



STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Terms of Agreement. These Standard Terms and Conditions of Purchase (these "Standard Terms") shall be made a part of and incorporated into each purchase order issued by Cornelius Inc. and/or its affiliates (collectively, "Buyer") (each a "Purchase Order"). Any reference herein to a Purchase Order shall include the Standard Terms. No waiver, alteration, or modification of the terms and conditions set forth herein shall be valid unless expressly agreed to in writing by Buyer. Any different, additional or conflicting terms or conditions set forth by the party selling the goods and/or services ("Seller") in its invoice or any other document issued by Seller are expressly objected to and rejected by Buyer and the terms and conditions set forth herein shall exclusively govern the purchase and sale of the goods covered by the relevant Purchase Order. A Purchase Order is accepted by Seller upon Seller's written acceptance or its delivery of goods pursuant to such Purchase Order. These Standard Terms shall also apply to services provided by Seller to Buyer in a manner consistent with the obligations related to provision of goods.

2. Delivery Terms.

- 2.1 If delivery of goods is not made in the quantities and/or at the time(s) specified in the relevant Purchase Order, Buyer reserves the right, without liability to take either or both of the following actions: (a) direct expedited routings of goods (the difference in cost between the expedited routing and the order routing costs shall be paid by Seller); (b) cancel this order or balance by notice effective when delivered to Seller; to purchase substitute goods elsewhere and charge Seller with any loss incurred, including the difference between the cost of substitute goods and the goods that would have been provided by Seller.
- 2.2 Seller shall use the means of delivery and the carrier specified and set forth by Buyer in the relevant Purchase Order. All deliveries of goods ordered by Buyer shall be F.O.B. delivery point designated by Buyer, with all title and risk of loss passing to Buyer upon delivery of the goods at the F.O.B. delivery specified by Buyer.
- 2.3 Each shipment of goods shall include separate packing slips showing: (a) Buyers' Purchase Order number; (b) packing list number; (c) quantity of parts per container; (d) total number of containers shipped; (e) Buyer's part number and revision level for each goods shipped, if applicable; (f) a description of the goods; (g) individual serial numbers of the goods, if applicable; (h) date of shipment; and (i) the total quantity of goods shipped.
- 2.4 Buyer will have no liability for payment or damages for goods delivered to Buyer in excess of quantities specified in the relevant Purchase Order or prior to the delivery schedule specified. Such goods may be subject to rejection and returned at Seller's expense, including transportation charges both ways. Buyer will not be liable for any material or production costs incurred in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.
- 2.5 Seller shall package the goods in a manner that will prevent damage during shipping and ship the goods in accordance with Buyer's instructions. Seller shall be liable for any loss or damage incurred as a result of improper packaging, crating and/or routing, including additional transportation costs due to improper routing.

3. Prices. If a price is not stated in the relevant Purchase Order, Buyer and Seller agree that the goods shall be billed at the lesser of (a) the price last quoted to Buyer by Seller and (b) Seller's prevailing customary market price. The relevant Purchase Order may not be filled at a price higher than that which was last quoted or charged to Buyer without Buyer's specific written authorization. Buyer shall not be charged for taxes, transportation, boxing, packing or returnable containers in connection with the relevant Purchase Order, unless such charges have been previously specifically agreed to in writing by Buyer. All sales, use, excise and similar taxes to be paid by Buyer, if any, must be itemized separately on the applicable corresponding invoice.

