

PANELMATIC, INC. AND ITS SUBSIDIARIES

PURCHASE ORDER TERMS AND CONDITIONS

1. Commitment: (a) Panelmatic, Inc. and its subsidiaries ("Panelmatic") will buy the goods herein identified only in the quantities for which specific shipping dates are stated on the face of this order.

2. Releases, Shipment:

(a) Seller will ship goods both in quantities and at the times specified on the face of this order for delivery to and arrival on the applicable due date at the location designated on the face hereof or in Panelmatic's written instructions. All freight terms to Panelmatic will be DAP of Panelmatic locations.

(b) Panelmatic will have no liability in respect of any goods for which no shipping release or schedule has been given. Panelmatic may return to Seller, at Seller's risk, any or all goods which are delivered at the designated location (1) in a quantity which is either less or more than the specified quantity and/or (2) either before or after the specified time.

(c) Panelmatic may change both the quantities of and delivery times for goods previously scheduled for delivery hereunder, including temporary suspensions and postponements, by written notice to Seller at any time prior to shipment.

(d) If Seller fails or is unable to deliver any goods at the time herein specified, then unless such failure is due to a cause beyond Seller's control and without Seller's fault or negligence, Panelmatic may direct Seller to deliver such goods by the most expeditious method of transport, including air freight, and Seller will pay or reimburse to Panelmatic the full cost of such expeditious method of transport.

3. Production Approval:

(a) Seller must be in compliance with QS-9000 and ISO-9000 standards contained in the latest edition of Quality Systems Requirements QS-9000, or if Seller is not in compliance such standards, Seller will receive an email waiver of such standards from Panelmatic specifying the duration of the waiver, and Seller, upon demand of Panelmatic, shall provide Panelmatic with an action plan for meeting such standards.

(b) Before starting the fabrication of any goods (except sample parts or off the shelf parts), Seller must provide Panelmatic (1) sample parts and related data package, (2) process flow plan, and (3) process control plan. The foregoing requirements also apply to any goods which are to be made after any change therein or in any production equipment or process of Seller unless Panelmatic otherwise agrees in writing. If required, Seller, at its own expense, will fabricate from production tooling and furnish to Panelmatic the number of sample parts which Panelmatic specifies. Seller will inspect such samples before delivery to Panelmatic and certify its inspection results in accordance with Panelmatic's quality requirements and/or as otherwise specified by Panelmatic.

4. Receipt, Inspection:

(a) Panelmatic will have the right to inspect and test all goods delivered to the designated plant or other location designated by Panelmatic. Panelmatic may accept and retain, reject and/or revoke acceptance of any or all goods, as Panelmatic elects, which are delivered at the designated location (1) in a quantity which is either less or more than the authorized quantity, (2) either before or after the authorized time, or (3) in a condition or manner that fails to conform to any requirement of this order.

(b) Seller will pay to Panelmatic all handling, sorting, packing, transportation, and other expenses which Panelmatic incurs in connection with any goods returned pursuant to this paragraph 4 plus an amount equal to 10% thereof and, if Panelmatic elects to retain any goods not conforming to any requirement of this order, the costs, and expenses of correcting the non-conforming condition. For purposes of this paragraph 4, transportation costs in connection with goods returned to Seller will include the cost to transport to both the designated location and back to Seller's plant.

(c) If Seller fails to deliver any goods to the designated location at the time specified hereunder or delivers goods at any time in a condition that fails to conform to any requirement of this order and, as a result thereof, Panelmatic is unable to start or continue its production operations, then unless such failure is excused under paragraph 17, Seller will pay to Panelmatic an amount equal to \$55.00 per hour for each production employee who is unable to perform work as a result of such failure multiplied by the aggregate number of hours that all such employees are unable to perform work. Panelmatic will provide to Seller its calculation of such amount.

5. Changes:

(a) Panelmatic may direct Seller to make changes of any kind by written notice to Seller, including changes in (1) drawings, designs, and specifications, (2) physical composition and structure, (3) methods of packing and shipment, (4) quantities to be delivered, and (5) time and place for delivery.

(b) If, in Seller's reasonable opinion, any such change affects the time for performance, the cost of manufacture or the cost of furnishing the goods, Seller will give Panelmatic immediate written notice thereof and, within ten (10) days after Panelmatic's notice to Seller, submit to Panelmatic full information as to each such cost and the amount thereof. Thereafter, Panelmatic will make an equitable adjustment in the purchase price, delivery schedule, and any other provision of this order that may be required.

