GENERAL TERMS AND CONDITIONS–GOODS
EFFECTIVE DATE: OCTOBER 16, 2026 (Version 2026-10)

These General Terms and Conditions are hereby incorporated into and made part of the Purchase Order (the "**Purchase Order**") issued by the purchaser identified therein ("**Company**") to the vendor identified therein ("**Vendor**"). The version of these General Terms and Conditions in effect on the date the Purchase Order is issued, as posted at https://worldoilcorp.com/legal/, shall govern the Purchase Order, notwithstanding any later revision of these General Terms and Conditions, unless Company and Vendor otherwise agree in writing. The Purchase Order, together with these General Terms and Conditions, constitutes this "**Agreement**". Company and Vendor may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1.0 DEFINITIONS

1.1. In addition to the terms defined elsewhere in this Agreement, when used in this Agreement the following terms shall have the meanings assigned to them in this Section 1.0, unless the context otherwise clearly requires:

(a) "**Affiliate**" or "**Affiliates**" means (in relation to either Party) any and all Persons directly or indirectly controlled by, controlling, or under common control with that Party, including any Person which becomes an Affiliate after the date of the Purchase Order. For purposes of the foregoing, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**controlled**" have correlative meanings.

(b) "**Applicable Law**" or "**Applicable Laws**" means any and all applicable federal, state, and local laws, rules, regulations, codes, ordinances, orders, directives, permit conditions and other governmental requirements that apply to the Parties' respective obligations under this Agreement.

(c) "**Claim**" or "**Claims**" means any and all claims, demands, damages, losses, liabilities (including contractual liabilities), liens, encumbrances, government-imposed fines and penalties, suits, causes of action of any kind or character (including those for property damage, environmental damage or contamination, personal injury, disease or death), obligations, costs, judgments and awards, whether under judicial proceedings, administrative proceedings or otherwise (including those requiring the payment of interest, attorneys' fees, and/or other costs of litigation).

(d) A Party's "**Group**" means, individually or in any combination, the applicable Party, its Affiliates, their respective owners, members, managers, shareholders, partners, contractors, subcontractors, consultants, vendors, invitees, licensees, successors and/or assigns, and the officers, directors, employees, agents and representatives of each of the foregoing. For the avoidance of doubt, "**Company Group**" means Company's Group, and "**Vendor Group**" means Vendor's Group. Notwithstanding the foregoing, Company Group shall not include Vendor or any other member of Vendor Group, and Vendor Group shall not include Company or any other member of Company Group.

(e) "**Person**" means any legal or governmental entity or any natural person.

2.0 NATURE AND TERM OF AGREEMENT

2.1. Vendor's written acknowledgment of the Purchase Order, or Vendor's commencement of performance thereunder (including shipment of Goods), shall constitute Vendor's unconditional acceptance of this Agreement. Vendor shall supply the hardware, accessories, machinery, equipment, materials, supplies, parts and/or other goods ("**Goods**") specified in the Purchase Order strictly in accordance with this Agreement. Vendor shall comply with all specifications that are set forth in the Purchase Order, including any specifications reasonably inferable from the express description of the Goods. Vendor shall deliver the Goods no later than the date(s) specified in the Purchase Order. Time is of the essence.

2.2. Company may, at any time, in its sole discretion terminate the Purchase Order and this Agreement, in which event Vendor shall be paid, at the applicable rate(s) or price(s) stipulated in the Purchase Order, for any Goods delivered and accepted in writing by Company prior to such termination, which payment shall constitute Vendor's sole and exclusive remedy for termination. Company shall have no liability for unaccepted Goods, work in progress, raw materials or cancellation charges unless expressly agreed in writing.

2.3. In the event of any conflict or inconsistency between the provisions of these General Terms and Conditions and the terms contained in the Purchase Order, these General Terms and Conditions shall prevail to the extent of such conflict or inconsistency. To the extent that the Purchase Order attaches or references Vendor's estimate, bid, quotation or proposal for the Goods ("**Proposal**"), such Proposal is incorporated solely for purposes of identifying and providing the scope, specifications, pricing and delivery schedule for the Goods, as well as identifying and providing any standard warranties or guarantees of Vendor or any manufacturer or supplier that supplement (and do not limit) the warranties set forth in Section 7.0. No pre-printed or standard terms and conditions of Vendor contained in, attached to, referenced by, or incorporated into any Proposal (including, without limitation, any limitations on warranties, liability or indemnification), regardless of whether such pre-printed or standard terms and conditions of Vendor are executed by Company, shall govern or affect the rights and obligations of the Parties and are hereby rejected and deemed null and void and of no force or effect. Acceptance of this Agreement is expressly limited to the terms set forth herein, and any additional or different terms proposed by Vendor are rejected unless expressly agreed in writing by Company. Company's acceptance of or payment for the Goods shall not constitute acceptance of any additional or different terms proposed by Vendor.