4. Seller's Warranties.

- 4.1 UNLESS OTHERWISE AGREED BY BUYER, THE WARRANTY PERIOD SHALL BE FOR A PERIOD OF 84 MONTHS FROM THE DATE OF ACCEPTANCE THE GOODS.
- 4.2 AN EXPRESS WARRANTY FROM SELLER IS CREATED BY ANY AFFIRMATION OF FACT OR PROMISE MADE BY SELLER WHICH BECOMES PART OF THE BASIS BY WHICH THE AGREEMENT RELATING TO THE GOODS WAS MADE. ANY SAMPLE OR MODEL PROVIDED BY SELLER AS A BASIS FOR AN AGREEMENT BETWEEN THE PARTIES CREATES AN EXPRESS WARRANTY THAT THE GOODS SHALL CONFORM TO THE PROVIDED SAMPLE OR MODEL. AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR A PARTICULAR PURPOSE EXISTS WHERE SELLER HAS REASON TO KNOW OF SUCH PARTICULAR PURPOSE AND HAS ASSIGNED IN SELECTION AND/OR APPROVAL OF ITS USE FOR A PARTICULAR PURPOSE.
- 4.3 WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE EXIST BETWEEN THE TWO PARTIES, WITHOUT LIMITATIONS, AS SET FORTH AND DESCRIBED IN SECTION 5 BELOW. ANY EXPENSES, CHARGES OR LIABILITY ASSOCIATED WITH DEFECTIVE PRODUCT IN CASES OF ABOVE STATED WARRANTIES WILL BE BORNE BY SELLER. IN CASES WHERE A DESIGN CHANGE IS MADE TO AN EXISTING APPROVED PRODUCT WITHOUT KNOWLEDGE AND CONSENT BY BUYER, SELLER WILL BE ACCOUNTABLE FOR ANY INCREMENTAL CHARGES INCURRED. SELLER ABIDES BY THE WARRANTY OF MERCHANTABILITY, WHEREBY SELLER HAS OBLIGATION TO RELAY KNOWLEDGE AND SAMPLE OF

REVISED PRODUCT FOR LAB TESTING TO BUYER FOR APPROVAL(S), AS APPLICABLE. WHERE PERFORMANCE SPECIFICATIONS HAVE BEEN THE BASIS FOR PRODUCT DEVELOPMENT, SELLER IS LIABLE FOR ANY AND ALL WARRANTY ISSUES REGARDING FITNESS FOR USE IN BUYER'S PRODUCT.

4.4 SELLER WILL BEAR RISK OF INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR LOSS OF MARKET SHARE RESULTING FROM SELLER'S BREACH OF PERFORMANCE. BUYER MAY RECOVER FROM SELLER THE DIFFERENCE BETWEEN THE COST OF COVER OR CHARGES INCURRED FOR SUBSTITUTE GOODS AND THE CONTRACT PRICE.

4.5 SELLER AGREES TO INDEMNIFY, DEFEND (AT BUYER'S REQUEST), PROTECT AND HOLD HARMLESS BUYER FROM AND AGAINST ALL (A) CLAIMS AND LIABILITIES OF THIRD PARTIES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING IN CONNECTION WITH OR RESULTING FROM A MATERIAL BREACH BY SELLER, OR ITS EMPLOYEES, REPRESENTATIVES OR OTHER AGENTS, OF SELLER'S OBLIGATIONS OR REPRESENTATIONS SET FORTH HEREIN; (B) PERSONAL INJURIES, PROPERTY DAMAGES, COMMERCIAL OR ECONOMIC LOSSES, INCLUDING, WITHOUT LIMITATION, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH SELLER'S PERFORMANCE HEREUNDER OR UNDER THE PURCHASE ORDER, OR CONTRIBUTED TO BY GOODS OR ITEMS FURNISHED BY SELLER TO BUYER IN CONNECTION HERewith OR WITH THE PURCHASE ORDER; AND (C) CLAIMS (INCLUDING DIRECT AND THIRD PARTY CLAIMS) AND LIABILITIES RESULTING FROM THE ACTS or OMISSIONS OF SELLER, ITS AGENTS, OR EMPLOYEES IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR UNDER THE PURCHASE ORDER.

5. Specifications. Seller hereby warrants that Seller will supply or manufacture the goods in accordance with the specifications, if any, provided by Buyer, and that such goods will be (a) free from defects in material and/or workmanship, (b) merchantable and fit for the particular purpose for which such goods were intended; and the parties hereby agree that this warranty shall survive the delivery, inspection and acceptance of, and payment for, the goods. All goods rejected by Buyer shall be returned to Seller for full credit at the price charged, plus transportation charges. Buyer, in its sole discretion, may require Seller to replace rejected goods at the purchase price stipulated in the original Purchase Order. Buyer may, in its sole discretion, accept a part of any shipment that fulfills Buyer's specifications, and reject any part that does not fulfill such specifications, and consider the order breached to the extent of the amount of the rejected goods. Seller will not make any changes in such specifications or make any changes in any components or processes used in manufacturing the goods previously agreed to by Buyer without Buyer's prior written consent.