(c) Seller will not make any change in the design, physical composition or structure of the goods, any specifications applicable to the goods, or any process used to manufacture the goods, including any component thereof, that would materially affect the quality, fit, finish, or function of the part without Panelmatic's prior written approval.

6. Packing, Marking, Shipping:

(a) Seller will properly pack, mark, route and ship all goods and containers thereof in accordance with Panelmatic's shipping requirements. Seller will reimburse to Panelmatic all costs and expenses which Panelmatic incurs as a result of improper packing, routing, damage, or shipping.

(b) Seller will add to Seller's invoice for goods, as a separate item, any transportation charges paid by Seller and as to which Seller is entitled to reimbursement hereunder and send to Panelmatic the receipt for such charges attached to the invoice.

(c) Seller will make no additional charge for containers, crating, boxing, handling, damage, or storage without Panelmatic's prior written authorization unless otherwise specifically provided in this order.

7. Pricing, Taxes:

(a) The price for goods will be the amount shown on the face hereof and includes all charges related to preparation for and actual fabrication and delivery of the goods, except as otherwise expressly set forth herein or agreed in writing by Panelmatic and any taxes or duties imposed on Seller and required by law to be paid by Seller.

(b) The price herein specified for the goods will not exceed the price that Seller offers or has agreed on the date of shipment hereunder, to sell the same or like goods to another person on terms and conditions substantially similar to those set forth herein.

(c) Panelmatic is a manufacturer or producer of goods for resale in each state in which it engages in such operations and, therefore, is exempt from sales and use taxes in respect of goods procured for resale. Panelmatic will furnish to Seller any exemption certificate or other document required to exempt Panelmatic's purchase of goods hereunder from sales and use taxes.

(d) If Seller is required by law to collect any taxes or duties from Panelmatic, Seller will show each such item and the amount thereof separately on the applicable invoice.

8. Invoices, Payment:

(a) Seller will provide to Panelmatic at the location shown on the face of this order an invoice for each separate shipment. Each invoice will include all information required by other provisions of this order, including part number and purchase order number. Panelmatic may require the vendor to submit invoices via EDI or other electronic means at no additional cost to Panelmatic. Payment terms to Panelmatic will be Net 60.

(b) Panelmatic shall pay to Seller the purchase price and other charges shown in the applicable invoice in full and without reduction within the time for payment shown on the face hereof. Seller will not submit an invoice for goods before delivery at the designated location.

(c) The preceding paragraph notwithstanding, if Panelmatic disputes the amount or any other information set forth in any invoice, Panelmatic may deduct the amount in dispute, and additionally, Panelmatic may deduct from and set off against any amount due or to become due to Seller hereunder any amount which Seller owes to Panelmatic under this order or otherwise.

9. Bailed Property:

(a) Panelmatic will be and remain the exclusive owner of any personal property, however denominated, whether or not attached or otherwise affixed to any real property, which Panelmatic provides to Seller in connection with this order or the cost of which Panelmatic has paid to Seller.

(b) Seller will place and/or maintain on any property of Panelmatic in its possession the following labeling, "Property of Panelmatic" and will not use any such property for any purpose, except the fabrication and delivery of goods herein specified, without Panelmatic's prior written authorization; will not move any such property from Seller's premises without Panelmatic's prior written approval; and upon Panelmatic's request, immediately deliver such property to Panelmatic, DAP Panelmatic location, properly packed and marked in accordance with the requirements of the common carrier selected by Panelmatic.

(c) At its own expense, Seller will maintain all property of Panelmatic in its possession in proper working condition and order, make all repairs that may be required for this purpose, and replace any such property which wears out during the course of use or is destroyed. Seller will not make any modification or addition to such property without Panelmatic's prior written approval and all such modifications and additions, whether or not approved by Panelmatic, will automatically become the personal property of Panelmatic.

(d) Seller will bear the risk of loss of and/or damage to such property, while in Seller's custody, normal wear and tear excepted. Seller waives all rights of subrogation against Panelmatic in respect of any injury to or death of any of its employees, which arises in connection with any property of Panelmatic in its possession.

10. Plant Inspections: Seller will permit Panelmatic's agents and/or customers at Panelmatic's request to enter Seller's premises at reasonable times and after reasonable notice to inspect goods being fabricated, determine Seller's compliance with this order, including use and maintenance of Panelmatic's property, and inspect any books and records of Seller which are related to Seller's performance of this order.

