



TERMS AND CONDITIONS OF SALE

1. **GENERAL.** Conesys, Inc., a California corporation and its related entities and subsidiaries, including but not limited to, Aero-Electric Connector, Inc., Aero Industrial Products, EMP Connectors, Inc., J-Tech, Inc., Conesys Europe SAS, is hereinafter collectively referred to as "**SELLER.**" Items ordered by BUYER from SELLER in whatever form or quantity, including whole goods, components, and parts, therefore, are referred to as the "**Products.**" "**BUYER**" means the person, firm, company or other entity, and including its agent or representative which places a purchase on such party's behalf and to which SELLER undertakes to supply the Products. SELLER and BUYER may each be referred to herein as a "**Party**" and collectively, the "**Parties**". All sales by SELLER are subject to all of these Terms and Conditions of Sale (this "**Agreement**"). SELLER's provision of credit, acceptance of any purchase order, and sale of any Products are expressly made conditional on BUYER's assent to the terms and conditions of this Agreement. **All sales are FINAL and NON-CANCELABLE. Any offer, acceptance, order, confirmation or other document from BUYER that contains any terms or conditions in addition to or different than those set forth herein are hereby rejected, objected to and shall not be binding upon SELLER.** Failure of SELLER to reject or object to the terms or conditions contained in any purchase order or other communication from BUYER shall not be construed as a waiver of the terms and conditions of this Agreement or of an acceptance of any such other terms or conditions. SELLER reserves the right to correct clerical or stenographic errors at any time. BUYER acknowledges that he/she/it has read the terms and conditions of this Agreement, understands them and agrees to be bound by them.

2. **PAYMENT AND PAYMENT TERMS.** Unless otherwise provided in SELLER's sales order, all Products must be pre-paid NET thirty (30) from date of SELLER's invoice. All sums owing to SELLER not paid when due shall bear interest at the rate of one and one-half percent (1 1/2%) per month, or the maximum allowable under applicable law, whichever is greater. Payments by check, whether full or partial, and regardless of writings, legends or notations upon such checks or payments, and regardless of other writings, statements or documents delivered in connection therewith, shall be applied by SELLER against any amount owing by BUYER with full reservation of all of SELLER's rights, and without an accord and satisfaction or any reduction of BUYER's liability. In the event BUYER fails to make payment to SELLER of any amounts due and owing to SELLER (including any applicable surcharge or freight charge), all amounts owing to SELLER shall be immediately due and payable, SELLER shall have the right to terminate any of BUYER's pending orders or any unfulfilled portion thereof, and SELLER may terminate any other agreement between SELLER and BUYER. BUYER will not set off or recoup invoiced amounts or portions thereof against sums that are due or may become due from SELLER, its parents, affiliates, subsidiaries or other divisions or units. Further, notwithstanding, the price set forth on the sale's order for a particular product, SELLER may cancel or re-price any existing order, at its sole discretion on thirty (30) days written notice to BUYER, if and only if the cost of said Product increases as a result of inflation or other factor outside of the SELLER's control. If SELLER sends BUYER said price increase notice and BUYER does not, in writing, advise SELLER of its desire to cancel said sale's order within ten (10) days of said increase notice, then BUYER accepts said notice and the cost of the sale's order will be adjusted accordingly.

3. **DELIVERY TERMS.** While SELLER will use commercially reasonable efforts to deliver Products in accordance with delivery dates quoted or acknowledged by SELLER, all such dates are approximate and are not guaranteed. SELLER shall not be responsible or liable for non-shipment of the Products or delays in delivery or performance due to any cause beyond SELLER's reasonable control, including, but not limited to: acts of God; acts of BUYER; strikes or other labor disturbances; SELLER's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to SELLER's equipment; refusal or cancellation of export licenses; or accidents. Acceptance of the Products upon delivery shall constitute a waiver by BUYER of any claims for damages or losses on account of delays in delivery or performance. Unless otherwise set forth in SELLER's sales order, all deliveries are made with risk of loss FOB Shipping Point.