2.4. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective heirs, successors and permitted assigns.

2.5. Vendor represents and warrants to Company that it has full power, authority and legal right to enter into this Agreement and perform its obligations hereunder.

2.6. Vendor represents and warrants to Company that the individual issuing/accepting the Purchase Order on behalf of Vendor is fully authorized to issue/accept the Purchase Order on behalf of Vendor and, that by issuing/accepting the Purchase Order, Vendor shall be bound by the terms of the Purchase Order and this Agreement.

3.0 PAYMENT

3.1. Company shall pay Vendor for the Goods furnished or supplied by Vendor and accepted by Company at the rate or prices set forth in the Purchase Order.

3.2. If Company disputes the amount of any invoice, it shall use commercially reasonable efforts to notify Vendor of such dispute within thirty (30) days following receipt of the invoice and Company may withhold payment of the disputed portion until resolution of the dispute. Interest shall not accrue for charges disputed by Company. Unless otherwise expressly stated in the Purchase Order, the undisputed portion of each invoice shall be paid no later than thirty (30) days following the date of Company's receipt of such invoice. Notwithstanding the foregoing, Company's delay or failure to notify Vendor of any dispute within such period shall not constitute a waiver of, or otherwise foreclose in any manner, Company's rights, including setoff or claims for overpayment. Company may set off any amounts owed by Vendor or Vendor Group to Company or Company Group against any amounts payable to Vendor under this Agreement or any other agreement or transaction.

4.0 REPORTS TO BE FURNISHED BY VENDOR

When requested by Company, Vendor shall furnish periodic written reports, in the form and at the frequency reasonably specified by Company, covering expenses incurred by Vendor in supplying the Goods for which Company is obligated to pay pursuant to this Agreement.

5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

Vendor shall be deemed to be an independent contractor, and it is the understanding and intention of the Parties that no relationship of master and servant, principal and agent or employer and employee shall exist between Company or any other member of Company Group, on the one hand, and Vendor or any other member of Vendor Group, on the other hand. Vendor shall be solely responsible for any and all salaries, employee benefit plans, taxes, insurance, and any and all other compensation and responsibility for its employees.

6.0 ADDITIONAL TERMS

6.1. Vendor warrants that it is qualified and has obtained all licenses, authorities, permits or other registrations required under Applicable Law to supply and sell the Goods pursuant to this Agreement and Vendor shall comply with all Applicable Law in connection with the sale, shipment and delivery of the Goods.

6.2. Vendor shall suitably pack, mark and ship the Goods in accordance with any requests from Company and the requirements of the transporting motor carriers so as to prevent loss or damage to the Goods while in transit. Vendor shall be liable for any loss or damage to the Goods due to its failure to comply with such shipping requirements.

6.3. Unless otherwise expressly stated in the Purchase Order, title to Goods shall pass to Company (a) for Goods delivered to Company by Vendor or Vendor's carrier, upon delivery of the Goods to Company's site specified in the Purchase Order, or (b) for Goods delivered to Company by Company's carrier, upon Company's carrier's receipt of the Goods. If Vendor or Vendor's carrier transports Goods, risk of loss shall pass upon delivery of the Goods to Company's site and tender for unloading; provided that risk of loss for nonconforming Goods shall remain with Vendor until such Goods are brought into conformity and accepted in writing by Company. If Company's carrier transports Goods, risk of loss of such Goods shall pass to Company upon tender of delivery to Company's carrier

at Vendor's site; provided that risk of loss for nonconforming Goods shall remain with Vendor until such Goods are brought into conformity and accepted in writing by Company.

