

**GENERAL PURCHASING TERMS FOR
JAEGER UNITEK SEALING SOLUTIONS INC.
(Version 05/2019)**

I. Scope of application

1. These General Purchasing Terms are applicable to and incorporated by reference into any order for goods or services from Jaeger-Unitek Sealing Solutions, Inc. (the "Buyer"). Any order with the party to whom the order is addressed (the "Seller") incorporates by reference all terms of the Uniform Commercial Code in effect in the State of Indiana (the "UCC") providing any protection to Buyer, including, but not limited to, all warranty protection (express or implied) and all of Buyer's remedies under the UCC. General Sales Conditions of the Seller will only be considered part of this contract if Buyer has agreed to them expressly in writing or in text form.
2. Legal declarations and notifications from the Seller related to the contract (such as those establishing deadlines, providing warnings, terminations) must be submitted in writing or text form (such as by letter, e-mail, fax). Legal formal regulations and further certifications, in particular if there is doubt regarding the legitimation of the declaring party, remain unaffected. The order(s) and these General Purchasing Terms will constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof. The failure of either party to enforce any of its rights hereunder will not constitute a waiver of such rights or of any other rights hereunder.

II. Offer, order, and contract confirmation

1. Offers prepared for Buyer by the Seller must be free of charge and non-binding.
2. Orders and contract confirmations are only legally binding if they are made in writing or text form. The Seller must inform Buyer of any obvious errors before acceptance (such as calculation errors or spelling and capitalization errors) or missing information in the order or order documents so that these can be corrected or completed; otherwise the contract will not be considered concluded. Oral agreements, in particular accepting an offer and/or making other commitments by Buyer's employees, are not legally binding. Any order not rejected by Seller in writing within 14 calendar days, or in respect of which Seller has shipped goods, will be deemed accepted.
3. Documents associated with or referenced in the offer and contract confirmation, such as drawings, images, technical data, references to standards, and advertising statements are incorporated into these General Purchasing Terms by this reference. It makes no difference whether such information comes from Buyer, from the Seller, or from the manufacturer.
4. Deviations by Seller between the delivered object and offers, contract confirmations, samples, and preliminary deliveries are only permitted following approval from Buyer in writing or text form. No terms stated by Seller in its proposal or in accepting or acknowledging any order will be binding or constitute any part of an agreement of purchase and sale; and Seller is hereby notified of Buyer's objection to and rejection of any additional or different terms in Seller's quotation, acknowledgement, invoice or other forms, including any term attempting to limit or disclaim Buyer's remedies or warranty protection under the UCC.

III. Prices and Payment Conditions

1. All agreed prices are complete and will not include additional charges, such as freight, packaging, taxes, excises and ancillary costs, unless otherwise agreed in writing or text form.
2. Buyer pays all invoices received between the 1st and 15th of each month on the 30th of the respective month, and pays all invoices received between the 16th and 30th of each month on the 15th of the following month, in each case minus a 3% discount. Individual contractual payment conditions will apply only if they have been agreed upon and are more advantageous for Buyer.
3. Payment and discount terms will begin from the receipt of accurate invoice, but not before the delivery or service has been completed in full by the Seller. If documentation such as technical drawings, testing protocols, quality, and material test reports or similar documents are part of the Seller's scope of services, the delivery or service will not be considered complete until such documentation is submitted.
4. Payments will be made by bank transfer. Payments are considered on time if transfers are submitted to the bank by the due date. Buyer is not responsible for delays caused by any banks involved in the payment transaction. Payments do not serve as a recognition that the delivery or service fulfilled contractual requirements.
5. All claims for monies due or to become due from Buyer will be subject to deduction for any setoff or recoupment arising out of any order with Seller. Discounts may be granted in case of setoff or recoupment. Buyer is in particular entitled to withhold payments due if Buyer still has claims against the Seller because its services were incomplete or defective. The Seller shall only have a right of setoff or recoupment based on counterclaims that have been established in a court of law or that are uncontested.