4. **WARRANTY AND EXCLUSIVE REMEDIES.** SELLER warrants that the Products manufactured by SELLER ("**SELLER Manufactured Products**") will be free from defects in workmanship and material under normal use and service. SELLER warrants that, when delivered, the SELLER Manufactured Products will be designed and manufactured to perform the mechanical functions expressly stated in SELLER's written specifications only if such Products are maintained and operated under proper conditions by competent, adequately trained personnel using procedures as may be specified by SELLER. Any Products (including components or parts) which are manufactured or supplied by any party other than SELLER ("**Third-Party Manufactured Products**") are sold by SELLER solely with a pass-through warranty from such manufactured or supplier which may be provided to SELLER. SELLER provides no additional or supplemental warranty for such Third-Party Manufactured



Products. SELLER does not warrant the amount or quality of production BUYER may or will achieve from its use of the Products unless expressly stated in SELLER'S written specifications. If any SELLER Manufactured Product is found and reported in writing within one (1) year from date of delivery (or such earlier date if BUYER refused to accept delivery) (the "**SELLER Warranty Period**") to have been Defective (as defined below) when delivered, SELLER will, as an exclusive remedy, replace or repair such SELLER Manufactured Products. Defects caused by normal wear is excluded from SELLER'S warranty. No claim for damages for Products that do not conform to SELLER's written specifications will be allowed unless SELLER is given (a) immediate notice after the delivery of the Products to the first destination to which they are shipped, and (b) a reasonable opportunity to inspect the Products. If any SELLER Manufactured Product is found and reported in writing within the applicable warranty period provided by the third-party manufacturer or supplier for Third-Party Manufactured Products (the "**Third-Party Warranty Period**") to have been Defective when delivered, BUYER shall coordinate with SELLER to submit a warranty claim to the applicable manufacturer or supplier. SELLER Warranty Period and Third-Party Warranty Period shall be collectively referred to herein as the "**Warranty Period**". "**Defective**" or "**Defect**" means a material defect which prevents performance of the Products to the standards, if any, set forth in SELLER'S written specifications. During the repair of the Products, all risk of loss shall remain with BUYER, and BUYER shall procure and maintain adequate insurance coverage to replace the Products. Replacement of Third-Party Manufactured Products is subject to the applicable manufacturer's or supplier's consent and to BUYER's returning that Product to SELLER, F.O.B. SELLER's plant. No Products may be returned without SELLER's prior written consent. THE FOREGOING WARRANTY EXTENDS TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS, SUCCESSORS OR ASSIGNS, IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The foregoing shall be SELLER's sole warranty obligation and BUYER's sole and exclusive remedy with regard to Defective Products and warranty claims. Any (a) modification to the Products without SELLER's prior written approval, (b) improper use of the Products, whether intentional or unintentional, (c) operation beyond capacity, (d) failure to report a Defect to SELLER within the Warranty Period, (e) substitution or addition of components or parts not approved by SELLER, (f) failure or damage due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, or corrosive matter, or (g) alteration or repair by others in any manner which in SELLER's sole and absolute discretion adversely affects the Products, shall void the SELLER'S warranty in its entirety and releases SELLER from all of its warranty obligations.

The total liability of SELLER with respect to the performance of the Products or breach of this Agreement in connection with the manufacture, sale, delivery, installation or repair of the Products purchased hereunder, or the technical direction covered by or furnished under this Agreement, is limited to making, within the time period set forth above, such modifications as may be necessary to achieve performance of the Products to SELLER's specified standards, if any, and to repairing or replacing Defective Products that have been identified by BUYER. If SELLER and BUYER are unable to correct a Defective Product, SELLER's sole liability shall be to repay any portion of the purchase price paid for such Defective Product upon BUYER's returning it to SELLER F.O.B. SELLER's plant. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTIES, PRODUCT RECALL, INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ARISING UNDER ANY OTHER THEORIES OF LAW WHATSOEVER. SELLER SHALL NOT BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIFIC, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, EXPENSE OR INJURY OF ANY KIND WHATSOEVER. BUYER shall reimburse SELLER for the travel expenses and time of any service technician or engineer who travels to BUYER's plant at BUYER's request to troubleshoot problems and who identifies failed parts, improper maintenance or improper operation as a contributing cause(s).