6.4. Company shall have a period of not less than ten (10) business days (and such longer period as is reasonably necessary under the circumstances) following delivery of the Goods to Company's site set forth in the Purchase Order to inspect the Goods and either reject the Goods if they are nonconforming or accept the Goods. Company may reject any Goods that do not conform to the requirements of the Purchase Order or this Agreement by providing written notice to Vendor specifying the nonconformity. Acceptance of the Goods shall occur only upon Company's written confirmation signed by an authorized representative of Company. Payment for, inspection of, testing of, or use of the Goods shall not constitute acceptance of the Goods or a waiver of any rights or remedies. Company's failure to reject Goods within the inspection period shall not, by itself, constitute acceptance of nonconforming Goods; provided, however, that Company shall reject any patent nonconformity within a reasonable time after discovery. Nothing herein limits Company's rights with respect to latent defects or its rights and remedies under Section 7.0 or Applicable Law.

7.0 WARRANTIES

7.1. Vendor warrants to Company that for a period of the earlier of (i) twelve (12) months following the date that Goods are placed into operation at Company's facility or (ii) eighteen (18) months following the date Goods are shipped from Vendor's facility, all Goods will: (a) be supplied in accordance with the terms of this Agreement, (b) be free from any defects in workmanship, material and design; (c) conform to applicable specifications, drawings, designs, samples and other requirements specified in the Purchase Order; (d) be fit for their intended purpose and operate as intended; (e) be merchantable; (f) be free and clear of all liens, security interests or other encumbrances; and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any acceptance or payment of or for the Goods by Company. The foregoing warranties are cumulative and in addition to any other warranties provided by law or equity and any standard warranties or guarantees of Vendor or any manufacturer or supplier. To the extent permitted by Applicable Law, any statute of limitations applicable to breach of warranty claims shall run from the date Company discovers or reasonably should have discovered the noncompliance.

7.2. If Company rejects any Goods pursuant to Section 6.4 or notifies Vendor of any nonconformity under Section 6.4 or this Section 7.0, Vendor shall, at Company's sole option and at Vendor's sole cost and expense, promptly repair or replace the nonconforming Goods, or refund the full purchase price. Any repair or replacement shall be completed within thirty (30) days after notice. Any refund shall be paid within ten (10) days after Company's election of refund. Vendor shall be responsible for all costs associated with such nonconformity, including, without limitation, removal, disassembly, inspection, testing, transportation (including return freight), and reinstallation costs. If Vendor fails to timely and satisfactorily remedy the nonconformity, Company may, in addition to any other rights or remedies available at law or in equity, repair or replace the nonconforming Goods itself or through a third party at Vendor's sole cost and expense. Company may deduct or offset any amounts owed to Vendor against any costs or damages incurred by Company under this Section 7.2. The warranty period for any Goods which are repaired or replaced shall be for a period of one (1) year following Company's acceptance thereof or the remainder of the original warranty period, whichever period is longer.

7.3. Vendor shall use commercially reasonable efforts to obtain assignable warranties on all Goods that are no less favorable than this Agreement's warranties on the Goods. Vendor hereby assigns to Company (and shall cause the other members of Vendor Group to assign to Company) all warranties on the Goods provided hereunder and held by any member of Vendor Group. If any third-party warranties are not assignable, Vendor shall provide reasonable assistance to Company in enforcing such warranties for Company's ultimate benefit.

