchasing document or change order applies, unless a different version is expressly stated.

3.3 Precedence. If the terms included in the purchasing document conflict with the terms of this Purchase Order, the terms set forth in the purchasing document prevail.

4. PRICE. The price of the Work is the price stated in this Purchase Order or, if no price is stated, the price is Seller's standard price list in effect on the date of this Purchase Order (the "Price"). Seller shall not increase the Price without Seegrid's written consent. Unless this Purchase Order states otherwise, the Price includes all costs for packaging, transportation to the Delivery Point (as defined in section 6.1), insurance, customs duties, tariffs, fees, and taxes.

5. PAYMENT TERMS.

5.1 Invoices. After completing any Work, Seller shall submit an invoice to Seegrid. Seller shall ensure each invoice complies with the applicable Purchase Order and states all amounts in U.S. dollars.

5.2 Payment. Unless a Purchase Order specifies a different payment period, Seegrid shall pay all undisputed amounts stated in an invoice in US dollars no later than 30 days after receiving the invoice. Seegrid may pay by any of the following methods: wire transfer, check, ACH, or credit card.

5.3 Disputed Invoices. Seegrid may dispute an amount stated in an invoice by notifying Seller in writing at least three business days before the payment due date. In that notice, Seegrid shall identify each disputed item and describe in reasonable detail the basis for the dispute. The parties shall promptly negotiate in good faith to resolve all disputes. A dispute over an invoice does not affect Seller's obligation to continue performing under this Purchase Order.

5.4 Setoff. Seegrid may set off any amount Seller owes Seegrid against any amount Seegrid owes Seller. Seegrid's exercise of this right does not affect any other right or remedy it may have.

6. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.

6.1 General Delivery. Seller shall deliver the Goods in the quantities and on the Delivery Dates specified in this Purchase Order (each date, a "Delivery Date"). Seller shall deliver the Goods to the address specified in this Purchase Order (the "Delivery Point") between 9:00 a.m. and 5:00 p.m. local time on a business day, unless Seegrid instructs Seller otherwise in writing. If this Purchase Order does not specify a Delivery Date, Seller shall deliver the Goods no later than 15 days after it receives that Purchase Order.

6.2 Documentation. Seller shall state the Purchase Order number on all shipping documents, invoices, and correspondence relating to the Purchase Order.

6.3 Quantity. If Seller delivers a quantity of Goods other than the quantity specified in this Purchase Order, Seegrid may reject all or part of the delivery. If Seegrid rejects delivery of Goods, it may return any rejected Goods to Seller at Seller's risk and expense. If Seegrid accepts a delivery of an incorrect quantity, Seegrid shall pay for the quantity of Goods it accepts at the price per unit specified in this Purchase Order.

6.4 Late Delivery. If Seller does not deliver the full quantity of the Goods on the Delivery Date, Seegrid may, in addition to any other rights or remedies available to it, terminate this Purchase Order effective immediately on notice to Seller. Seller will be liable for any damages Seegrid incurs because Seller failed to deliver the Goods on the Delivery Date.

6.5 Early Delivery. Seller shall not deliver the Goods more than 15 days before the Delivery Date without Seegrid's written approval. Seegrid may, at its option, either (a) return any Goods delivered early, at Seller's expense, in which case Seller shall redeliver those Goods on the Delivery Date, or (b) accept the Goods and deduct from the Price any expenses Seegrid incurs as a result of the early delivery.

6.6 Packaging. Seller shall pack all Goods for shipment in accordance with Seegrid's instructions, or, if Seegrid does not provide packing instructions, in a manner that will ensure they are delivered undamaged. Seegrid is not required to return any packaging material to Seller unless Seller requests it in writing before delivering the Goods. If Seegrid returns any packaging material at Seller's request, the return will be at Seller's risk and expense.

6.7 Risk of Loss. Risk of loss of the Goods passes to Seegrid when Seller delivers the Goods to the Delivery Point.

6.8 Title. Title to the Goods passes to Seegrid when Seller delivers the Goods to the Delivery Point. Seller warrants that when title to the Goods passes to Seegrid, the Goods will be free of all liens and encumbrances.

6.9 Liens and Security Interest. Seller shall provide releases and lien waivers in a form reasonably satisfactory to Seegrid at Seegrid's request. If Seegrid pays the Price before delivery of the Goods, Seller shall sign and deliver any security agreements or other documents that Seegrid reasonably requests to protect its interest in the Goods.