5. **CHANGES.** Changes to the specifications or Product descriptions shall be valid only if in writing signed by authorized representatives of BUYER and SELLER. Such changes must provide for any modification in the price or in time of delivery. Minor variations by SELLER in the details of design or construction of the Products shall not give rise to any warranty claim or claims of Defect or default. SELLER reserves the right to make such minor changes in details of design and construction which it determines in its sole and absolute discretion constitute an improvement over those set forth and described in this Agreement.

6. **PRODUCT MIX.** SELLER reserves the right to discontinue the manufacture or sale of any PRODUCTS for any reason, including but not limited to PRODUCT upgrade, design change, obsolescence, and/or QPL requirement; except as to orders



previously accepted and remaining unfilled. SELLER will make a reasonable effort to notify BUYER of PRODUCTS which SELLER will cease to manufacture or sell.

7. **INTELLECTUAL PROPERTY.** As between SELLER AND BUYER, SELLER retains all rights, title, and interest in and to its patents, trademarks, service marks, copyrights, trade secrets, and other intellectual property (the “*Intellectual Property*”). SELLER’s intellectual property includes but is not limited to all testing data, reports, inspection results, manuals, procedures and technical designs created or supplied by SELLER regarding the Products. SELLER has the right to refuse to provide any of its intellectual property to BUYER unless and until BUYER has signed and delivered to SELLER a confidentiality and non-disclosure agreement in a form approved by SELLER.

8. **INDEMNIFICATION.** SELLER agrees to indemnify, defend, and hold BUYER harmless from any third-party claim or allegation that any off-the-shelf SELLER Manufactured Product infringes any U.S. patent, trademark or copyright. In order for BUYER to be eligible for such rights, BUYER must immediately (a) upon receipt forward to SELLER any communication alleging such infringement, (b) forward to SELLER all claims, demands, pleadings and other papers served in any action charging infringement, and (c) give SELLER the sole right to defend any such actions at SELLER’s expense. In addition, BUYER must give SELLER the option at any time up to or after judgment at SELLER’s expense to minimize BUYER’s damage or liability (i) by altering the Products to make it non-infringing, (ii) by exchanging a non-infringing part which will fulfill substantially the same function for the infringing part, which in that case shall become SELLER’s property, (iii) by obtaining a license permitting BUYER’s use of any infringing part, or (iv) by repurchasing the infringing Products at BUYER cost. SELLER’s sole obligation and maximum liability under this indemnification obligation shall be (a) to indemnify BUYER for any money judgment recovered against BUYER in a court of competent jurisdiction plus BUYER’s reasonable attorney’s fees if SELLER does not undertake the defense of such action, and (b) to repurchase at BUYER’s cost any part held by a court of competent jurisdiction to be infringing that BUYER is prevented from using by reason of an adverse judgment. All of SELLER’s liability hereunder is subject to due and strict performance by BUYER of the above conditions and the limitations of Paragraph 4 (Representations and Warranties). The above indemnification obligations shall not apply to the extent that it arises from (w) process patents, (x) infringement resulting from compliance with specifications supplied by BUYER, (y) or to any combination of the Products with other equipment, component or part not supplied by SELLER, or (z) any custom-made Products for BUYER.