6. Buyer will not be liable for any interest on past-due amounts.

IV. Delivery conditions and packaging

1. If not otherwise agreed in writing or text form, the Seller shall bear the risk of accidental destruction or deterioration in accordance with Incoterms *Ex Works* (2010 version ICC) until the transfer of risk for all deliveries.
2. Acceptance of goods will not occur before the earliest of Buyer's final inspection of such goods or, if goods are an integral part or component of a system, after a reasonable time to inspect the final system.
3. Partial deliveries may only be made with Buyer's prior approval in writing or text form.
4. Whenever reasonable, Buyer can request changes to the manufacturing process, drawings, specifications, and/or packaging and shipping agreements from the Seller at any time. Buyer will come to an agreement with the Seller regarding any additional costs incurred due to these changes in the individual case. Any claim for adjustment under this paragraph must be asserted within 30 days from the date of receipt by Seller of the notification of change. Nothing in this paragraph will excuse Seller from proceeding with the contract as changed.
5. The Seller shall ensure delivery of replacement parts for 10 years after the end of series/model product delivery, unless it is required to provide Buyer with all information and documentation related to the manufacturing of goods according to the individual contractual agreement. The replacement part price can be adjusted by Buyer or the Seller upon mutual agreement after discontinuation of series/model production.
6. The Seller is obligated to obtain all documents, confirmations, or certifications required under applicable customs regulations or other legal regulations, in particular to drawback of customs duty, proof of origin, and all other information related to the commercial or origin of the goods and materials with respect to preferential treatment at its own cost, to review these to ensure they are correct, and to submit them to Buyer.
7. Buyer reserves the right to issue binding specifications on the type of packaging used. In general, the Seller is obligated to use environmentally-friendly and less expensive packaging in comparison to other options typically used on the market for its deliveries. Any packaging already damaged before use may not be used.

V. Title

1. Seller warrants full and unrestricted title to Buyer for the goods and services furnished by Seller, free and clear of any and all liens, restrictions, reservations, security interests or encumbrances. Seller, for itself and all of its contractors and suppliers of any tier, waives all rights of lien against Buyer's property and premises for labor performed or for goods furnished. Title will pass to Buyer upon delivery of the goods to Buyer. However, if in an individual case Buyer accepts a conditional offer from the Seller to transfer title upon payment of the purchase price, title will pass to Buyer at the latest at the earlier of when the purchase price is paid for delivered goods and when Buyer re-sells the goods in the normal course of business.
2. If the Seller processes, mixes, or combines (further processes) objects provided by Buyer, such work will be considered completed on Buyer's behalf. The same applies to resale of the delivered goods by Buyer, so that Buyer is considered the manufacturer and obtain title of the product at the latest upon further processing of the goods.

VI. Delayed deliveries

1. The agreed delivery deadlines are considered binding. Deliveries are agreed on time based on the date they are received by Buyer at Buyer's indicated receiving location, and the time at which the delivery is accepted is applicable when determining its timeliness. If the Seller becomes aware of any imminent delay in deliveries or services, it is obligated to inform Buyer of this promptly in writing or text form. Time is of the essence in connection with Seller's performance of its obligations.
2. Buyer is not obligated to accept goods delivered to Buyer before the delivery deadline.
3. The acceptance of late or defective deliveries will not be deemed a waiver of Buyer's right to cancel the applicable order or to refuse to accept further deliveries. Seller will notify Buyer of any delay and the reasons therefor. In such event, Seller will, upon Buyer's request, avoid such delay (or such portion thereof as Buyer requires) by appropriate methods, including (without limitation) incurring expenditures for overtime and expedited shipment by air or other means of expedited transport. Any costs incurred by Seller to avoid such delay will be borne by Seller.
4. Because Buyer's damages would be uncertain and difficult (if not impossible) to accurately estimate, in case of delayed deliveries, Buyer is entitled to charge liquidated damages equal to 0.5% of the contract value for each business day or partial business day of delay, up to a

maximum of 5% of the total contract value (gross). Buyer reserves the right to provide proof that damages incurred were higher.

5. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory, or threatened breach of any order by Seller with respect to Seller's delivery of goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary, and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

VII. Warranty

1. Goods delivered (whether paid for or not) are subject to Buyer's inspection, testing, and approval before acceptance and payment by Buyer. Seller expressly warrants that all articles, materials, goods and services will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be: of good quality, material, and workmanship; and merchantable; free from defects; and free and clear of any and all claims, liens, and encumbrances whatsoever. This warranty will survive any inspection, delivery, acceptance, or payment by Buyer.
2. All of Seller's warranties will be enforceable by Buyer, Buyer's customers, and any subsequent owner or operator of the goods purchased. Any inspection or acceptance of such goods will not be deemed to alter, waive, extinguish or otherwise affect the obligation of Seller or the rights of Buyer, Buyer's customers, or subsequent owners or operators under these warranties.
3. Buyer will inspect goods - if this is typically done in the normal course of business - to the reasonable and technically possible extent for quality and completeness, and in any case will complete random checks to ensure the correct goods are delivered, and to check for obvious defects and deviations in quantity. Defect notifications are considered submitted in a timely fashion if the Seller receives them within 90 days in writing / text or oral form. The deadline for notification of defects starts when Buyer - or Buyer's customers in case of drop shipments - discovers the defect.
4. Expenses related to inspection and supplementary performance shall be borne by the Seller, even if it is later determined that there were no actual defects. Buyer's liability for damage compensation in case of unjustified requests to correct defects remains unaffected; in this respect, Buyer is only liable if Buyer was aware, or was grossly negligent in not being aware, that there were no defects.
5. Buyer is entitled to withhold payments due if Buyer still has claims against the Seller because its services or goods were incomplete or defective. If the goods are not fully up to standard and not in compliance with Buyer's applicable specifications, the Seller will reimburse Buyer for all costs and damages resulting from delivery of the defective goods and will indemnify Buyer against all related claims. In particular, Buyer can reject the goods and return them to Seller or hold them at Seller's expense and risk or request reimbursement from the Seller for expenses - such as transportation, material, work, travel, packaging, and installation and removal costs - incurred by Seller or Buyer's customers in conjunction with the delivery of defective goods.
6. If the Seller does not fulfill its obligation to supplementary performance - at Buyer's discretion through correcting the defect (reworking) or delivering goods free from defects (replacement delivery) - within a reasonable grace period set by Buyer, Buyer can correct the defect itself in urgent cases - especially in case of an impending shutdown and request reimbursement from the Seller for necessary expenses or an appropriate advance payment. If supplementary fulfillment by the Seller has failed or is unreasonable for Buyer - for instance due to special urgency, a risk to operational safety, or impending unreasonable damages - Buyer is not required to provide a grace period. Buyer will inform the Seller of such circumstances promptly.
7. Buyer is in particular entitled to demand exactly the type of supplementary performance (reworking or replacement delivery) Buyer owes its purchasers in the individual instance. Buyer's supplier recourse claims shall also apply if Buyer or another entity has processed the defective goods, for instance by installing them in another product or attaching them to another product.
8. The remedies hereinabove afforded to Buyer will not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth. If Buyer rejects any goods, Buyer will then be relieved of any obligation related thereto, including, without limitation, any obligation to pay therefor and, in such event, Seller will immediately return any amount previously paid by Buyer in prepayment of the sales price for such goods and related services, if any. Without limiting the foregoing, in the event Buyer rejects any goods, Buyer will be entitled to require Seller to provide other goods that comply with the terms of the applicable order, including (without limitation) specifications for such goods and the delivery schedule stated in the applicable order. Without limiting the foregoing, Buyer may elect to accept defective goods, subject to an equitable reduction in price.

VIII. Product liability and insurance

1. Seller will indemnify, hold harmless and defend Buyer from all liability for loss, damage, expenses (such as attorneys' fees and expert witness fees), or injury to person or property in any manner arising out of or incident to any alleged defect in Seller's performance under these General Purchasing Terms, including without limitation in the goods or

services provided.

