

TERMS AND CONDITIONS OF SALE

1. **AGREEMENT.** Unless Whitmore Manufacturing, LLC or any of its subsidiaries ("Seller") has executed a separate formal written agreement with the entity ("Buyer") purchasing the goods and services (the "Products") identified in Buyer's purchase order ("PO"), these Terms and Conditions of Sale, together with Seller's price list and acknowledgement of each PO (the "Order Acknowledgement"), form the agreement under which Seller agrees to sell the Products to Buyer (this "Agreement"). Except for terms related to Product prices, quantity, specifications, delivery schedules, and locations that match or otherwise align with the Order Acknowledgement, any additional terms or conditions other than those stated herein, whether contained in Buyer's PO or otherwise, whether submitted contemporaneously or in the future, that purport to vary the terms and conditions of this Agreement are expressly rejected by Seller and will not be binding upon Seller unless signed by an officer of Seller. Seller's issuance of an Order Acknowledgement constitutes Seller's acceptance of Buyer's PO subject to the express conditions that Buyer assent to the terms of this Agreement, without variance, and Buyer will be deemed to have so assented unless Buyer notifies Seller to the contrary in writing within 10 days following receipt of the Order Acknowledgement.

2. **CHANGES; RETURNS.** Seller will consider Buyer's requests for changes to a PO; however, Seller may charge fees for changes involving Products (a) not stocked as a standard item; (b) not packed in standard cartons or packages; or (c) subject to special manufacturing or fabrications. POs with indefinite delivery dates may be accepted upon the understanding that Seller will have the right to fill the PO as it sees fit in the course of its manufacturing schedules and to hold the Products for Buyer's account at Buyer's expense and risk of loss pending receipt of definite shipping instructions and, where required, of governmental authorization. Products may be returned to Seller for credit only if permission for such return is granted by Seller in accordance with its return policy. Returns may be subject to restocking fees. Special orders (i.e., private label or special packaging) cannot be returned for a credit once the PO has been placed.

3. **PRICE.** The price of the Products is the price stated in the Order Acknowledgement. Unless otherwise specified in the Order Acknowledgement, the price includes all packaging costs. Seller reserves the right to increase any price in the event of increased costs beyond Seller's reasonable control.

4. **PAYMENT TERMS.** Unless different terms of payment are stated in the Order Acknowledgement, Buyer will pay in USD, without offset, all invoiced amounts within 30 days following the date of Seller's invoice. Seller may charge and collect interest at the rate of 1.5% per month or the maximum rate permitted by law for overdue amounts, whichever is less. Seller may, among other remedies in equity and at law, including the right of setoff, either terminate this Agreement or to suspend further deliveries in the event Buyer fails to make any payment when it is due. Seller reserves the right to require full or partial payment in advance based on Seller's opinion of Buyer's credit or financial condition. Except where otherwise prohibited by law, all applicable sales, excise, use or similar taxes or charges for the sale of Products will be in addition to the stated price and paid by Buyer. Buyer will be obligated to Seller for all costs and expenses (including reasonable attorney's fees and expenses and fees for collection agencies) incurred by Seller in collecting any amounts not timely paid by Buyer or in exercising any of its other rights hereunder.

5. **DELIVERY.** Seller will pack the Products in compliance with the Specifications and in a manner sufficient to ensure that the Products are delivered in undamaged condition. The terms of sale under this Agreement will be governed by Incoterms 2020. Seller's Order Acknowledgement will indicate the shipping terms (i.e., EXW, FOB, DAP). Delivery dates are estimated and are subject to change. Seller may make delivery in installments, each of which may be separately invoiced and paid as billed without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligation to accept remaining installments. Seller will use reasonable efforts to deliver Products on time, but will not be liable for any expenses or damages incurred as a result of late delivery. Any special freight charges on shipments will be as specified on the Order Acknowledgement or on the price list for the Products. In the event of any general increase in freight costs or any ruling or regulation affecting freight rates which results in increased freight costs, Seller may, at its option, increase the price for the Products to reflect such additional freight costs without advance notice. All Products are shipped in nonrefundable containers. Risk of loss to the Products will transfer to Buyer in accordance with Incoterm 2020. Title to the Products will transfer to Buyer simultaneously with the transfer of risk of loss.

