primary comprehensive or commercial general liability insurance with limits of at least $2 million per occurrence combined single limit for bodily injury and property damage with a $2 million products-completed operations aggregate and a $2 million general aggregate, including coverage for: (i) Products and completed operations liability; (ii) Blanket General Liability; (iii) Cross Liability endorsement or Severability of Interest clause. Insurance required shall: (i) be endorsed to insure Buyer, its officers, directors, employees, representatives and agents as additional insureds; (ii) be endorsed to waive any rights of subrogation against Buyer; (iii) provide contractual liability coverage for independent contractors engaged in the use of such insurance to the extent that the use of such insurance is primary to and non-contributory with any other insurance obtained by, for or on behalf Buyer notwithstanding any “other insurance” provision contained within such policies. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any coverage. Proof of blanket general liability insurance shall be provided to Buyer at the time hereunder and the cost of pursuing any insurance claim shall be borne by Buyer. Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably required by Buyer to evidence the insurance coverages required herein. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's interests and Buyer shall be the named assured.

10. CHANGE: No change to any Order is binding upon Buyer unless it is in a signed writing, and specifically that it amends such Order. Buyer shall have the right at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, in whole or in part, without liability. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order if agreement on an adjustment cannot be reached. Claims for adjustment must be asserted by Seller within ten days of the change order. Seller agrees to accept any such changes.

11. RECALL: Unless otherwise agreed to by Buyer in writing, Seller shall not sell or offer for sale any Goods or services which (i) infringe, or are held to infringe, any patent or other intellectual property right of Buyer or any of Buyer's licensees or suppliers; or (ii) constitute an infringement of a patent and/or the intellectual property right of any other person or entity to whom Buyer shall designate. Seller’s LABORATORY LIABILITY and/or ACCEPTANCE is limited to the terms of the Order. The Order is the only terms and conditions which govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional terms or conditions, unless expressly agreed to in writing by Buyer. Buyer shall not be bound to purchase or pay for the Goods in any event of any provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to alter or add to the provisions contained in the Order. Unless otherwise stated herein, Seller’s acknowledgment of the acceptance of Goods or commencement of any Services shall constitute acceptance by Seller of the Order.

12. WARRANTIES: Seller warrants that (I) all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or other encumbrances; (e) free of claims of infringement or misappropriation of any third party’s intellectual property rights; and (f) produced or provided in compliance all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS and Prop. 65 (“Laws”); and (ii) Seller shall (a) comply with all applicable Laws and Buyer’s prime contract (if any); and (b) refrain from engaging in any illegal, unethical, or deceptive practices. All warranties shall survive inspection, testing, delivery, acceptance, termination and payment and failure to inspect, test or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, representations, express or implied, by Buyer or Seller. FURNISHING OF GOODS DOES NOT EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

13. FORCE MAJE: Buyer shall not be liable for failure to take delivery of the Goods or to allow performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer's control.

14. TERMINATION: Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or otherwise unable to pay its debts or to conduct its business as a going concern; (iv) Seller's creditors file a petition or cause a receiver to be appointed for Seller or any substantial part of its assets; (v) Buyer is insecure with respect to Seller's ability to perform and Seller in unable to provide Buyer with adequate assurance of its ability to perform within five days after Buyer’s request therefor; or (vi) Buyer provides no less than seven (7) days’ written notice to Seller. Buyer's rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law or in equity, and shall be in addition to and cumulative with all other remedies available to Buyer or any of Buyer’s designees. All notices to Buyer given in writing and will be effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or two business days after deposit if sent by a nationally recognized courier service which maintains evidence of the time of receipt and receipt of delivery. Nothing herein shall be construed as setting forth any option or election or any other right or rights to return Buyer's Property and acknowledges that its obligation to return Buyer’s Property upon demand is unconditional.

15. AUDIT: Buyer and its designees shall have the right to audit and inspect Seller and Seller’s suppliers records, documents and facilities to determine compliance with the terms of the Order and the terms and conditions of this contract.

16. NOTICES: All notices to Buyer given in writing and will be effective upon personal delivery, the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or two business days after deposit if sent by a nationally recognized courier service which maintains evidence of the time of receipt and receipt of delivery. Nothing herein shall be construed as setting forth any option or election or any other right or rights to return Buyer’s Property or to cancel either party as of the date of such termination. Upon receipt of notice of termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.

17. PROPERTY: Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment, and materials (“Buyer’s Property”) furnished or paid for by Buyer shall be and remain the sole property of Buyer. No articles made therefrom shall be furnished by Buyer to any other person or entity without Buyer’s prior written consent. Seller shall be responsible for maintaining adequate records and maintenance of Buyer’s Property and Seller’s possession of Buyer’s Property. Seller shall notify Buyer of any lien rights or other rights or other rights to return Buyer’s Property upon demand is unconditional.

18. INVOICES: The parties agree that for any transactions, facsimile signatures shall be accepted as original signatures, or any document created pursuant to an Order may be transmitted electronically and any document created pursuant to an Order may be maintained in electronic format; a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of any Order nor any document created thereto, based on the use of a facsimile signature, electronic order or the use of an electronic copy.
of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.