6. Inspection and Acceptance. Payment for any goods under these Standard Terms shall not constitute acceptance. All goods purchased hereunder are subject to inspection at Buyer's destination either before or after payment or before or after acceptance at Buyer's option. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with the instructions, specifications, drawings, or data as furnished to Seller before or during the relevant Purchase Order process. Items not accepted or goods whose acceptance is revoked will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways, as well as the difference between the cost of cover or charges incurred for substitute goods and the contract price; provided, however, that such goods may be held at Buyer's discretion for Seller's instructions and stored at Seller's risk. If within 48 hours after receipt of notice of rejection or revocation of acceptance, Seller gives no instructions for the disposition of the goods, Buyer may, at its discretion, return for full credit at Seller's expense. Seller shall not replace rejected goods or goods whose acceptance has been revoked unless specified by Buyer. Buyer shall not be liable for failure to accept any part of the goods if such failure is the result of any cause beyond the control of Buyer. Such causes include, but are not limited to, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, or total or partial shutdown of Buyer's plant for any cause.

7. Invoices. Seller's invoices ("Invoices") shall, at a minimum, include: (a) Buyer's Purchase Order number, against which the goods were shipped; (b) the date of invoice; (c) Buyer's part number and revision level for each of the goods shipped, if applicable; (d) a description of the goods; (e) the total quantity of goods shipped; (f) the per unit price of the goods shipped; (g) the amount of taxes, if any; (h) the date of shipment; and (i) the total invoice price. Invoices are due 60 days from the date of release to Buyer from Seller's U.S. based facility or 60 days from date of invoice if later. Invoices may not be dated prior to the date of shipment of the Products covered thereby, and no payment shall be due if any invoice is improper as to date or otherwise.

8. Termination.

8.1 Buyer may, by notice in writing to Seller, terminate the relevant Purchase Order or work thereunder, in whole or in part, at any time and such termination shall not constitute default. In such event, Buyer will pay Seller contract price for finished goods covered by this agreement held in Seller's inventory provided product is completed to specifications and accepted by Buyer. Buyer will reimburse Seller verifiable costs associated with components in manufacture of incomplete Buyer's proprietary products covered by this agreement.

8.2 Buyer shall have the right to cancel for default all or any part of the relevant Purchase Order upon the occurrence of any of the following events: (a) Seller does not make deliveries or furnish services according to the terms specified, (b) Seller repudiates such or any other Purchase Order or these Standard Terms, (c) Buyer rightfully rejects or revokes acceptance, (d) Seller breaches any of the terms hereof including warranties of Seller, (e) Seller makes an arrangement, extension or assignment for the benefit of creditors, (f) Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, (g) Seller becomes insolvent or generally does not pay its debts as they become due or (h) Seller is adjudicated as bankrupt or files a voluntary petition in bankruptcy. Buyer may, at its option, request that Seller provide adequate written assurance of future performance pursuant to the Uniform Commercial Code as enacted in the State of Minnesota. In

such a case, Seller must provide said written assurance of performance within 10 days of Buyer's written request (excluding the date of mailing). This right of cancellation and the right to request an adequate written assurance of future performance are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

9. Codes and Configuration Control. Unless otherwise agreed by Buyer, Seller shall obtain all appropriate certifications related to the goods (e.g., Underwriter's Laboratories, NSF, CEC, CE, WEEE and RoHS, etc.). Seller shall not make any change in design, manufacturing or assembly processes or source of supply of the Products/Services purchased hereunder without the express prior written approval of Buyer. Seller further represents and warrants that it shall track all sources of supply in order to implement a potential recall.

