



STANDARD SUPPLIER TERMS & CONDITIONS – PURCHASE ORDERS

1. **PRICE:**

This is a firm price order. In the absence of an indication of price by Bayne, Seller must not fill this order without Bayne's written consent at a price higher than last quoted in writing or charged to Bayne on the previous order Bayne. The price for the goods or services is the price shown on the Purchase Order. Seller warrants that the agreed price is "most favored pricing", meaning not less favorable than that currently extended to any other buyer for the same or like goods or services in equal or lesser quantities and that Bayne shall be entitled to a refund for any such pricing variance found to exist. Unless Bayne otherwise consents in writing, the price shown on the Purchase Order is the limit of the liability of Bayne for the goods or services and all work thereon. Any requested increase in the price must be submitted to Bayne in writing and can become effective no sooner than 60 days after agreement with the appropriate agent of Bayne. Seller warrants its pricing, terms, delivery, service, and quality is and shall remain consistent and competitive with the market. If Bayne reasonably determines that the Seller's performance is not competitive with the industry, Bayne will give Seller an opportunity to correct the deficiencies within 30 days of Bayne's notice. If seller fails to correct such deficiency within the applicable period, then Bayne may terminate this agreement and/or cancel undelivered quantities of components under outstanding purchase orders. In the event of such termination, Bayne shall have no other liability other than payment of the agreed purchase price for components shipped prior to the termination date.

2. **PAYMENT:**

To be paid, Seller must submit an itemized invoice referencing the current, valid Purchase Order number. Upon request, Seller may be required to provide proof of shipment, completion, and/or delivery. The invoice must specify the goods, services, or work product provided, including item number(s), and a description of items, sizes, quantities, and unit prices, which must match the description in the Purchase Order, the date or dates of delivery; and the specific dollar amount owed. Seller shall be paid upon completion of the entire Contract unless a schedule of progress payments for partially completed work is agreed to in writing by Bayne. Invoices for progress payments must specify the actual work performed. No charges will be accepted for boxing, crating, drayage, or storage unless specified in writing by Bayne. Unless otherwise agreed in writing, invoices are paid net 60 days from the date of receipt of the goods or completion of any required services, and not on the basis of Seller's invoice date. Payment of invoices will not constitute acceptance of the goods and will be subject to adjustment for shortages, defects, and other failure of Seller to meet the requirements of the Purchase Order. Bayne's tender of payment by check is deemed to be sufficient, provided such check is honored, upon presentation to the "Payer Bank".

3. **DOCUMENT PRECEDENCE & ATTACHMENTS:**

Documents designated by Bayne, including a *Master Supplier Agreement* or SPECIAL TERMS AND CONDITIONS – PURCHASE ORDERS, if any, are incorporated by reference the same as if set out in full herein. Should any ambiguity or inconsistency exist in any documents related to this order, the following precedence of documents shall apply to resolve any such ambiguity or inconsistency: (1) *Master Supplier Agreement* or other mutually executed contractual agreement including any attachments containing SPECIAL TERMS AND



CONDITIONS; (2) Separate Purchase Order or Blanket Purchase Order Release and associated scope of work, attachments, written specifications or instructions; and (3) these STANDARD TERMS & CONDITIONS. In no event shall additional terms & conditions supplied by Seller as part of an offer, quote, order acknowledgement, packing slip, invoice or other transactional paperwork, website publications, written correspondence or any other source be considered as applicable to or of any force and effect in this order, any transaction, or the business relationship between the parties.

4. **CHANGES:**

Bayne reserves the right at any time to change by written or electronic notification any of the following: (a) Specifications, drawings and data incorporated in this order where the items to be furnished are to be specially manufactured for Bayne; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting this order.

If any change by Bayne causes an increase or decrease in the cost of or the delivery schedule for this order, Bayne and Seller shall negotiate in good faith to reach an equitable adjustment in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within thirty (30) days from Seller's receipt of the change.

Supplier shall under no circumstances make a change to any of the following without express written authorization of an authorized Agent of Bayne: (a) Specifications, drawings and data incorporated in this order; (b) fit, form or function of the product to be supplied; (c) methods of production, processing, shipment or packaging; (d) or place of manufacture or shipment. Additionally, minor changes not covered above shall be communicated to Bayne in writing as soon as practicable before the change, but in no event more than 10 days after the change.