11. Product Warranties, Indemnity:

(a) As to the goods covered by this order, Seller represents and warrants to Panelmatic, as of the time of delivery hereunder, that:

(1) Title to all such goods will pass to Panelmatic free and clear of all liens, claims, security interests or encumbrances.

(2) All such goods conform to all applicable drawings, specifications, samples and/or descriptions, whether furnished by Seller or Panelmatic, and will be merchantable and both suitable and usable by Panelmatic for the intended purpose. By delivery of the goods, the Seller acknowledges that it received all information necessary to make this determination.

(3) For a period of three (3) years following the delivery of such goods to Panelmatic, the goods shall be free from errors, omissions, faults and defects in design, workmanship, and materials.

(4) All such goods are new and of good quality and in conformity with the standards of Seller's industry.

(5) All such goods were produced in compliance with all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives and common law of all federal, state, local, administrative and other governmental bodies ("Applicable Laws").

(b) Seller represents that a warranty exists between the Seller and Panelmatic per the standard Panelmatic warranty provisions, the Seller's warranty if agreed to in writing, or other special warranty specified on the PO or other written document. Seller agrees that it has been given adequate information as to the location of use of the product and represents that it can and will warrant the product at this location.

(c) If Panelmatic gives notice of the failure of any of the goods (or any component thereof) to comply with any of Seller's warranties, Seller will promptly make the repair or replacement necessary to remedy the failure, with all expenses thereof, including the cost of supervision and labor for disassembly and reinstallation any transportation costs, to be borne solely by Seller. In addition, Seller will, at its own cost and expense, make such tests as Panelmatic may require demonstrating the effect of such reperformance, repair, replacement, or other corrective work on the goods.

(d) If Seller, after notice, fails to proceed immediately to remedy any failure to comply with any of the warranties set forth herein, Panelmatic may remedy such failure or deficiency or have such failure or deficiency remedied by a third party, and Seller will be liable for all costs expenses so incurred, plus 10% of such costs and expenses, and will reimburse Panelmatic therefor immediately upon its demand, or at Panelmatic's election, credit Panelmatic the original cost of the supplied defective goods plus the differential cost, if any, for an alternate product that resolves the defective condition. Compliance with or conformance to a quality assurance, quality control or similar program will not relieve Seller of its warranty obligations or performance guarantees hereunder.

(e) Seller will pay or reimburse to Panelmatic all costs and expenses which Panelmatic incurs in connection with any repair or replacement of any product which incorporates any goods delivered hereunder and which Panelmatic sells to any customer and as to which Panelmatic is required to repair or replace due to any failure of any such good (or any component thereof) to comply with any of the warranties hereunder or with any warranty made by Panelmatic with respect to such product.

(f) Seller will indemnify, defend (if requested by Panelmatic) and hold harmless Panelmatic, its customers, and the respective officers, directors, employees, representatives, agents, successors and assigns of each of them (the "Indemnified Persons") from and against any and all loss, damage, costs (including attorneys' fees, expert fees and expenses and court costs), or

liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character ("Claims") presented or brought against any Indemnified Person caused by, arising out of, or related to any defect in material or workmanship of any goods and/or in the design thereof, if Seller designed same, delivered hereunder that causes or contributes in any way to the death of or injury to any person and/or damage to or destruction of any property. In the event any third party gives Panelmatic notice of any such Claim against Panelmatic, Panelmatic shall (1) give Seller written notice thereof, (2) provide to Seller a copy of all documents received in connection therewith, and (3) cooperate with Seller, at Seller's expense, in the defense thereof (if Panelmatic requires Seller to defend the Claim, and in such event, Seller shall not compromise or settle any such Claim without Panelmatic's prior written consent). As used herein, "defect" includes the failure to affix safety warning to the goods and to provide adequate use instructions.

(g) Seller will pay any and all attorneys' fees, expenses and costs incurred by the Indemnified Person that relate to the enforcement of Seller's indemnity requirements and obligations under this paragraph

(h) Notwithstanding any language of limitation, exclusivity of remedy, or disclaimer appearing elsewhere in any document prepared by Seller related to the goods covered by this order, no such language, clause or section will operate to diminish the warranties or remedies provided for breach of the warranties contained in this paragraph 11.