10. Buyer's Property and Tooling. The tooling used to produce the goods shall be manufactured or obtained by Seller on behalf of Buyer, and shall be owned at all times by Buyer. All sketches, engineering drawings, specifications and other documents, etc. relating thereto, shall hereinafter be referred to as the "Buyer's Property", and all replacements thereof and materials fixed or attached thereto, shall be and remain the property of Buyer. All Buyer's Property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Seller as property of Buyer, will, at Seller's expense, be safely stored (separate and apart from Seller's property wherever practicable), and will be kept free of all liens, claims, encumbrances and interests of third parties. Seller will maintain all of the Buyer's Property in good condition at Seller's expense and if any of Buyer's Property is damaged Seller shall so notify Buyer and shall, at Seller's expense, repair or replace the same immediately. All of Buyer's Property shall be held and used by Seller for the exclusive benefit of Buyer and for no other purpose. Seller shall not duplicate, modify, scrap or destroy any of Buyer's Property without the prior written consent of Buyer. Buyer shall have the right, at all reasonable times, upon prior request, to enter Seller's premises to inspect any and all of Buyer's Property and any property or goods manufactured, developed or created with the aid of Buyer's Property.

11. Confidential Information and Inventions. All information or data furnished by Buyer to Seller in connection with the performance of any purchase order by Seller are the exclusive property of Buyer. Such information and data are furnished solely for the purpose of Seller's performance of any purchase order and on the express condition that such information and data shall not be disclosed to others nor used for any purpose without the prior written consent of Buyer. All such information and data are to be returned to Buyer promptly upon written request from Buyer to Seller. In addition, Seller shall not, without Buyer's prior written consent, disclose to third parties information regarding the pricing, payments or other financial arrangements between Buyer and Seller or the existence of their business relationship, except to the extent such disclosures are required to be made under applicable law or are made in a court of law or arbitration proceeding involving Buyer and Seller. The obligations under this Section 11 shall survive the cancellation, termination or completion of any purchase order. All inventions, discoveries, creations, improvements, models, prototypes, patents, trade secrets, trademarks and copyrights relating to the performance of any purchase order ("Developments") shall be the exclusive worldwide property of Buyer, and regardless of whether such Developments are conceived by Seller solely or jointly with others. Seller shall promptly disclose all such Developments to Buyer, and shall use its best efforts to assist Buyer in the protection of Buyer's worldwide exclusive property rights in such Developments, including without limitation the execution of assignment, patent, copyright and trademark documents at the request of Buyer. In the event Buyer is unable to obtain Seller's execution of such documents, Seller hereby appoints Buyer as its attorney-in-fact for the purpose of executing or filing such documents. Seller shall ensure that all of its employees and representatives working in connection with Buyer's purchase orders are bound by obligations to assign all inventions, discoveries, creations, improvements or suggestions to Seller and to assist in securing the intellectual property rights therefor.

12. Spare/Replacement Goods and Continuity of Supply. Seller shall make continually available to Buyer during and after the performance of this purchase order spare and/or replacement parts for the goods for a period of no less than ten (10) years after the last production order is issued. The provisions of this Section 12 shall survive performance of any purchase order. Following termination of the business relationship between the parties, no matter the cause, Seller shall, if requested in writing by the Buyer, supply goods upon the Standard Terms sufficient to meet all orders placed by the Buyer with Seller and to meet new orders placed by Buyer necessary in order to enable Buyer to meet its outstanding contractual commitments to its customers as at the date of termination.

13. Exclusivity. Seller acknowledges and agrees that the rights to the designs of the goods or components of the goods are the exclusive property of Buyer and are not to be duplicated by Seller and/or manufactured or sold by Seller to any party other than Buyer.

14. Audit and Inspection Rights. Seller agrees that it must be able to demonstrate its compliance with the terms of these Standards Terms at the request of and to the satisfaction of Buyer which includes, but is not limited to, Buyer having the right to inspect any site involved in work for Buyer and to have access to the books and records of Seller related to the performance of any purchase order. If Seller fails to comply with this Section 14, Buyer shall be entitled, in its sole discretion, to terminate the purchase order or other agreements between Seller and Buyer without penalty to Buyer, but with obligations for Seller to remedy any damages suffered by Buyer as a result of such termination or as a result of the breach of the purchase order by Seller.