5. **TERMINATION:**

A. Bayne may terminate this order for its convenience, in whole or in part, at any time with written or electronic notice to Seller. Upon receipt of such termination, Seller shall promptly comply with the directions contained in such notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities associated with such termination, (2) protect, preserve and deliver in accordance with Bayne's instructions any property related to the order in Seller's possession, and (3) continue the performance of any part of the work not terminated by Bayne.

B. Bayne may terminate this order for default, in whole or in part: (1) If Seller fails to deliver items and material or perform the services required according to the terms and conditions contained herein, or (2) if at any time, reasonable grounds for insecurity arise and continue as to Seller's expected performance (including timely performance) after ten (10) days from Bayne's written demand for adequate assurance. Bayne may also terminate for default with no further liability if Seller fails to provide Bayne with adequate assurance or becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

C. On termination for Bayne's convenience, Seller at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or



completed materials for use in fulfilling this order. (1) For completed items or materials, Bayne shall either require delivery of all or part of the completed goods and make payment at the order price, or without taking delivery pay Seller the difference, if any, between the order price and the market price (if lower) at the time of termination. (2) For uncompleted items or raw or semi-processed materials that are not useful for Seller's standard business products or practices, Bayne shall either require Seller to deliver all or part of such goods at the portion of the order price representing the stage of completion, or (without taking delivery) pay Seller for such goods which are properly allocable to this order a portion of the order price representing the stage of completion, reduced by the higher of the market or scrap value of the goods at the stage of completion. (3) For goods which Seller has on firm order, Bayne may at its option either take an assignment of Seller rights under the order or pay the cost, if any, of settling or discharging Seller's obligation under the order. (4) In all cases, if Bayne elects to not take delivery of material, Seller shall return all purchased materials to its suppliers and Bayne shall reimburse supplier directly for reasonable restocking charges, if applicable. Bayne shall have no responsibility to make any payments for materials that are not available for its inspection. Payments to Seller stipulated hereunder shall be the sole and exclusive remedy available to Seller in the event of a termination by Bayne.

- D. Bayne's rights and remedies regarding termination under this order shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. If Bayne terminates all or part of this order for Seller's default, Bayne may procure from third parties, upon terms and in a manner it deems reasonable and appropriate, goods and services similar to those terminated and charge Seller for any unfavorable variance in price to Bayne. In addition, Bayne may require Seller to deliver any completed or uncompleted goods.

6. **ASSIGNMENT:**

Seller may not assign, transfer or subcontract this order or any right or obligation hereunder without Bayne's prior written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.

7. **INDEPENDENT CONTRACTOR:**

Seller acknowledges and agrees that Seller has been engaged as an independent contractor, not as an employee or agent of Bayne, and nothing in this Agreement shall be construed as creating an agency relationship or any partnership or joint venture between Bayne and Seller. Seller is expressly prohibited from identifying Bayne as a customer, or using Bayne trademarks, logos, products, images or other identifying marks in its publications, website or advertising material without prior written consent from Bayne. Seller is solely responsible for its employee's actions while they are on or about Bayne property, and agrees to comply with all personal protective equipment, safety and work rules prescribed by Bayne.

8. **DELIVERY:**

Unless otherwise stated on this order, delivery shall be FOB Seller's plant. Time is of the essence in the performance of Seller's obligations under this order. Seller recognizes that Bayne utilizes "Just In Time" scheduling and Seller accepts complete responsibility to provide materials meeting all referenced standards on the exact date and time specified herein. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work



such hours (including night shift, overtime, weekend and holiday work without a premium) as may be required to assure timely delivery. If any products or services are delivered late according to the agreed timeframe, Bayne will have the right to seek reimbursement for any added costs incurred to maintain production including but not limited to premium freight expenses, and excess charges paid to another supplier. If any Purchase Order has been issued by Bayne in response to Seller's offer and if any of the terms herein are additional to or different from the terms of such offer, then the issuance of the Purchase Order by Bayne will constitute an acceptance of such offer as amended, subject to the express condition that the Purchase Order and these *Standard Supplier Terms & Conditions* constitute the entire agreement between Bayne and Seller with respect to the subject matter thereof and the subject matter of such offer. Further, Seller is deemed to have agreed and acknowledged unless Seller notifies Bayne to the contrary in writing within 7 calendar days of receipt of the Purchase Order. Any reference by Bayne to Seller's proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of the Purchase Order.