12. Patents and Other Intellectual Property: Seller will indemnify, defend (if requested by Panelmatic) and hold harmless the Indemnified Persons against any Claim brought against any Indemnified Person to the extent based on any contention that the goods herein specified or any part thereof or any device or product resulting from use thereof constitutes an infringement of any patent or other intellectual property right of any person. In the event any third party gives Panelmatic notice of any such Claim against Panelmatic, Panelmatic shall (1) give Seller written notice thereof, (2) provide to Seller a copy of all documents received in connection therewith, and (3) cooperate with Seller, at Seller's expense, in the defense thereof (if Panelmatic requires Seller to defend the Claim, and in such event, Seller shall not compromise or settle any such Claim without Panelmatic's prior written consent). Seller will pay any and all attorneys' fees, expenses and costs incurred by the Indemnified Person that relate to the enforcement of Seller's indemnity requirements and obligations specified in this paragraph 12. Further, if any such goods, parts, devices or products is held to constitute an infringement and use thereof is enjoined, Seller, at its own expense and its option, will either procure for Panelmatic or its customer the right to continue using same, modify same to avoid infringement, replace same with a non-infringing article, or refund the full purchase price therefor and pay all costs which Panelmatic and/or its customer incurs in connection with receipt and return thereof.

13. Trademarks: The names and trademarks of each party and its affiliates will remain the sole and exclusive property of that party or its affiliate. A party will not use any name or trademark of the other party or any of its affiliates for any purpose whatever without the owner's prior written authorization.

14. Trade Secrets: All intellectual property, patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials which Panelmatic provides to Seller in connection with this order, whatever the form, whether printed, documentary, electronic media or otherwise, are confidential, will be deemed to contain trade secrets and will be and

remain the property of Panelmatic unless otherwise agreed in writing. Seller will hold all such property in confidence; will not use such property for any purpose, except the fabrication and delivery of goods hereunder; and will use all reasonable efforts not to disclose same to any third person, except suppliers of materials and services which Seller requires to perform its obligations hereunder and other authorized agents or representatives of Seller. Any material which Seller delivers to Panelmatic hereunder and may be copyrighted will be deemed a "work made for here" and all rights thereto will belong to Panelmatic. Upon Panelmatic's request, Seller will immediately deliver such property to Panelmatic, including any modification made by Seller, F.O.B. Seller's location, in accordance with reasonable instructions given by Panelmatic.

15. Termination:

(a) Panelmatic may terminate this order with respect to all or a portion of the goods covered by this order (the "Terminated Goods") at any time for its convenience by giving written notice to Seller, whether or not Seller is in default of any obligation hereunder and without regard to the existence of any cause or event specified in paragraph 17.

(b) In the event of such termination, unless Panelmatic otherwise directs, Seller will immediately terminate all work under this order with respect to the Terminated Goods and, additionally, (1) terminate all orders and subcontracts relating to the Terminated Goods; (2) transfer title and deliver to Panelmatic (i) all completed work which conforms to the requirements of this order and does not exceed the quantity authorized for shipment to Panelmatic, and (ii) all reasonable quantities (but not in excess of amounts authorized by Panelmatic) of any work in process and materials produced or acquired in respect of the performance of this order, which are of a type and quality suitable for producing goods which conform to the requirements of this order and which Seller cannot reasonably use in producing goods for itself or its other customers; (3) take all action necessary to protect property in Seller's possession in which Panelmatic has or may acquire an interest; (4) submit its termination claim to Panelmatic promptly but not later than ten (10) days from the effective date of termination; provided that, if Seller fails to submit its termination claim within such period, Panelmatic will determine that there is no amount due Seller with respect to the termination and such determination shall be final.

(c) The amount due to the Seller in the event of such termination shall be equal to the actual cost incurred by Seller, as of the date notice of termination is received, in producing the Terminated Goods, plus a reasonable percentage of such actual costs for overhead and profit, less (i) the market value of materials and equipment purchase to furnish the Terminated Goods and that have not been incorporated, as of the date of termination, into the Terminated Goods and that can be returned to the original supplier or used by Seller for other purposes, plus (ii) the salvage value of materials and equipment purchased to furnish the Terminated Goods and that have not been incorporated, as of the date of termination, into the Terminated Goods, and that cannot be returned to the original supplier or used by Seller for other purposes, plus the salvage value or the market value (whichever is greater) of the Terminated Goods (whether complete or incomplete), plus (iii) the total of payments, if any, made by Panelmatic for the Terminated Goods. In no event shall such termination payment exceed the unpaid balance of the purchase price applicable to the Terminated Goods.