8.0 INSURANCE

Vendor, at its sole cost and expense, shall obtain and maintain the following insurance coverage, provided that the amounts listed below are minimum requirements and shall not act as a limitation on recovery from such insurance nor limit Vendor's liability pursuant to this Agreement: (a) statutory Workers' Compensation coverage as required by Applicable Law and Employer's Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-each employee, and $1,000,000 disease-policy limit; (b) Commercial General Liability ("**CGL**") insurance for bodily injury, property damage and personal/advertising injury with limits of not less than $2,000,000 per occurrence, which may be satisfied through a combination of primary and Umbrella/Excess Liability coverage; and (c) Commercial Automobile Liability covering any auto (or if Vendor owns no vehicles, hired and non-owned autos) with a combined single limit of not less than $1,000,000 per occurrence, which may be satisfied through a combination of primary and Umbrella/Excess Liability coverage. The CGL and Commercial Automobile Liability policies, and any Umbrella/Excess Liability policies used to satisfy the limits required for such coverages, shall be primary and non-contributory with respect to any insurance or self-insurance maintained by Company Group and include a waiver of subrogation endorsement in favor of Company and Company Group. The CGL policies shall provide coverage for ongoing operations and completed operations, without limitation to ongoing operations only, and include contractual liability coverage sufficient to support Vendor's indemnity obligations under this Agreement. Vendor hereby waives, and shall cause its insurers to waive, all rights of subrogation against Company and Company Group under Vendor's CGL, Commercial Automobile Liability, Umbrella/Excess Liability, Workers' Compensation and Employer's Liability policies. The CGL, Commercial Automobile Liability, Workers' Compensation and Employer's Liability insurance required hereunder shall provide coverage on the basis of occurrences during the policy period, and not on the basis of claims made during the policy period. The CGL, Commercial Automobile Liability and Umbrella/Excess Liability policies shall include a "Separation of Insureds" or "Cross-Liability" provision, stating that the insurance applies separately to each insured against whom a claim is made or suit is brought, as though each were the only insured, except with respect to the limits of insurance. All insurers must be rated A- VIII or better by A.M. Best and authorized to do business in the applicable jurisdiction. All Umbrella/Excess Liability coverage shall follow form to the underlying policies without additional exclusions. Vendor shall provide Company at least thirty (30) days' prior written notice of cancellation or material modification (ten (10) days for nonpayment) of the insurance required in this Section 8.0. Vendor shall provide Company with notice of nonrenewal at least thirty (30) days prior to policy expiration, and in any event Vendor shall notify Company within five (5) business days after Vendor receives notice of any cancellation or material modification of any required policy. Vendor shall furnish Company certificates of insurance evidencing the required coverage prior to shipment of any Goods and upon each renewal or replacement of any required policy. Such certificates shall attach copies of all required endorsements and waivers of subrogation required hereunder, if requested by Company. Failure to maintain the insurance coverage required in this Section 8.0 shall constitute a material breach and default of this Agreement. Upon request by Company, Vendor shall provide complete copies of the required policies and endorsements (redacted for pricing/unrelated insureds) to confirm maintenance of insurance.

9.0 INDEMNITY; LIMITATION OF LIABILITY

9.1. To the greatest extent permitted by Applicable Law, Vendor agrees to defend (with counsel reasonably acceptable to Company), indemnify and hold harmless Company Group from and against any and all Claims, whether actual or alleged, to the extent arising from or relating to: (a) damage to any property or injury to or death of any person (including, but not limited to, any member of Vendor Group) to the extent caused by the negligent acts or omissions, recklessness, willful misconduct or strict liability of any member of Vendor Group; (b) any negligent acts or omissions, recklessness, willful misconduct or strict liability of any member of Vendor Group in connection with the supply and sale of the Goods; (c) any violation or alleged violation of Applicable Law by any member of Vendor Group in connection with the supply and sale of the Goods; (d) any breach of this Agreement by any member of Vendor Group; (e) any Claim by any member of Vendor Group that such Person is an employee or joint employee of any member of Company Group, or any determination that a relationship, other than that of independent contractor, exists between any member of Company Group, on the one hand, and any member of Vendor Group, on the other hand, or any other employment-based complaint or grievance by any member of Vendor Group; and/or (f) intellectual property rights violations or infringements pertaining to the Goods. Vendor's defense, indemnity and hold harmless obligations under this Section 9.0 shall be independent of, and shall not be limited by, any insurance maintained by any member of Company Group. If any portion of this Section 9.0 is determined to be unenforceable under Applicable Law, such portion shall be deemed modified so as to reflect the Parties' intent to allocate risk to Vendor to the greatest extent permitted by Applicable Law.

9.2. Vendor's duty to defend shall arise upon written tender of a Claim by Company or any other Person entitled to indemnification under this Section 9.0 (each, an "**Indemnified Person**") and shall be separate from and in addition to the duty to indemnify. The written consent of each Indemnified Person shall be required for any settlement that (i) does not fully and unconditionally release such Indemnified Person from all liability, (ii) admits liability, fault or wrongdoing on the part of such Indemnified Person, (iii) imposes any injunctive relief or other non-monetary obligation or restriction on such Indemnified Person, or (iv) requires any payment by such Indemnified Person that is not fully funded by Vendor. Any Indemnified Person may participate in the defense with counsel of its choice at its own expense. If Vendor fails to assume the defense of any Claim that it is obligated to defend under this Section 9.0 within ten (10) business days after written tender, or thereafter fails to diligently conduct such defense, the Indemnified Person may defend against such Claim with counsel of its choice and may settle such Claim in good faith without Vendor's consent; Vendor shall remain bound by its indemnity obligations with respect to any such settlement,

and Vendor shall reimburse the Indemnified Person's reasonable defense costs within thirty (30) days after receipt of an invoice therefor.