9. **TRANSPORTATION:**

Unless otherwise agreed, Seller must comply with Bayne's freight program using any freight forwarder designated by Bayne in this order, via published routing guides or identified by Bayne after submission of this order but before shipment. Seller shall be liable for all risk of loss, excess shipping or demurrage charges resulting from failure to ship and route as instructed, including shipping prior to date required. Seller's obligations under this order are not severable if delivery or performance occurs in installments. Bayne is not obliged to accept shipments sent C.O.D. without its consent and may return them at Seller's risk and cost.

10. **PACKAGING, PACKING LISTS AND BILLS OF LADING:**

Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation in accordance with the requirements of Bayne and applicable law including the North American Trade Agreement or related implementing regulations, including the requirement to have all goods marked with a country of origin designation when such goods are manufactured outside of the United States, and the requirements of any involved carrier in a manner to secure the lowest transportation and tariff costs. . No additional charges shall be made for packing or crating unless stated on the front of this order. Seller must bill all returnable containers on a separate memo invoice, and return transportation charges will be collected and deducted from Seller's account. Bayne's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list. The marks on each package and identification of the goods in shipping, material, bills of lading, and other invoices must be sufficient to enable Bayne to identify the goods purchased, which will include but not be limited to Bayne's part number and Purchase Order number on all packing slips and invoices. Seller further agrees to supply Bayne SPC data as requested, and upon request, bar coding documentation with each shipment.

11. **PRODUCT TRACEABILITY:**

Seller shall clearly mark all items with a non-wearing, distinguishing mark to enable Bayne to verify the product was supplied by Seller. For small items provided in large quantity that are impracticable to individually label in this manner, Seller must obtain written documentation from Bayne modifying or exempting them from this requirement. Seller must maintain copies



of all specifications, engineering, manufacturing, component sourcing and lot traceability records for no less than five (5) years and expressly agrees to provide Bayne access to review said records at Seller's location during normal business hours within five (5) business days after written notice from Bayne.

12. **EXCUSABLE DELAY / FORCE MAJEURE:**

Fires, floods, epidemics, accidents, shortages or other causes beyond the reasonable control of the parties (specifically excluding strikes, lockouts or any other labor-related events involving Seller's employees or agents) which prevent Seller from delivering or Bayne from receiving any of the goods and services covered by this order shall suspend deliveries until the cause is removed, subject, however, to Bayne's rights of cancellation under this order with no further liability.

13. **TAXES:**

If the goods furnished under this order are for resale (as indicated on the front of this order), Bayne will pay any sales or use taxes imposed on such goods after delivery. Seller will pay all other taxes imposed before acceptance or delivery to the destination point, whichever is later, including property taxes imposed on goods for which title has passed to Bayne.

14. **PATENTS:**

Seller shall, at its expense, defend any suit or proceeding brought against Bayne, its parent, successors and assigns, based on any claim that any goods or any component part delivered or furnished hereunder infringes or the like the rightful claim of any third party including any US or foreign letters patent or trademark or copyright (excepting infringement or the like necessarily resulting from adherence to specifications furnished by Bayne). Bayne agrees to immediately notify Seller in writing or electronically of any such claim and to provide such assistance, at Seller's expense, as may be reasonably required in defending the suit or proceeding. Seller shall pay all damages, cost and attorney fees awarded in any suit or proceeding. If the goods or any component part furnished hereunder are held to infringe and their use is enjoined, Seller shall, at its option and its own expense, (a) procure for Bayne and its successors and assigns, the right to continue using the goods, (b) replace them with a substantially equivalent non-infringing product acceptable to Bayne, or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to Bayne. In the event Seller fails to perform pursuant to sections (a), (b), and/or (c) above, Bayne reserves its rights at law, and/or at its option may return the infringing goods to Seller at Seller's expense and Seller promptly shall refund the purchase price to Bayne.