(d) If a notice of termination is given prior to Seller's commencement of manufacturing of the Terminated Goods, Panelmatic will be liable to Seller only for administrative and engineering charges actually incurred by Seller before the date of the receipt of the termination notice.

(e) Panelmatic shall have access to Seller's premises and records prior or subsequent to making a termination payment, to verify charges supporting any termination claim.

(f) The provisions of this paragraph 15 shall not apply if Panelmatic cancels this order due to Seller's default.

16. Cancellation for Default: Panelmatic will have the right to cancel this order, without liability and without any obligation to make the payments specified in paragraph 15 in the event of termination by Panelmatic for convenience, if (1) Seller defaults in the performance of any material obligation under this order, unless such default is excused by a cause or event specified in paragraph 17, or (2) Seller ceases to conduct its operations in the normal course of business; Seller is unable to meet their obligations as they mature; any proceedings under the bankruptcy or insolvency laws is brought by or against Seller; a receiver for Seller is appointed or applied for; or Seller makes an assignment for the benefit of creditors.

17. Excusable Delays: Neither Seller nor Panelmatic will be deemed to be in default of any provision hereof for a delay in performance resulting from acts or events beyond the reasonable control of such party. Such acts and events will include but not be limited to acts of God or nature, governmental priorities, civil or military authority, fires, acts of a public enemy, civil disturbance, floods, war, epidemics, strikes, labor disputes that actually impede or slow down the delivery of the Equipment, other catastrophes, and other acts and events beyond the reasonable control of the Party claiming relief under this provision; provided, however, that such Party notifies the other Party immediately and in detail of the commencement and nature of such delay and the probable consequences thereof; and, provided further that such party uses its best efforts to minimize disruption and render performance in a timely manner.

18. Further Assurances:

(a) In performance of this order, Seller will comply with (i) Applicable Laws, including, without limitation, Executive Order No. 11246, the Federal Occupational Safety and Health Act of 1970, the Federal Hazardous Material Transportation Safety Act of 1994, and the Federal Toxic Substance Control Act, all as amended. Seller further assures Panelmatic that all goods and containers of goods delivered hereunder will conform to the requirements of such laws, orders, and regulations. Seller will promptly provide to Panelmatic any information, including material data safety sheets, which Seller is required to provide under any such law, executive order or regulation. This order will be deemed to incorporate by reference all provisions and clauses required by any provision of such laws, orders, and regulations.

(b) Seller will properly package and label any goods which are delivered hereunder and contain any substance which is deemed hazardous or toxic under applicable law. Seller also will provide to Panelmatic therewith (1) a written description of such substance, hazards associated with handling or use thereof, precautions to be exercised in connection therewith, including any

action to be avoided, and procedures for responding to emergencies likely to arise from improper handling or use thereof, and (2) any written materials required by law.

19. Arbitration:

(a) Panelmatic and Seller will seek to resolve any disputes concerning the interpretation or application of the provisions of this order by informal discussion. If not resolved to the satisfaction of any party, such party will either discontinue the dispute or submit it to arbitration in the Chattanooga Tennessee metropolitan area pursuant to the rules of the American Arbitration Association applicable to commercial matters.

(b) The arbitrator will have authority to hear and decide in the same proceeding all issues related to such dispute, including any counterclaims asserted by the other party, and award any damages and other relief provided under this order or by law, except punitive damages.

(c) Each party will pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator and charges for the hearing room. Except as provided in the preceding sentence, each party will bear any expenses it incurs in connection with the arbitration of a dispute.

(d) Nothing herein will limit the right of either party to name the other party as a third-party plaintiff or defendant in any pending lawsuit or other proceeding, including, without limitation, any Claim asserted by a third party against Panelmatic as to which Seller has agreed to indemnify Panelmatic therefrom, or to institute a lawsuit to obtain possession or prevent use of any of its property which is in the other party's possession or control

20. Insurance:

(a) Seller, at its expense, will procure and maintain in effect without interruption during the term of this Contract with insurance companies authorized to transact insurance in the state in which the Equipment is manufactured and will be delivered, policies of insurance providing, at a minimum, the coverages and limits specified, and will comply with the other requirements stated below:

(1) Commercial general liability insurance on an occurrence (not claims made) basis, in an amount not less than \$1,000,000 (one million dollars) for any one occurrence, including broad form contractual liability coverage, product liability and at least two years completed operations coverage, broad form property damage coverage, and severability of interest for each insured.