2. If Buyer is obligated to complete a recall, Buyer will promptly inform the Seller of the content and scope of measures to be taken if this is possible and reasonable. The Seller is obligated to reimburse Buyer for all costs and damages resulting from and in conjunction with the recall.
3. Seller is obligated to maintain at its sole expense insurance coverage customary in the industry and as otherwise required by law or reasonably requested by Buyer with such insurance carriers and in such amounts as are reasonably acceptable to Buyer. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of all of Buyer's property described in Section X below. All such insurance coverages shall name Buyer as loss payee and additional insured. Seller shall furnish to Buyer certificates of insurance setting forth the amount of coverage, policy number, and date(s) of expiration for insurance maintained by Seller and such certificates must provide that Buyer shall receive 30 days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages and will contain a waiver of subrogation in favor of Buyer. Such insurance coverages shall include, at a minimum, (i) Comprehensive General Liability including coverage for product liability in the minimum amount of \$5,000,000 in respect of claims for any losses, costs, and expenses arising from or relating to Seller providing the products under a purchase order and (ii) worker's compensation statutory coverage as required by the laws of any jurisdiction applicable to Seller.

IX. Quality management and documentation

1. Seller is obligated to observe and comply with state of the art technology, all applicable quality standards, agreed technical data, and statutory regulations, as well as other requirements affecting the development and manufacturing of goods. Seller represents and warrants that it has established a comprehensive quality management system according to the current certifications ISO 9001 and IATF 16949.
2. Buyer and its customers are entitled complete audits of the Seller or its sub-contractors. The dates and scopes of such audits will be mutually agreed upon. The Seller must grant auditors access to manufacturing and testing locations, as well as allow them to inspect relevant documents (such as quality instructions, controlling documents, test results, etc.). Commercially reasonable measures by the Seller or its sub-contractors to secure their own know-how shall be accepted.
3. The retention period for all quality-relevant documents and samples is 10 years after product discontinuation for series products and required replacement parts. If Seller is to be liquidated or is entering insolvency proceedings, which the Seller must notify Buyer of in a timely fashion, as well as if there is any other good cause, Buyer has a right to receive copies of all quality-relevant customer documents from the Seller. Any right of retention on behalf of the Seller is excluded. The Seller shall allow Buyer to review its retention obligations at any time. Upon request, the Seller must submit originals or copies of testing documents to Buyer promptly.
4. Our quality assurance agreement, which the Seller hereby agrees to by accepting any order from Buyer, and which is available in the download center of Buyer's website at <https://www.jaeger-unitek.com/en/download.php>, apply to all order and are hereby incorporated into these General Purchasing Terms.

X. Tooling, molds, and provided goods

1. Payment of compensation for tooling or mold costs shall be made after final completion and acceptance of the tooling or mold, approval of outturn samples by Buyer, and submission of all documents related to the tooling or mold, unless otherwise agreed in writing or text form. Buyer will not conclude individual contractual agreements on partial tooling or mold costs.
2. Upon payment of the agreed tooling or mold costs (compensation), ownership of the tooling or mold shall be transferred to Buyer without restriction or reservation. If the tooling or mold remains in the Seller's possession on loan after transfer of ownership in order to complete the agreed project, the Seller shall store the tooling or mold at Buyer's discretion at a location appropriate for the use and contractual purpose. Internal movements of the tooling or mold within Seller, or use of the tooling or mold by other third parties, is only permitted following Buyer's express prior approval in writing or in text form. Such tooling or molds will remain Buyer's property and will be held by Seller on a bailment at-will basis. Seller will bear the risk of loss and damage to such property and Seller, at its own expense, will keep such property insured for Buyer's benefit, naming Buyer as the loss payee and additional insured. Buyer has the right to request the Seller return the tooling or molds at any time.
3. The Seller is obligated to label the tooling or mold in a clearly visible location with the tooling number indicated in the associated tooling specification, as well as with Buyer's company name, so that the tooling or mold can be clearly identified as Buyer's property at all times.
4. The Seller must properly store, use, maintain, and service the tooling or mold at its own cost so as to ensure manufacturing of goods at least until the agreed output quantity is completed at all times, without restriction, and without error. If the tooling or mold become unusable following proper contractual use, Buyer will bear the costs of replacement. If this occurs before the agreed-upon useful life of the tooling or mold, the Seller shall bear these costs.
5. Following discontinuation of the series, the Seller must store the tooling or mold at its own cost for at least 5 years such that it is possible to re-initiate manufacturing at any time. The

tooling or mold may be scrapped or moved only following prior approval by Buyer in writing or text form.