As to any Products furnished by SELLER to BUYER, manufactured in accordance with specifications supplied by BUYER, BUYER shall indemnify, defend and hold SELLER harmless from and against all claims, demands, liabilities, costs, expenses (including attorneys’ fees) and suits brought, alleged, suffered or sustained by or against SELLER related to or arising out of, directly or indirectly, any patent, trademark or copyright infringement claim, lawsuit or allegation. In addition, BUYER shall defend, indemnify and hold harmless SELLER, and its shareholders, officers, directors, employees, agents and contractors, from and against all claims, damages, causes of action, liabilities, losses and expenses (including attorneys’ fees) arising out of or resulting from (directly or indirectly) BUYER’s or its employees’ or contractors’ failure to comply with the obligations set forth in Paragraph 12 (Safety), and regardless of whether the plaintiff or any other party alleges that BUYER or SELLER acted negligently. In addition to the contractual indemnification herein, SELLER shall be entitled to contribution from BUYER in any action or proceeding brought against SELLER, and BUYER consents to being named as a third-party defendant in any such action and further consents to the personal jurisdiction of the court in which such action or proceeding is pending.

9. **TERMINATION.** Except as provided in Paragraph 5 (Changes), this Agreement is not subject to termination or change unless requested by BUYER and accepted in writing by SELLER. In the event of any such termination, BUYER shall pay to SELLER, within thirty (30) days of such termination, all costs and other expenses incurred by SELLER prior to the date of termination (including but not limited to engineering and manufacturing expenses and all commitments to its suppliers, subcontractors, and others), plus fifteen percent (15%) of the total of the foregoing to compensate SELLER for its overhead, demobilization, and other costs associated with such termination.

10. **DISPUTE RESOLUTION.**

a. **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of California. The courts of California shall have exclusive jurisdiction over all controversies arising out of or in connection with this Agreement. BUYER hereby consents to the personal jurisdiction of the state and federal courts located in Los Angeles County, California, and further agrees that process may be served upon BUYER in any such action by registered mail at any address provided by BUYER. BUYER expressly waives any objection based on *forum non-conveniens* or any objection to venue of any such action. If



service is made in any manner other than personally within California, BUYER shall be entitled to a period of twenty (20) additional days to file an answer over and above the time permitted by law. The parties hereto covenant and agree that if either acquires any right or rights to bring any action, suit or proceeding against the other for or as a result of any breach of this Agreement, except for non-payment of the purchase price, the party acquiring such right or rights shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose. BUYER will comply with all applicable export and import control laws and regulations, including the United States Export Administration Regulation (EAR) and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance.

b. **ATTORNEY FEES AND COSTS; DEBT COLLECTION.** In any judicial or arbitration proceeding involving any dispute or claim (collectively, a “*Claim*”) arising out of or related to this Agreement, or the enforceability hereof, the prevailing Party as determined by the trier of fact in any such action, proceeding, litigation (including bankruptcy court) or other dispute resolution forum or judicial proceeding arising out of this Agreement is entitled to recover all reasonable costs incurred pertaining to such proceeding, including without limitation reasonable costs and fees of attorneys or other professionals and the prevailing Party's share of the arbitrator's fees and similar costs of the arbitration. If SELLER uses a debt collection service or other means for collecting amounts owed by BUYER hereunder, BUYER shall, in addition to any amounts owed hereunder, pay for all fees and expenses incurred by SELLER in connection therewith including the fees and expenses associated with such debt collection efforts.

c. **MEDIATION.** Except as otherwise set forth in this Agreement, in the event of any first-party Claim among the Parties, the Parties shall use their best efforts to resolve their differences. To this effect, the Parties involved shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all such Parties. In the event the Parties are unable to so resolve such controversy, claim or dispute, the Parties shall next attempt to do so through the process of mediation before a single, mutually acceptable mediator. The mediator shall be a retired judge or a practicing attorney with experience in mediating disputes which are similar in nature to the dispute in question. If the Parties are unable to agree upon the mediator, then the Parties shall file for mediation with the AAA and hereby agree to accept the mediator appointed by AAA. The mediation shall be conducted and concluded within thirty (30) days after the mediator has been engaged. The Parties shall split evenly all mediation costs. The mediation shall be conducted at a suitable location within the County of Los Angeles in the State of California. In the event that such dispute is not resolved through mediation, then, subject to the limitations set forth in this Agreement, the Parties shall be permitted to pursue other remedies which may be available to them at law or in equity. In the event a Party fails to participate in the negotiations or mediation required pursuant to this Section, such Party shall be unable to recover its reasonable attorneys' fees and related costs. Notwithstanding the foregoing, nothing in this Agreement shall prohibit a Party from seeking equitable relief in a court of competent jurisdiction located in the County of Los Angeles in the State of California.