6.10 Performance of Services. Seller shall provide the Services described in this Purchase Order, in accordance with any schedule specified in that Purchase Order. In providing the Services, Seller shall: (a) at its own expense, obtain and maintain all licenses and consents required for it to provide the Services; (b) comply with all applicable laws; (c) comply with all of Seegrid's rules and policies that Seegrid provides to Seller in writing, including policies relating to system and data security, remote access, premises security, and health and safety; and (d) maintain complete and accurate records relating to the provision of the Services, including records of the time its personnel spend and the materials it uses in providing the Services.

6.11 Termination for Late Performance. If Seller fails to perform the Services by any applicable performance date specified in this Purchase Order, Seegrid may immediately terminate this Purchase Order by notice to Seller. Seller is liable for any damages Seegrid incurs because Seller failed to perform.

7. CHANGES. Seegrid may change the Goods or Services by written notice to Seller. A "Change Order" is a written notice to Seller that (a) is signed by Seegrid's authorized representative, (b) states that it is a change order, and (c) describes the change. If a Change Order will cause a change in the Price or in the time required for performance, Seller must, not later than five business days after receiving the Change Order, submit to Seegrid a written proposal for an equitable adjustment. Seller's proposal must include documentation supporting the proposed adjustment. If Seller does not submit a proposal for adjustment within that five-business-day period, Seller will be deemed to have waived any right to an adjustment to the Price or performance schedule. If the parties are unable to agree on an adjustment, Seegrid may direct Seller in writing to proceed with the change. Seller shall then promptly proceed with the Work, and if the parties cannot resolve the dispute through negotiation, either party may pursue its remedies under this Purchase Order. Seller may not change the Goods or Services without a Change Order.

8. WARRANTY.

8.1 General Warranties. Seller warrants that for a period of 12 months from the Delivery Date of Goods or performance of the Services, all Goods and Services (a) are free and clear of all liens and encumbrances; (b) do not infringe or misappropriate any nonparty's intellectual property rights; and (c) conform to all specifications, drawings, designs, and other requirements of this Purchase Order.

8.2 Additional Warranties for Goods. Seller warrants that for a period of 12 months from the Delivery Date, all Goods: are (a) free from defects in design, workmanship, and materials; (b) of the kind and quality described in this Purchase Order; (c) merchantable; and (d) fit for the purposes for which Seegrid intends to use them.

8.3 Warranties for Services. Seller warrants that it will perform all Services (a) using personnel with the required skill, experience, and qualifications; and (b) in a professional manner in accordance with generally recognized industry standards for similar services.

8.4 Remedies for Breach of Warranty. If any Goods or Services do not conform to the warranties in this section 8, Seller shall, at Seegrid's direction and at Seller's expense, promptly do one of the following: (a) repair or replace the nonconforming Goods; (b) re-perform the nonconforming Services; or (c) refund to Seegrid the portion of the Price applicable to the nonconforming Goods or Services. Any repaired or replaced Goods or re-performed Services will be subject to the warranties in this section 8 for one year after the date of repair, replacement, or re-performance.

8.5 Warranty Interpretation. The warranties in this section 8 are in addition to any other warranty provided by law. Any applicable statute of limitations for a claim for breach of a warranty in this section 8 runs from the date Seegrid discovers the

nonconformity. The warranties in this section 8 apply to and benefit Seegrid and its customers. The warranties in this section 8 survive any delivery, inspection, acceptance, or payment by Seegrid.

9. QUALITY AND CONTINUOUS IMPROVEMENT.

9.1 Quality Standards. Seller shall meet industry standards and Seegrid's then-current quality standards provided to Seller for all Goods and Services required under this agreement, including Seegrid's General Quality Requirements. Seller shall implement and maintain a quality assurance program to comply with these standards. As part of that program, Seller shall conduct regular inspections, testing, and quality audits. Seller shall maintain detailed records of all quality-assurance activities and make those records available to Seegrid on request. Seller shall maintain an information security program consistent with industry standards, including ISO/IEC 27001. At Seegrid's request, Seller shall provide Seegrid with documentation demonstrating that it complies with those standards.

9.2 Continuous Improvement. Seller shall cooperate with any quality audits that Seegrid or its representatives conduct. Seller shall use reasonable efforts to continuously improve the quality of the Goods and Services it provides to Seegrid. Seller shall regularly review and update its quality assurance procedures to maintain compliance with Seegrid's quality standards and address any identified deficiencies.