6. During storage, the Seller shall insure the tooling or mold at its own cost and in full against loss and theft, as well as against damage and destruction, in particular due to lightning, water, and fire.
7. Goods provided by Buyer shall remain Buyer's property and must be stored and managed free of charge and carefully. The Seller is obligated to use the tooling or mold exclusively to produce goods ordered by Buyer. Such tooling and molds may only be used for Buyer's orders absent Buyer's agreement in writing. This also applies to the calculated transfer of order-related materials. If goods provided by Buyer are processed further or modified, Buyer will become the direct owner of the new or modified good.

XI. Termination

Buyer has an unrestricted right to immediately cancel and terminate any order and its agreement with Seller without cost or liability to Buyer if Seller breaches the terms of an order or these General Purchasing Terms, if Seller is otherwise unable to meet its obligations as they become due, or if, in Buyer's reasonable judgment, a force majeure event has occurred affecting the performance of either party. The acceptance of goods or performance after Seller's breach will not affect Buyer's right to cancel its additional obligations. In case of partial termination of an order that has not yet been completely fulfilled, the Seller remains obligated to fulfill the part of the order that has not yet been terminated.

XII. Sub-contractors

Seller shall act as an independent contractor and not as Buyer's agent or employee. Buyer's orders may only be assigned to sub-contractors or other third parties by the Seller with Buyer's prior approval in writing or text form. Violations of this requirement will entitle Buyer to terminate the respective agreement in whole or in part without providing notice, and/or to demand compensation for damages. The Seller shall also contractually obligate its sub-contractors to all of Seller's agreements with Buyer and all applicable statutory regulations. Upon request, the Seller must provide Buyer with proof that it has so contractually obligated its sub-contractors. All claims for monies due or to become due from Buyer will be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after such assignment by Seller.

XIII. Confidentiality

1. Buyer reserves ownership rights and copyrights to Buyer's confidential and proprietary information, such as documentation, drafts, drawings, specifications, and other relevant files and instructions. Buyer's confidential information will also include pricing and other terms of any order. This information may be used solely to the extent necessary to supply goods and services to Seller and may only be made accessible to third parties, or otherwise disclosed or published, with Buyer's prior approval in text form or writing. Confidential information belonging to Buyer must be returned to Buyer upon request and the portion of any of Buyer's confidential information embodied in documents prepared by Seller must be destroyed.
2. Seller agrees to safeguard the confidential and proprietary information of Buyer by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties.
3. Confidential information Buyer receives from the Seller may be duplicated by Buyer and provided to third parties within the framework of and in order to carry out the respective project, including necessary market inquiries, without the prior approval of the Seller.
4. The Seller hereby undertakes to not initiate or maintain any direct contact with Buyer's customers within the framework of the respective project agreed with Buyer, to not perform any services or exchange any information and documents for said customers, and to not deliver any products to said customers in conjunction with the respective project.
5. Seller will promptly notify Buyer if it has provided information to a government regarding any goods, tooling or equipment provided, including information provided to the U.S. government in accordance with the following reporting requirements of U.S. law: 49 CFR Part 573 (Defect and Noncompliance Reporting) and 49 CFR Part 579 (Reporting of Information and Communications about Potential Defects).