d. **ARBITRATION.** Except for actions seeking injunctive relief, pre-judgment attachment or other relief that is not within the powers of an arbitrator, in the event of any first-party Claim, either Party may require that the Claim be determined by an arbitration administered by ADR Services, Inc. (“ADR”), Los Angeles, California, ADR and held at an office of ADR in Los Angeles, California. The arbitration shall be held before a sole arbitrator and shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Standard Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR and serving the demand on the opposing Party. The Parties shall select an arbitrator by mutual agreement through ADR within fifteen (15) calendar days of the date the demand for arbitration is filed. If the Parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR shall select an independent arbitrator. The arbitrator's fees and similar costs of the arbitration shall initially be borne equally by the Parties, subject to the provisions of Section 9.b (Attorney Fees and Costs; Debt Collection).

e. **WAIVER OF CLASS ACTIONS AND JURY TRIALS.** BUYER agrees that any proceeding, whether in arbitration or in court, initiated by BUYER will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in such action that this class action waiver is unenforceable, this class action waiver will be void only as to BUYER. If for any reason a Claim proceeds in court rather than through arbitration, BUYER waives any right to a jury trial.

11. **CONFIDENTIAL INFORMATION.** Any and all Intellectual Property, specifications, information, documents, samples and



other materials of whatever description, blueprints, drawings, diagrams or price lists, whether disclosed verbally or in written, graphic, photographic, recorded, prototype or sample form, that relate to the design, manufacture, marketing, sale or production of the Products or accompanying any sales order are the confidential and proprietary property of SELLER, shall remain the property of SELLER, shall remain subject to recall at any time by SELLER, and shall not be disclosed to any third party or used for the design or manufacture of any other equipment, machine, tool, item or process.

12. **NO INJUNCTIVE RELIEF.** In no event shall BUYER be entitled to enjoin, restrain or otherwise impair in any manner SELLER's services, and in the event of SELLER's breach or default hereunder, BUYER's remedies shall be limited to the remedies expressly set forth in this Agreement. Notwithstanding the foregoing, SELLER may seek to enjoin or require specific performance of BUYER in the event that BUYER breaches Paragraphs 6 (Intellectual Property) or 10 (Confidential Information), and any the exercise of any such express remedy by SELLER shall not prejudice the exercise of any other remedy available to SELLER under this Agreement.

13. **SECURITY INTEREST.** SELLER reserves a purchase money security interest in the Products, all additions and accessions thereto and all replacements, products and proceeds thereof to secure payment of all amounts due to the SELLER hereunder or otherwise. Such security interest shall be retained and preserved until all amounts owed by BUYER to SELLER are paid in full. BUYER agrees that SELLER will have the right to file this contract or financing statements pursuant to the California Uniform Commercial Code or other applicable law to evidence or perfect SELLER's security interest in the Products. At SELLER's request, BUYER shall join with SELLER in executing such financing statements, and BUYER hereby grants SELLER a limited, irrevocable power of attorney and appoints SELLER as its attorney-in-fact to execute a financing statement on BUYER's behalf. BUYER shall pay upon demand all fees, taxes and assessments associated with the filing of this Agreement or financing statements.

14. **SAFETY.** BUYER shall use and require its employees and contractors to use safe operating procedures when installing the Products and shall comply with all laws, rules and regulations of any and all governmental bodies or agencies, including (without limitation as to operations conducted in the United States) the Occupational Safety and Health Act of 1970 (OSHA), as amended, and the regulations promulgated pursuant thereto and all amendments thereto with respect to the installation, operation and use of the Products. BUYER shall not alter or misuse the Products in any manner or for any purpose.