10. EPIDEMIC FAILURE.

10.1 Definition. "Epidemic Failure" means a failure in the Goods arising from defective material or workmanship resulting from the same or a similar cause that equals or exceeds 2.5% for either: (a) Goods shipped under a single Purchase Order; or (b) Goods shipped during any 12 consecutive months. However, the term "Epidemic Failure" does not include any failure caused by Seegrid-provided parts, tooling, or specifications.

10.2 Notice and Postponement. If a party knows or suspects an Epidemic Failure, it shall promptly notify the other party. The notice must include: (a) a description of the failure; (b) the serial numbers or lot numbers of the affected Goods; and (c) the delivery dates of those Goods. After the Epidemic Failure notice is delivered, either party may postpone shipments of unshipped Goods by notifying the other party.

10.3 Root Cause Analysis. Within 30 days after a notice is delivered under section 10.2, Seller shall provide Seegrid with a detailed root cause analysis. If that analysis confirms an Epidemic Failure, then, within 10 days after providing the analysis, Seller shall submit to Seegrid for approval the following: (a) a plan to eliminate the cause in continuing production (a "Corrective Plan"); (b) if Seegrid requests, a plan to fix the failure in all Goods sold to Seegrid regardless of when the Goods were sold and delivered (a "Response Plan"); and (c) any other information Seegrid reasonably requests. Within 10 days after receiving a Corrective Plan and the Response Plan, Seegrid shall notify Seller of its approval or disapproval. If Seegrid disapproves of a plan, the parties shall negotiate in good faith to resolve Seegrid's objections.

10.4 Implementation and Costs. After Seegrid approves a Response Plan, Seller shall implement it. Seller is liable for all expenses of implementing those plans. Seller shall reimburse Seegrid for all expenses Seegrid incurs related to an Epidemic Failure, including: (a) expenses for problem diagnosis; (b) transportation costs; and (c) field and finished-goods inventory costs. For any Goods Seller fixes under a Response Plan, Seller shall extend the warranty for only the repaired or replaced components by 24 months after the date Seller delivers the fixed Goods to Seegrid.

10.5 Survival. Seegrid's rights under this section 10 survive for two years after termination of this agreement.

11. OWNERSHIP OF DELIVERABLES.

11.1 Definition of Deliverables. In this Purchase Order, "Deliverables" means all data, documents, drawings, designs, technology, software, specifications, and other information or materials that Seller generates or develops under this Purchase Order at Seegrid's expense or direction, including any items identified in any statement of work.

11.2 Seegrid's Ownership. The Deliverables are "works made for hire" for Seegrid under U.S. copyright law. If any Deliverable or any part of a Deliverable is held not to be a work made for hire, Seller irrevocably assigns to Seegrid, without additional consideration, all of Seller's right, title, and interest throughout the world in the Deliverables, including all intellectual property rights in it. Seller shall require its employees and subcontractors to irrevocably assign to Seegrid all of their right, title, and interest in the Deliverables. Seller shall, at its expense, obtain all licenses necessary for Seegrid to have the rights to the Deliverables contemplated by this section 11.

11.3 Limited License. Seller shall not use the Deliverables for any purpose other than performing its obligations under this Purchase Order without Seegrid's written consent. Seller hereby grants Seegrid a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute any of Seller's intellectual property that is incorporated into the Deliverables. Seegrid's license shall extend to Seegrid's affiliates, subsidiaries, and any third parties acting on Seller's behalf.

12. SUBCONTRACTING.

12.1 Consent Required. Seller shall not subcontract any of its obligations under this Purchase Order, including to any of Seller's affiliates, without Seegrid's written consent. Seegrid shall not unreasonably withhold or delay that consent. Seller may use only those subcontractors that Seegrid has approved in writing (each, a "Permitted Subcontractor").

12.2 Subcontractor Agreements. Seller shall enter into a written agreement with each Permitted Subcontractor that requires the subcontractor to comply with confidentiality and intellectual property assignment and license obligations consistent with Seller's obligations under this Purchase Order.

12.3 Seller's Responsibility. Seegrid's consent to a subcontract does not relieve Seller of any of its obligations under this Purchase Order. Seller is responsible for the performance of its employees and Permitted Subcontractors and their personnel. Nothing in this Purchase Order creates any contractual relationship between Seegrid and any subcontractor or supplier of Seller.