(2) Business automobile liability insurance covering any owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 (one million dollars) combined single limit for bodily injury and property damage for any one occurrence.

(3) Statutory workers' compensation covering the legal liability of Seller under the applicable worker compensation or occupational disease laws of the state or federal government for claims for personal injuries and death to Seller's employees in amounts required by statute. Seller will also have employer's liability insurance covering Seller in an amount not less than \$1,000,000 (one million dollars).

(4) Excess liability or umbrella liability insurance in an amount not less than \$4,000,000 (four million dollars) for any one occurrence. The excess liability or umbrella policy will be applicable to the general liability, automobile liability and employer's liability policies that are required.

(b) Seller hereby waives and relinquishes and agrees to require its insurer(s) to waive and relinquish any right of subrogation against Panelmatic it might possess for all policies of insurance required hereunder or under any state or federal workers' compensation or employers' liability act.

(c) Seller's insurance must be primary insurance with respect to the good covered by this order. Any insurance or self-insurance maintained by Panelmatic is in excess of Seller's insurance and will not contribute with it. Seller will be liable for the costs of repair or replacement of any equipment and property of Panelmatic or any third parties that is damaged by any act or omission of Seller, its employees, agents, representatives or contractors.

(d) Insurance is to be placed with insurers with an AM Best Credit Rating of no less than "A-" and an AM Best Financial Size Category of VII or larger or equivalent.

(e) Seller agrees to submit to Panelmatic, certificates of insurance evidencing the coverage prescribed by this order and certifying the amount and nature of such coverage, the expiration date(s) of each applicable policy, and that such policies have been endorsed as required by this order. Seller will furnish to Panelmatic such additional information concerning its insurance coverage as Panelmatic may reasonably request. In no event, however, will Panelmatic's collection and review of such certificates (or decision not to collect and review such certificates) create any responsibility on the part of Panelmatic to verify the appropriateness and validity of Seller's insurance, to notify Seller with regard to any matter related to its insurance, or to ensure that the insurance requirements above have been satisfied; nor does such collection and retention create a waiver by Panelmatic of any of their rights in connection with such insurance.

(f) The provisions requiring Seller to carry insurance will not be construed as waiving, restricting, or limiting the liability of Seller as to any obligations imposed hereunder, whether or not the same are covered by insurance. It is the intent of the parties that, to the extent there is in force insurance coverage available to cover the legal and contractually assumed liability of Seller, any payments due therefor will be made first from the proceeds of such policy or policies to the extent of coverage limits.

21. Limitation: Any claim of right against Panelmatic under this order must be submitted to arbitration within one year after (i) the dispute arose or (ii) the expiration or earlier termination of this order, whichever event first occurs, except as otherwise expressly provided herein.

22. Applicable Law: This order and any dispute among the parties related to this order will be governed by the laws of Tennessee to the extent not preempted by federal law.

23. Remedies: The remedies herein specified are in addition to, and not in limitation of, any other remedies available to Panelmatic at law or in equity.

24. Transfer: Seller may not assign or transfer any right or obligation hereunder, including the right to money, without Panelmatic's prior written approval. Any such assignment or transfer made without Panelmatic's prior approval, whether by operation of law or otherwise, will be void and have no force or effect.

25. Integration: This order, including each exhibit and attachment hereto and any documents and instructions which Panelmatic is required to give or gives to Seller as herein provided, sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings, oral or written, between the parties. This agreement may be amended only by a written document signed by Panelmatic and Seller with intent to modify this agreement. Seller affirms that, in entering into this agreement, Seller is not relying on any representation or other assurance by Panelmatic, which is not expressly contained in this order.

26. Service Parts: For a period of ten years after the expiration or termination of this order, Seller will make and sell to Panelmatic the goods herein specified and parts thereof for service and replacement purposes.

27. Interpretation: The terms set forth herein will govern where any conflict exists between such terms and any provision of any and all pricing, specifications, drawings, and other documents transmitted by Seller to Panelmatic, and any terms or conditions stated by Seller in such documents will not be binding on Panelmatic unless separately and expressly accepted in writing by Panelmatic. Any preprinted or boilerplate terms and conditions in Seller's acknowledgement, invoice, delivery form or other document are hereby deleted and declared null and void.

28. Survival of Indemnification Obligations: Seller's indemnification obligations hereunder will survive the cancellation, termination, completion, or expiration of any agreement between Seller and Panelmatic concerning the goods to which this order relates.