15. **QUALITY AND INSPECTION:**

Seller understands that Bayne may utilize "Just In Time" scheduling which requires that all materials be delivered defect free and that Bayne may place the materials directly into production without further inspection. Seller shall perform any inspections required to ensure that no defective material is received by Bayne. Seller also assumes all cost for loss or damage to Bayne and indemnifies Bayne against loss for claims of products liability resulting from delivery by Seller of nonconforming material to Bayne:

- A. Materials delivered hereunder shall meet or exceed all applicable API, ANSI, SAE, AST, NFPA, ASME, ASTM, UL, FMVSS and other industry or trade association standards, Bayne specifications and quality standards, and the Seller's own internal quality standards



and shall be merchantable and fit for their intended use. It shall be Seller's responsibility to identify any conflicts between any such specifications and bring those to the attention of Bayne in writing. All goods furnished hereunder will be subject to Bayne's final inspection and approval irrespective of payment date. Bayne may reject goods not delivered in accordance with the instructions, specifications, drawings, data or Seller's express or implied warranties ("Non-Conforming Goods") or may accept some and reject other Non-Conforming Goods at its option. Bayne reserves the right to source inspect goods to be supplied; however, any election to not source inspect shall not be deemed a waiver of Bayne's right of inspection or as acceptance. Bayne may return rejected goods to Seller at Seller's expense and Bayne shall have no further obligation for such goods or Bayne may retain rejected goods and Seller shall pay Bayne applicable damages due to such non-conformance. Payment for any goods shall not be deemed acceptance and in no event shall Bayne incur any liability to pay for rejected goods.

- B. Bayne shall have a reasonable time (not less than ten (10) days from receipt) to submit claims of count, weight, quantity, loss or damage to delivered goods. Bayne will calculate damages on claims and deduct the amount from Seller's invoice. If invoice was previously paid, Seller will reimburse the amount of damages to Bayne.
- C. Seller must reimburse Bayne for all field campaign, direct and incidental costs related to unaccepted or defective goods or services, including attorney fees, Third Party Inspection, and cost of replacement incurred by Bayne attributed to Bayne's use of defective Goods, rejection of Non-Conforming Goods or to Seller's untimely delivery.

16. INDEMNITY:

Seller agrees to release, defend, indemnify, and save the Bayne harmless from and against all liabilities, claims or demands, whether arising in tort, contract, or otherwise, for injuries or damages to any person or property arising out of or in connection with this order or the products or supplies provided by Seller. This indemnification obligation shall apply without regard to whether the claim arises out of the negligence of Bayne, Seller, or any other party, whether such negligence be sole, joint or concurrent, active or passive. This indemnification obligation shall also apply without regard to the theory of liability that is asserted, including without limitation, theories in contract, tort or strict liability. This indemnification obligation shall be supported by adequate liability insurance coverage as required by this order.

17. INSURANCE:

Seller, at its expense, shall procure and maintain in effect during the term of this contract, policies of insurance providing, at a minimum, the following coverages and limits specified, and complying with the other requirements stated below:

- Commercial General Liability on an Occurrence Basis, with the following coverages and limits:

Bodily Injury and Property Damage	\$1,000,000
Products-Completed Operations	\$1,000,000
Products Liability	\$1,000,000
Each Occurrence	\$1,000,000
Contractual Liability	\$1,000,000



Cross Liability	\$1,000,000
Personal and Advertising Injury	\$1,000,000

- Automobile Liability Coverage with a limit of \$1,000,000 per accident.
- Excess Liability in Umbrella Form with a limit of \$2,000,000 each Occurrence, to supplement the coverages described above.
- Seller shall comply with all workmen's compensation laws and employer's liability acts of the state or states having jurisdiction of Seller, and Seller will carry full insurance covering, or to be authorized to self-insure, liability to its employees under such laws. Seller represents and acknowledges that Bayne does not, and shall not be required to, carry any workers compensation insurance with respect to Seller or Seller's employees or subcontractors.

Additionally, Seller shall cause its insurer(s) to issue endorsements to add Bayne as an Additional Insured on the Commercial General Liability and the Excess Liability policies set forth above. The Additional Insured coverage shall apply with respect to liability, bodily injury, property damage, personal injury, and advertising injury, arising out of or in any way related to the Seller Agreement or Seller's conduct, errors and/or omissions, work, products, supplies, operations, services, or facilities. The Additional Insured coverage shall apply regardless of the alleged liability or fault of Bayne and/or Seller, and shall not contain an exception limiting the Additional Insured coverage to claims arising solely or partially out of Seller's negligence or fault. The obligations of Seller to purchase insurance coverage for itself and to name Bayne as an Additional Insured are separate and distinct from the indemnity obligations in the Seller Agreement.