13. CONFIDENTIAL INFORMATION.

13.1 Definition. "Confidential Information" means all non-public information of a party (the "Discloser") that the other party (the "Recipient") receives, accesses, learns, or observes in connection with this Purchase Order, whether disclosed orally or in writing or other media, and whether or not marked or designated as "confidential." Confidential Information includes information relating to specifications, samples, designs, plans, software, data, intellectual property, trade secrets, third-party confidential information, business operations, customer lists, and pricing.

13.2 Exceptions. Confidential Information does not include information that (a) is or becomes publicly known through no breach of this agreement by the Recipient; (b) was known to the Recipient before the Discloser disclosed it; (c) was or is independently developed by the Recipient or its Representatives without using any of the Discloser's Confidential Information or (d) the Recipient obtains on a non-confidential basis from a person who, to Recipient's knowledge after reasonable inquiry, was not under an obligation to the Discloser to maintain the confidentiality of that information.

13.3 Obligations of Recipient. Recipient shall (a) use the Confidential Information solely to perform its obligations under this Purchase Order; (b) not disclose the Confidential Information to any person other than as permitted under section 13.4; and (c) protect the Confidential Information from unauthorized use or disclosure, using the same degree of care it uses to protect its own similar confidential information, and in any event no less than a reasonable degree of care.

13.4 Permitted Disclosure. Recipient may disclose Confidential Information to its representatives, suppliers, and Permitted Subcontractors who need to know for purposes of this Purchase Order, on the express condition precedent that Recipient informs them of the confidential nature of that information and requires them to comply with the obligations in this section 13 or are subject to confidentiality provisions at least as restrictive as those contained in this section 13.

13.5 Compelled Disclosures. If Recipient is required by law, regulation, or court order to disclose any Confidential Information, it shall promptly notify the Discloser in writing before disclosing to permit the Discloser to seek a protective order or waive compliance with the provisions of this section 13. If Recipient is still required to disclose the Confidential Information, it shall disclose only the legally required portion and shall use reasonable efforts to obtain assurance that the disclosed Confidential Information will be treated as confidential.

13.6 Return of Information. At the Discloser's request, Recipient shall promptly return to the Discloser or destroy all materials containing any Confidential Information.

13.7 Injunctive Relief. Each party acknowledges that a breach of this section 13 could cause the other party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, a non-breaching party is entitled to seek injunctive relief to enforce this section 13, in addition to any other remedies available to it.

13.8 Precedence. This section 13 supersedes all previous confidentiality agreements between the parties relating to the subject matter of this Purchase Order.

14. SECURITY BREACH NOTIFICATION. A "Security Breach" is any actual or reasonably suspected (a) breach of security of Seller's information-technology systems or (b) unauthorized access to, acquisition, use, loss, or disclosure of any Seegrid Confidential Information. Seller shall, no later than 72 hours after becoming aware of a Security Breach, notify Seegrid of the Security Breach by emailing a detailed description to infosec@Seegrid.com

15. INDEMNIFICATION.

15.1 Definitions. The following definitions apply to this section 15:

a. "Losses" means any liability, loss, damage, injury, or death; any claim, suit, or proceeding; any interest, penalty, or fine; and any reasonable legal and other professional fees and expenses arising in enforcing any right to indemnification under this Purchase Order.

b. "Seegrid Indemnitees" means Seegrid, its customers, its parent company, its affiliates, and their respective directors, officers, shareholders, and employees.

15.2 Seller's Indemnification Obligation. Seller shall defend and indemnify the Seegrid Indemnitees against all Losses arising out of or relating to any of the following: (a) the Goods or Services; (b) Seller's negligence or intentional misconduct; or (c) any claim that a Seegrid Indemnitee's use or possession of the Goods or Services infringes or misappropriates a nonparty's patent, copyright, trade secret, or other intellectual property right.

15.3 IP Infringement Remedies. If the Goods or Services become the subject of a claim of intellectual property infringement, in addition to Seller's indemnification and defense obligations, Seegrid may require Seller to do one of the following at Seller's expense: (a) deliver non-infringing Goods or Services; (b) modify the Goods or Services so they become non-infringing;

(c) procure for Seegrid the right to continue using the infringing Goods or Services; or (d) refund the Price of any infringing Goods on their return by Seegrid.