15. **PRODUCT RECALL.** If SELLER or BUYER is ordered or encouraged in writing to conduct a recall or voluntarily or involuntarily withdrawal of Products ("**Recall**") by any relevant government authority, or if SELLER determines in its reasonable discretion that a Recall is necessary or appropriate due to reasons relating to the safety of the Products or material non-compliance with any applicable law, governmental rule or regulation, such Party shall immediately notify the other Party in writing. In any such event, SELLER shall conduct, and implement such Recall in full communication with BUYER, and keep BUYER apprised of all information relating to the Recall as soon as reasonably possible. The nature and extent of the safety reasons or adulteration will be considered in determining the extent of the Recall, but such decision will be based on reasonableness and applicable federal, state or local regulations and guidelines as well as good business practices. SELLER shall appoint an appropriate single point of contact who shall answer BUYER's questions and provide support, information and assistance as BUYER reasonably requests in connection with a Recall. If caused by BUYER's negligence or willful misconduct, BUYER shall bear all costs and expenses related to any Recall, including any costs or expenses incurred by SELLER in connection with or arising out of any such Recall.

16. **TAXES.** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax SELLER is required to collect or pay with respect to the production, sale, or shipment of the Products, or any parts or components thereof, sold to BUYER shall be the responsibility of BUYER. BUYER agrees to pay all such taxes and further agrees to reimburse SELLER for any such payments made by SELLER.

17. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be deemed or construed to create a relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood that nothing contained herein shall be deemed to create any relationship between the Parties other than that of seller and buyer. Absent a SELLER provided sales order incorporating this Agreement, this Agreement does not provide for any sale of the Products.



18. **SURVIVAL**. The paragraphs of this Agreement that by their nature are intended to survive shall survive the expiration or termination of this Agreement.

19. **NOTICE**. All notices given by either Party to the other hereunder shall be in writing and sent either by electronic mail certified mail, postage prepaid and return receipt requested, or by recognized overnight courier such as Federal Express to the address set forth in the quote and/or sales order or to such other location as either party may from time to time designate in writing. Notices sent by electronic email shall be deemed received once sent by the sender unless otherwise notified by the intended recipient of non-receipt. Notices sent to the physical address shall be deemed given on the third (3rd) business day after the date of mailing by certified mail, or on the next business day after the date of deposit with such overnight courier. All notices to SELLER shall be sent with a copy to: Miller Haga Law Group, LLP, 23901 Calabasas Road, Suite 2001, Calabasas, CA 91302, Attention: Managing Partner.

20. **WAIVER; SEVERABILITY**. No waiver of any provisions of this Agreement shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and shall only apply to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of this Agreement shall not be construed as a waiver of any terms or conditions thereof. Whenever the consent, approval, acceptance, acknowledgment or waiver of SELLER is required under this Agreement, the same shall not be effective unless in writing and wet-signed by a duly authorized representative of SELLER. For the avoidance of doubt, email correspondence shall not be sufficient to constitute the consent, approval, acceptance, acknowledgment or waiver of SELLER. If any portion of this Agreement is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement, and all remaining covenants, terms and conditions of this Agreement shall remain in full force and effect.

21. **ASSIGNMENT**. This Agreement is not assignable by BUYER, except with the written consent of the SELLER. This Agreement shall be binding upon the successors and assigns of the Parties to this Agreement.

22. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement between BUYER and SELLER with regard to the purchase and sale of the Products between the Parties. Further, the BUYER agrees to accept these Terms and Conditions of Sale which SELLER may at any time modify or supplement in its sole discretion. **As stated in Section 1, the terms and conditions of any purchase documentation issued by BUYER shall be for BUYER's internal use only and shall not apply to or affect the rights and obligations of SELLER under this Agreement or any purchase order.** In the event of any conflict between any of this Agreement and any other term or condition of a purchase order issued by SELLER, the term or condition most beneficial to SELLER shall prevail.