The insurance policies set forth above shall be primary as to any other valid insurance available to Bayne and shall contain a provision that Bayne's insurance is non-contributory.

Seller expressly agrees to cover Bayne for claims or losses up to the stipulated coverage levels in all required coverage categories, whether Seller obtained an insurance policy or not.

Seller agrees to waive, and if required by the above policies will cause its insurer to issue an endorsement thereto to waive, all rights of subrogation against Bayne with respect to any subsequent claim or loss payable or paid under the policies set forth above.

The policies set forth above shall contain a provision whereby the insurance carrier will notify Bayne at least thirty (30) days prior to the effective date of cancellation, non-renewal, or material change in any of said policies. Upon request, Seller shall promptly submit to Bayne a Certificate of Insurance, signed by an authorized representative of the insurance carrier, listing the policies, coverages, limits, waiver of subrogation, and Additional Insured provisions, and certifying that the said policies shall be in effect for the time periods stated in the Certificate.

Upon request, Seller shall provide Bayne with proof of compliance throughout the term of this order with the Federal Insurance Contributions Act and the Federal Unemployment Tax Act and an affidavit showing compliance with the unemployment compensation act of the state or states having jurisdiction of the labor or services to be performed hereunder.



The obligations of Seller to procure and maintain insurance shall not be construed to waive or restrict other obligations of Seller or limit any liability imposed upon Seller whether or not same is covered by insurance.

18. WARRANTIES:

By accepting this order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Bayne's specifications, drawings, and data Seller's descriptions promises or samples, and that such goods will be fit for the Bayne's intended use provided Seller has reason to know of such. In cases where Seller does not understand the intended use of the material, it shall be the Seller's responsibility to learn all that is necessary about the intended use in order to recommend and ensure proper application of the materials by Bayne. Seller will convey good title to the goods, free and clear from all liens, claims and encumbrances. Seller, without cost to Bayne, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Bayne. If Seller is unable or refuses to repair or replace as Bayne may require, Bayne may contract or otherwise repair or replace such defective goods and back charge Seller for the cost. This warranty shall survive acceptance of the items and is in addition to any warranties of additional scope given to Bayne by Seller. No implied warranties by the Seller are excluded; Seller agrees that Bayne shall have the option to add Seller's warranty to a third party. Bayne agrees that the nature and extent of Seller's warranty obligation under this order shall not be changed under any such assignment.

19. RISK OF LOSS:

Risk of loss of all goods shall remain with Seller until placed in the custody of the Bayne-designated transporter. In the event Seller arranges transportation of the goods outside of Bayne's designated freight/delivery program, risk of loss shall remain with the Seller until receipt of the goods at Bayne's location.

20. TITLE:

Title shall pass to Bayne upon Bayne's acceptance of goods pursuant to the delivery terms. If Bayne makes progress payments, title to the goods shall be transferred to the Bayne as payments are made, and in the same proportions as the cumulative payments bear to the order price. Seller shall also identify such goods as the property of Bayne, unless Bayne waives identification. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for goods shall be vested and remain with Bayne and may be used by Bayne for any purpose.

21. NON-DISCLOSURES/CONFIDENTIALITY:

During production of the goods or provision of the services and thereafter, Seller will retain in confidence, and will not disclose to any third party, without the prior written consent of Bayne, the specifications, drawings, information, or data furnished to Seller by Bayne ("Bayne's Confidential Information"); provided that Seller may, during production, reveal Bayne's Confidential Information to selected employees of Seller who have a need to know and who have the same obligation of confidentiality as does Seller. Seller and the selected employees (referred to above) will not use Bayne's Confidential Information for any purpose other than the production of the goods or provision of the services for Bayne. Upon completion of the production of the goods, the provision of the services, or the



termination or cancellation of any Purchase Order, whichever occurs first, Seller must return to Bayne all documents (and all copies thereof) which contain all or any portion of Bayne's Confidential Information. The obligations under this paragraph will survive the cancellation, termination, or completion of the Purchase Order.