15.4 Consent to Settlement. Seller shall not agree to any settlement that adversely affects any Seegrid Indemnitee without that Seegrid Indemnitee's prior written consent.

16. TERMINATION AND SUSPENSION.

16.1 Termination for Any Reason. Seegrid may terminate or suspend this Purchase Order, in whole or in part, for any reason by notifying Seller.

16.2 Seller's Obligations on Termination or Suspension. Promptly upon receiving notice of termination or suspension, Seller shall comply with Seegrid's directions and, subject to those directions, shall: (a) take all necessary action to terminate or suspend the Work to minimize costs and liabilities; (b) protect, preserve, and deliver to Seegrid any property related to this Purchase Order in Seller's possession; and (c) continue performing any part of the Work not terminated or suspended.

16.3 Termination for Seller's Breach. Seegrid may terminate this Purchase Order, in whole or in part, if any of the following events of default occur: (a) Seller fails to deliver the Goods or perform the Services in the manner required by this Purchase Order; (b) reasonable grounds for insecurity arise regarding Seller's performance and Seller fails to provide adequate assurance for both delivery of Goods and performance of Services within 10 days after Seegrid's written demand for that assurance; or (c) a Bankruptcy Event, as defined in section 16.4, occurs with respect to Seller.

16.4 Definition of "Bankruptcy Event". For purposes of this section 16, "Bankruptcy Event" means Seller's becoming insolvent, making an assignment for the benefit of creditors, committing an act of bankruptcy, or the commencement of proceedings by or against Seller relating to bankruptcy, receivership, or reorganization.

16.5 Seller's Exclusive Remedy. If Seegrid terminates this Purchase Order for any reason, Seller's exclusive remedy is payment for Goods received and accepted and Services accepted by Seegrid before termination.

17. LIMITATION OF LIABILITY.

17.1 Disclaimer of Consequential Damages. Except as set forth in section 17.3, neither party will be liable to the other or any third party for any loss of use, revenue, profit, or data or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable or whether a party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

17.2 Aggregate Liability. Each party's aggregate liability arising out of or related to this Purchase Order, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, will not exceed the total of the amount paid to Seller for the specific Goods and Services giving rise to the claim.

17.3 Exceptions. The limitations of liability stated in sections 17.1 and 17.2 do not apply to: (a) liability arising from Seller's fraud, gross negligence, or intentional misconduct; (b) liability arising from death or bodily injury resulting from Seller's acts or omissions; (c) Seller's liability under section 15 (Indemnification) and section 13 (Confidentiality).

18. COMPLIANCE WITH LAW, STANDARDS, AND RULES. Seller shall comply with all Laws applicable to its performance under this Purchase Order. Seller states that on the date of this Purchase Order, it has and shall maintain all permits necessary to perform its obligations under this Purchase Order. Seller shall comply with the Fair Labor Standards Act of 1933, the Occupational Safety and Health Act of 1970, the Immigration Reform and Control Act of 1986, and Executive Order 11246 of September 24, 1965. Seller shall comply with all Laws regarding equal opportunity and affirmative action and shall require its subcontractors and suppliers to do so. Seller shall comply with all applicable codes and standards, including those of ANSI, ASME, AIEE, ASTM, and NEMA. Seller is responsible for complying with all export and import laws of any country involved in the sale of Goods or performance of Services under this Purchase Order, including obtaining any required government import clearance. Seller shall indemnify and defend Seegrid and its customer from all loss, liability, fines, and expenses incurred arising from Seller's failure to comply with the requirements of this section 18.

19. FORCE MAJEURE.

19.1 Force Majeure Event. "Force Majeure Event" means any of the following events that is beyond the reasonable control of the Impacted Party (as defined in section 19.3), and that first occurred after the date of this Purchase Order: (a) flood, fire, earthquake, epidemic, pandemic, or explosion; (b) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (c) a government order or law; or (d) a national or regional emergency.

19.2 Excused Performance. Neither party is liable for a breach of this Purchase Order, other than a breach of its obligation to make a payment, if and to the extent that its failure to perform is caused by a Force Majeure Event, as defined below.

19.3 Obligations of Impacted Party. A party whose performance is affected by a Force Majeure Event (the "Impacted Party") shall promptly notify the other party of the Force Majeure Event and the expected duration of the failure to perform. The Impacted Party shall use reasonable efforts to overcome the effects of the Force Majeure Event and shall resume performance as soon as is feasible.