XIV. Intellectual property rights

1. Buyer retains unrestricted ownership, and authorization to dispose of, Buyer's intellectual property. Seller is not entitled to register Buyer's property rights or in any other way to use Buyer's intellectual property rights except as authorized by Buyer in writing.
2. Seller shall be liable for ensuring its contractual goods or other services do not infringe upon or misappropriate any third party rights, including without limitation any patents, copyrights, trade secrets, or trademarks. Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, expenses (such as attorneys' fees and expert witness fees), or injury to person or property in any manner arising out of or incident to any claims related to or arising from any such infringement or misappropriation. If the goods or any part are held to constitute infringement of the sale or use of the goods or parts are enjoined, regardless of whether such determination constitutes a final judgment, Seller shall, at its expense, (i) either procure for Buyer the right to sell and use the goods or part, (ii) replace the same with substantially equal but non-infringing goods, or (iii) if approved by Buyer in writing, remove said goods and refund the purchase price and the transportation and installation costs.

XV. Force majeure

1. In case of force majeure, the parties are released from Buyer's contractual duties of fulfillment as long as the relevant circumstances last. Delivery deadlines shall only be extended if the resulting obstacles can be proven to have a significant influence on the production or delivery of goods. The Seller must inform Buyer of such circumstances promptly. If it becomes unreasonable for Buyer to carry out the respective agreement due to such circumstances (e.g. delivery deadline exceeded by 30 days), Buyer can terminate the agreement without liability.
2. Notwithstanding the provisions of clause 1, and for the avoidance of doubt, Seller's performance will be excused only to the extent that the force majeure event is beyond its reasonable control and without its fault or negligence.

XVI. Hazardous Materials

Seller shall notify Buyer in writing upon receipt of any order if any goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or, when disposed of, to regulations governing hazardous wastes or to any other environmental or safety and health regulations. Seller shall furnish all appropriate shipping certification and instructions for shipping safety, handling, exposure and disposal in a form sufficiently clear for use by Buyer's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material.

XVII. Compliance with law; code of conduct; taxes

1. Seller agrees that the goods purchased from Seller and the performance of any work pursuant to these General Purchasing Terms are and will be in all respects subject to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, and ethical standards or other requirements of the municipal, state and federal government and all subdivisions thereof which now or may hereafter govern the manufacture, sale, delivery or provision of the parts, supplies, services, and goods purchased hereunder.
2. For services rendered by Seller, Seller accepts liability for payment of all payroll and social security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

XVIII. Indemnification

Seller shall indemnify and hold harmless Buyer and its affiliates (and its and their respective directors, officers employees and agents) from and against any and all claims, losses, expenses, including attorneys' fees arising, directly or indirectly from (i) Seller's breach of any provision hereof, including, without limitation, the warranties made herein, (ii) any negligent or wrongful act or omission of Supplier, its employees, consultants or subcontractors, or (iii) Buyer's use, or resale of the products or services supplied by Seller to Buyer in accordance with the terms of a purchase order where such claims, losses, litigation, judgments or awards against Buyer arise from any deficiency or defect in the product or service supplied by Seller, including any alleged breach of contract, warranty, negligence or other tortious conduct of Seller.

XIX. Limitation of damages

IN NO EVENT WILL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, UNDER THESE GENERAL PURCHASING TERMS. Moreover, in no event shall Buyer's or its affiliate's liability to Seller, if any, whether arising out of contract, tort (including negligence) strict liability or any other cause of or form of action whatsoever, exceed the purchase price of the products purchased under such purchase order.

XX. Jurisdiction, applicable law, costs and attorneys' fees; waiver of jury trial

1. These General Purchasing Terms and any order will be governed by and construed in accordance with the laws of the State of Indiana. The United Nations Convention on the International Sale of Goods is expressly excluded. Venue for any dispute arising out of these General Purchasing Terms, or the subject matter hereof, will be brought and maintained solely in the State of Indiana, St. Joseph or La Porte Counties, or federal courts located in the United States Federal District Court for the Northern District of Indiana, South Bend division, and each party submits to the exclusive jurisdiction of such courts.
2. If any litigation is brought to enforce, or arises out of, these General Purchasing Terms or any term, clause, or provision hereof, the prevailing party will be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof.
3. If any provision of these General Purchasing Terms is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.
4. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR THESE GENERAL PURCHASING TERMS.