Any unpatented knowledge or information concerning Seller's goods, products, methods, or manufacturing processes which Seller may disclose to Bayne incident to the manufacture of the goods or the performance of services covered by the Purchase Order will, unless specifically agreed to in writing, be deemed to have been disclosed as part of the consideration for the Purchase Order, and Seller agrees not to assert any claim against Bayne by reason of Bayne's use or alleged use thereof, and if the Purchase Order involves experimental research or development work paid for by Bayne, Seller agrees to grant to Bayne an irrevocable and exclusive, royalty-free license to make, have made, use, and sell any inventions resulting from the work under the Purchase Order.

In the event Seller creates, drafts, or in any way produces any creative works, research data, reports, designs, recordings, writings, software code, graphical representations or other intellectual property ("Works") pursuant to the requirements of the Purchase Order, such Works will be treated as works for hire under the U.S. Copyright laws and will become the sole and exclusive property of Bayne. Bayne will at all times retain ownership in and the rights to any Works to be delivered under the Purchase Order and Seller assigns all of Seller's right, title, and interest in such Works to Bayne.

22. PROPERTY FURNISHED TO SELLER BY BUYER:

All special dies, molds, patterns, jigs, fixtures, (APSD ORL) component parts and any other property which Bayne furnished to Seller or specifically pays for, for use in the performance of this order, shall be and remain Bayne's property, shall be subject to removal upon Bayne's instruction, shall be for Bayne's exclusive use, shall be held at Seller's risk, and shall be kept insured by Seller and at Seller's expense while in its custody or control in an amount equal to the replacement cost, with loss payable to Bayne. Seller will furnish copies of policies or certificates of insurance on Bayne's request. Seller will not create or allow to arise any lien or claim, or as required by Bayne, shall identify Bayne's security interests in such property.

23. ORDER INCONSISTENCIES AND CONFLICT RESOLUTION:

It is Seller's responsibility to comply with these and all referenced documents and to clarify with Bayne any inconsistencies or conflicts in any parts of this order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact Bayne to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced the version last executed in writing by both parties shall apply.

24. ACKNOWLEDGMENT:

This order may be accepted by Seller, whether by the execution and return of the Acknowledgement Form, shipment of any goods, or the rendering of any services pursuant hereto. No modification of or release from this order shall be binding on Bayne unless agreed to in writing and specifically labeled as a modification or release. The terms and conditions of this order shall be the only terms and conditions applicable hereto and Bayne



hereby rejects any terms and conditions submitted by Seller in any proposal or acknowledgement.

25. WAIVER:

Bayne's failure to insist on Seller's strict performance of the terms and conditions of this order at any time shall not be construed as a waiver by Bayne for performance in the future.

26. APPLICABLE LAWS:

This order shall be governed by, construed in accordance with, and all disputes governed by the laws of the Tennessee or Country of the Bayne's office issuing the order (excluding any reference to its conflicts of laws provisions), specifically including the provisions of the Uniform Commercial Code, as adopted by such State or Country, and without regard to the provisions of the Convention on the International Sale of Goods. Seller submits exclusively to the jurisdiction of the courts in Hamilton County, Tennessee in the event of any proceedings in connection herewith. Seller warrants and agrees that it has complied and will comply with all applicable Federal, State and local laws, codes, and regulations, including, without limitations, the following: Fair Labor Standards Act of 1938, as amended; the Equal Employment Opportunity Act; the Occupational Safety and Health Act; the Executive Order 11246, as amended; the affirmative action clauses pursuant to Section 402 of the Vietnam Era Veterans Readjustments Assistance Act of 1974, as amended; Section 503 of the Rehabilitation Act, as amended; and the Export Administration Act.

27. GIFTS / GRATUITIES:

Seller or Seller's agents and representatives warrant(s) that it has neither accepted nor provided gratuities of any kind from or to any employee of Bayne in connection with the placement of this order.

28. COMPLETE AGREEMENT:

This order and any other documents attached to or referenced herein, constitute the entire agreement between the parties on this subject. All prior representations, negotiations or arrangements on this subject matter are superseded by the terms and conditions of this order. Any amendment to this order must be agreed to in writing by Bayne.