19.4 Termination. If a Force Majeure Event prevents the Impacted Party from performing its obligations for more than 30 consecutive days after it gives notice under section 19.3, the other party may terminate this Purchase Order. That termination will be effective 10 days after the terminating party gives notice.

20. GENERAL PROVISIONS.

20.1 Survival. The parties' rights and obligations that by their nature should apply beyond their terms will remain in force after any termination of this Purchase Order, including the following sections: 8 (Warranty), 10 (Epidemic Failure), 11 (Ownership of Deliverables), 13 (Confidential Information), 15 (Indemnification), 17 (Limitation of Liability), and 20 (General Provisions).

20.2 Insurance. While providing any Goods or Services provided under this Purchase Order, Seller shall maintain the following insurance policies with financially sound and reputable insurers: (a) commercial general liability insurance, including product liability coverage, with a limit of at least \$1,000,000 per occurrence; and (b) commercial automobile liability insurance with a limit of at least \$1,000,000 per accident. At Seegrid's request, Seller shall provide Seegrid with a certificate of insurance from Seller's insurer evidencing the required insurance coverage. Seller shall cause Seegrid to be named as an additional insured on the commercial general liability policy. Seller shall provide Seegrid with 30 days' prior notice if any required insurance policy is canceled or materially changed. Seller shall require its insurer to waive all rights of subrogation against Seegrid and its affiliates.

20.3 Assignment and Status. Seller shall not assign or transfer to any other person any of its rights or obligations under this Purchase Order without Seegrid's prior written consent. Any assignment, transfer, or attempt to do so by Seller in violation of this section 20.3 will be void. A transfer permitted under this section 20.3 does not relieve Seller of its obligations under this Purchase Order. Seegrid may transfer its rights and obligations under this Purchase Order to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, whether by sale, merger, transfer, operation of law, or otherwise. Seller shall promptly notify Seegrid if a Change of Control of Seller occurs. For purposes of this section 20.3, "Change of Control" means any of the following: a merger, consolidation, or reorganization of Seller with a non-affiliate; a sale of all or substantially all of Seller's assets; or any transaction in which a person acquires more than 50% of Seller's voting securities.

20.4 Relationship of the Parties. The parties intend that each will be an independent contractor. This Purchase Order does not create an agency, partnership, joint venture, joint enterprise, fiduciary relationship, or employment relationship between the parties. Neither party has the authority to contract for nor bind the other.

20.5 Notices. All legal notices given by either party must be in writing. Any notice by Seller shall be addressed to Seegrid at the address set forth on the face of this Purchase Order. Any notice by Seegrid shall be addressed to Seller at the address stated on Seller's sales confirmation or purchase order acknowledgement. Either party may designate in writing another address for notice purposes. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section 20.5. If a notice addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day at the location specified in that address, then the notice is deemed received at 9:00 a.m. on the next business day.

20.6 Waiver. No waiver by Seegrid of any of the provisions of this Purchase Order is effective unless explicitly set forth in writing and signed by an authorized representative of Seegrid. No failure to exercise or delay in exercising any right, remedy, power, or privilege under this Purchase Order operates, or may be construed, as a waiver of that right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege under this Purchase Order precludes any other or further exercise of that right, remedy, power, or privilege or the exercise of any other right, remedy, power, or privilege.

20.7 Severability. The parties acknowledge that if a court holds any provision of this Purchase Order to be unenforceable, the court shall: (a) modify that provision to the minimum extent necessary to make it enforceable or, if modification is not permitted by law, disregard that provision; and (b) hold that the remainder of this Purchase Order will remain in effect, unless modifying or disregarding the unenforceable provision would result in the failure of an essential purpose of this Purchase Order, in which case the entire Purchase Order will be held unenforceable.

20.8 Governing Law. This Purchase Order and any dispute arising out of it are governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Purchase Order. The exclusive forum for any adversarial proceeding arising out of this Purchase Order is the U.S. federal courts located in Pittsburgh, Pennsylvania, or the state courts of Allegheny County, Pennsylvania. Each party irrevocably submits to the exclusive jurisdiction of those courts. This Purchase Order is the entire agreement between the parties with respect to the subject matter of this Purchase Order and supersedes all prior and contemporaneous written or oral agreements.