15. Intellectual Property Infringement Indemnity. Seller warrants the goods purchased hereunder do not infringe upon any patent, trademark, service mark, trade name, copyright or other similar third party intellectual property right and covenants and agrees to defend (at Buyer's request) and hold harmless Buyer, its customers, agents and subsequent owners from any claim that any product or article sold by Seller hereunder (except goods specifically of Buyer's design), infringes any letters, patent, copyright or trademark, or from any claim of unfair competition, by reason of its use or sale by Buyer, its customers or agents. Seller further agrees to indemnify (and as incurred, reimburse) Buyer against any and all expense, loss, royalties, profits and damages, including court costs, attorneys' fees and reasonable value of time expended by Buyer's employees (as determined by Buyer in its sole discretion), in connection with or resulting from such suit or proceedings, including, without limitation, any settlement or decree of judgment therein. Seller's obligations hereunder survive acceptance of goods and payment delivered by Buyer.

16. Insurance Requirements. Seller shall obtain and maintain in force at its own expense and with a reputable insurance company acceptable to Buyer, adequate and suitable insurance to cover its liability under this Agreement (including, but not limited to, comprehensive general liability insurance to include, without limitation, public and product liability and product recall insurance to the value of at least five

million dollars (\$5,000,000) per occurrence, and with an aggregate limit of five million dollars (\$5,000,000) per annum and such other cover as Buyer reasonably deems appropriate) and shall supply to Buyer on its reasonable request, certificates to prove that Seller has appropriate and valid insurance. Save for employer's liability and professional liability insurances, each and every insurance policy required pursuant to this Section 16 shall (i) name Buyer as an additional insured, (ii) contain a cross liability clause, as if the policy had been issued to each of the insured in their own right such that the interest of each co-insured will not be invalidated or detrimentally affected by any act or omission of any co-insured and (iii) be primary as to any other valid and collectible insurance which may be available to Seller. The stipulated limits of coverage in this Section 16 will not be construed as a limitation of any potential liability to Buyer and failure to request evidence of this insurance will in no way be construed as a waiver of Seller's obligation to maintain the insurance coverage specified.

17. Changes. Buyer reserves the right at any time to make written changes in any one or more of the following: (a) specifications, drawings and data incorporated in the relevant Purchase Order where the items to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; or (f) quantities.

18. Miscellaneous.

- 18.1 Arbitration. Any controversy or claim arising out of or relating to these Standard Terms or the relevant Purchase Order, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in Minneapolis, Minnesota by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.
- 18.2 Notices. Notices and communications under the relevant Purchase Order or these Standard Terms shall be deemed given to either party at the address set forth on the relevant Purchase Order (includes any electronic address, if so provided on the relevant Purchase Order): (a) upon the expiration of 5 business days after the date of deposit in the U.S. mail if sent by registered mail, return receipt requested; (b) upon the next business day if sent by recognized overnight supplemental delivery service; (c) the same business date if notice is delivered personally; or (d) upon electronic confirmation of transmission if sent by facsimile or electronic mail.
- 18.3 Assignment. Seller may not assign, transfer or subcontract these Standard Terms or the relevant Purchase Order or any interest herein or any rights or duties hereunder without the prior written consent of Buyer.
- 18.4 Force Majeure. Neither party shall be liable in damages for any failure due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes.
- 18.5 Governing Law. These Standard Terms and each Purchase Order shall be interpreted and construed in accordance with the laws of the State of Minnesota.
- 18.6 Affiliates. Any right, cause of action claim for relief or remedy granted to Buyer herein shall extend without exception to any entity that controls, is controlled by, or is under common control with Buyer.
- 18.7 Entire Agreement and Priority. These Standard Terms, together with each Purchase Order of which they are a part and any specifications set forth herein and therein, constitute the complete and final agreement between the parties and supersede all prior negotiations and agreements between the parties concerning the subject matter hereof and thereof; provide that (i) to the extent of any conflict between these Standard Terms and the terms of the relevant Purchase Order, the terms of the relevant Purchase Order will control and (ii) if at the time of delivery of a Purchase Order the parties are also party to an in effect Master Supply Agreement, additional terms in the Master Supply Agreement shall also apply, but in the case of conflict between any thereof the order of priority is (a) the relevant Purchase Order will control except that the price for any goods shall in any event be determined as set forth in an applicable Appendix to the Master Supply Agreement, (b) the terms of such Master Supply Agreement will control except as described in (a), and (c) these Standard Terms shall apply except in the case of conflict with the relevant Purchase Order or such Master Supply Agreement. The relevant Purchase Order, any Master Supply Agreement and these Standard Terms shall govern and control the respective rights and obligations of all Products purchased under such Purchase Order submitted by Buyer or its affiliates, to the exclusion of any additional delivery or purchase terms or conditions, whether set out in any acceptance or acknowledgment or otherwise, unless expressly agreed to in a writing signed by both parties.