9.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST BUSINESS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ANY CLAIM FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS GIVING RISE TO THE DAMAGES CLAIM. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT BETWEEN THE PARTIES AND THAT, IN THEIR ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9.3 SHALL NOT APPLY TO VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR TO VENDOR'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9.3, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

10.0 ASSIGNMENTS

Vendor shall not assign or delegate this Agreement (or any portion hereof) without the prior written consent of Company, which may be given or withheld in Company's sole discretion. Vendor shall not utilize any subcontractor in supplying and selling the Goods ordered under this Agreement without the prior written consent of Company, which may be given or withheld in Company's sole discretion. If and to the extent a subcontractor is approved by Company, Vendor shall require the subcontractor to be bound by the terms and conditions of this Agreement. Notwithstanding Company's consent and approval, no subcontract or similar arrangement shall relieve Vendor from its obligations or liabilities under this Agreement and Vendor shall be responsible for the acts, defaults and omissions of Vendor's subcontractors, agents and servants as fully as if they were the acts, defaults and omissions of Vendor.

11.0 CONFIDENTIAL INFORMATION

11.1. All information obtained by Vendor in its performance under this Agreement shall be considered confidential and shall not be divulged by Vendor or any member of Vendor Group to any Person other than Vendor's designated representatives on a need-to-know basis for purposes of its performance under this Agreement.

11.2. This Section 11.2 is provided as notice under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b). Notwithstanding Vendor's confidentiality obligations set forth above, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Vendor shall provide the foregoing notice to any of its employees, contractors and consultants who are or may be engaged in the supply and sale of the Goods.

11.3. Vendor shall not use the trade name, trademarks, brands, or company logo of Company or any other member of Company Group in any form of publicity or release. Vendor shall not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of Company, which may be granted or withheld in Company's sole discretion.

12.0 NOTICES AND PLACE OF PAYMENT

All notices, requests, demands, consents, approvals, waivers and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be in writing and shall be deemed duly given: (a) one (1) business day after deposit with a nationally recognized overnight courier, with tracking and delivery confirmation; (b) three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid; or (c) upon delivery, if delivered personally. Notices to Vendor shall be sent to its address set forth in the Purchase Order, or to such other address as Vendor may designate by Notice to Company in accordance with this Section 12.0. Notices to Company shall be sent to 9302 Garfield Avenue, South Gate, CA 90280, Attn: Legal Department, or to such other address as Company may designate by Notice to Vendor in accordance with this Section 12.0. All sums payable hereunder to Vendor shall be payable at its address set forth in the Purchase Order, or to such other address as Vendor may designate by Notice to Company in accordance with this Section 12.0.

13.0 SURVIVAL

Termination or expiration of the Purchase Order or this Agreement shall not limit or affect any rights, obligations or liabilities that accrued prior to such termination or expiration, nor shall it relieve either Party of any obligation that, by its nature, is intended to survive. Without limiting the foregoing, all provisions that by their nature are intended to survive termination or expiration of the Purchase Order or this Agreement shall survive, including, without limitation, Sections 1.0 through 17.0, inclusive.

14.0 GOVERNING LAW

14.1. This Agreement shall be construed, governed, interpreted and enforced, and the relations between the Parties determined, in accordance with the laws of the State of California, without regard, however, to any choice-of-law or conflicts of laws provisions which would direct the application of the laws of another jurisdiction. THE PARTIES VOLUNTARILY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE ADJUDICATION OF THEIR LIABILITIES AND RESPONSIBILITIES UNDER THIS AGREEMENT.

14.2. If any action, reference or other proceeding be commenced (including an appeal thereof) to enforce any of the provisions of this Agreement or to enforce a judgment, whether or not such action is prosecuted to judgment, the unsuccessful Party therein shall pay all costs incurred by the prevailing Party therein, including reasonable attorneys' fees and costs, expert witness fees and costs, court costs and reimbursements for any other expenses incurred in connection therewith.

15.0 SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted such other provision as will most nearly accomplish the intent of the Parties to the extent permitted by Applicable Law.

16.0 NO THIRD-PARTY BENEFICIARIES

Except as set forth in Sections 8.0 and 9.0, nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

17.0 ENTIRE AGREEMENT; CONSTRUCTION

The Purchase Order, together with these General Terms and Conditions, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating hereto. This Agreement may not be amended, modified or supplemented, nor may any provision hereof be waived, except by a written instrument expressly stating that it is an amendment or waiver and executed by duly authorized representatives of both Parties. As used in this Agreement, the words "include" and "including," and variations thereof, shall be deemed to be followed by the words "without limitation." The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.