In addition to these Standard Terms, the Purchase Order of which they are a part and any specifications set forth herein and therein, the parties hereto may also be party to a Confidentiality Agreement, a Tooling Agreement and/or an eKANBAN Agreement. The parties agree that: (y) any Confidentiality Agreement, Tooling Agreement and/or eKANBAN Agreement executed before the date hereof will survive the issuance of the Purchase Order and the effects of these Standard Terms and continue in full force in accordance with its terms; and (z) these Standard Terms, the Purchase Order of which they are a part and any specifications set forth herein and therein will survive the execution hereafter of any Confidentiality Agreement, Tooling Agreement and/or eKANBAN Agreement and continue in full force in accordance with its terms except to the extent such Confidentiality Agreement, Tooling Agreement and/or eKANBAN Agreement expressly amends them.

- 18.8 Amendment. Subject to Section 18.7, in no event will Buyer be deemed to have agreed to have changed, enlarged or modified its liabilities or obligations as fixed by these Standard Terms, by virtue of terms set forth in Seller's acceptance, confirmation or otherwise, except by a writing signed by an officer of Buyer expressly amending these Standard Terms. Without limiting the foregoing, no mere acceptance of goods delivered will constitute acceptance of such a change, enlargement or modification.
- 18.9 Fair Labor Standards Act. Seller agrees that all goods purchased hereunder will be produced in compliance with the Fair Labor Standards Act.
- 18.10 Compliance with Applicable Law and Buyer's Code of Responsible Business. Seller represents that the goods purchased hereunder were manufactured and priced and are being sold in compliance with all applicable federal, state, and local laws, rules and regulations. Supplier represents and warrants that none of the goods supplied by Seller pursuant to this Agreement contain any tin, tantalum, gold or tungsten that originated from the Democratic Republic of Congo (DRC) or any country bordering the DRC. Seller acknowledges that Buyer has a code of responsible business (the "Code"), which is available upon request. Seller shall, at all times, conduct, and cause its officers, directors, employees and/or agents to conduct, business ethically and in accordance with the provisions of the Code. This Section shall apply whether or not Seller is acting pursuant to a Purchase Order or otherwise in its relationship with Buyer. Seller agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section at the request of and to the satisfaction of Buyer which includes, but is not limited to, Buyer having the right to inspect any site involved in work for Buyer. If Seller fails to comply with this Section, Buyer shall be entitled, in its sole discretion, to terminate the relevant Purchase Order or other agreements between Seller and Buyer without penalty to Buyer, but with obligations for Seller to remedy any damages suffered by Buyer as a result of such termination or as a result of the breach of the relevant Purchase Order by Seller.
- 18.11 Independent Contractors. The relationship of Buyer and Seller under these Standard Terms and those set forth in the relevant Purchase Order is one of independent contractors. Nothing in the relevant Purchase Order or these Standard Terms shall be interpreted as authorizing either party to bind the other, to incur any liability on behalf of the other, or to act as an agent for the other.
- 18.12 Survival. All provisions herein or in the relevant Purchase Order regarding warranty, indemnification, confidentiality, liability and limits thereon, or other provisions that survive by their terms, will survive any termination or expiration of the relevant Purchase Order.
- 18.13 Severability. In the event that any provision of these Standard Terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these Standard Terms, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Standard Terms and the remainder of these Standard Terms shall continue in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from these Standard Terms. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these Standard Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.