6. **WARRANTIES.** Buyer acknowledges and agrees that the Products are subject to Seller's [Standard Limited Product Warranty](#), as updated from time to time by Seller (the "Limited Warranty"). EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE PERFORMANCE OF THE PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SELLER A PARTY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY BUYER RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **INSPECTION.** Seller will inspect the Products prior to shipment to confirm that they comply with the terms of this Agreement and the Product materials, qualities and components which comprise the Product, including, but not limited to, size, technical standards, storage requirements, quality standards, shelf-life and any other pertinent features of the Product (the "Specifications"). Buyer will have a period of 15 days to inspect the Products following physical receipt by Buyer ("Inspection Period") and either (a) approve and accept the Products as delivered; or (b) notify Seller of any nonconforming Products on or before the expiration of the Inspection Period, stating with specificity all nonconformities, and furnishing such other written documentation as may be reasonably required by Seller. If Buyer notifies Seller of defective Products, and Seller is able to validate that the Products were indeed defective, Buyer's exclusive remedy will be for Seller to replace the defective Products free of charge.

8. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer/vendor/business partner lists or identities, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written,

electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the purpose of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Buyer agrees that all formula and technical information relating to the Products are confidential and proprietary to Seller and that Buyer is purchasing the Products solely for use and consumption and not for analysis, reverse engineering resale or other distribution to third parties, all of which are strictly prohibited. Upon Seller's request, Buyer will promptly return all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section.

9. **COMPLIANCE WITH LAWS.** Buyer will comply with all applicable laws, regulations and ordinances governing the export/import and sale of the Products, including all applicable laws related to commerce, environmental, health and occupational safety, employment and labor, US, UK and other foreign bribery and corruption laws, anti-boycott measures, export/import control and economic sanctions and embargoes, international customs requirements and the local laws in countries of import. Buyer will maintain in effect all licenses, permissions, authorizations, consents and permits necessary to carry out its obligations under this Agreement, and Buyer will, upon request, furnish to the Seller certificates or other documents verifying the same. Unless otherwise agreed in writing, Buyer will be responsible for compliance with applicable statutory and regulatory requirements relating to chemicals during Buyer's import, shipping, storage, export, distribution, application and use of Products. If Buyer exports, re-exports, diverts, stores, transfers, distributes, applies, uses or imports the Products, Buyer assumes responsibility for obtaining any export/import authorizations and for complying with any required registration and/or disclosures relating to chemicals. Seller is not responsible for regulatory and other legal compliance with respect to goods made by Buyer which incorporate the Products or to any use of the Products by Buyer other than as covered by the Limited Warranty.

10. **END USE.** Buyer is solely responsible for determining the suitability of the use for the Products. Buyer agrees that Seller is not responsible for any loss, damage or injury to person or property arising out of Buyer's purchase, possession, or use of any Products supplied by Seller. Buyer will comply with the Specifications and all applicable laws relating to the use, storage and/or handling of the Products.

11. **INDEMNIFICATION.** Buyer will defend, indemnify and hold harmless Seller and Seller's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all third-party losses, damages, liabilities, claims, suits, costs and expenses, including reasonable attorney's fees, court costs, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, which may be brought against, suffered or incurred by Seller as a result of (a) Buyer's breach of this Agreement; (b) any personal injury (including death) and/or any property damage arising out of or connected with (i) utilizing, handling, storing, transporting, or other use or resale of the Products; and/or (ii) Buyer's acts or omissions (including recklessness or willful misconduct); and (c) Buyer's failure to comply with any applicable laws. Buyer will not enter into any settlement relating to the matters in this paragraph without Seller's prior written consent.

12. **LIMITATION OF LIABILITY.** EXCEPT FOR BUYER'S INDEMNIFICATION OBLIGATIONS OR FOR FRAUD, PERSONAL INJURY OR DEATH, IN NO EVENT WILL (A) EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT; AND (B) EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, DURING ANY 12-MONTH PERIOD EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. With the exception of payment and confidentiality obligations, neither party will be liable if its performance is delayed or made commercially impracticable due to any unforeseen circumstances or causes beyond such party's reasonable control (aka force majeure).

13. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, either before or after the acceptance of the Products, if Buyer has not performed or complied with any of this Agreement, in whole or in part or if the Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller's termination of this Agreement for any reason will not relieve or otherwise release Buyer from its obligation to pay Seller for any Products received by Buyer prior to termination.

14. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between Seller and Buyer and cannot be modified except by a new written contract signed by both parties. This Agreement will be governed and interpreted in accordance with the laws of the jurisdiction of the location of Seller's principal place of business or corporate headquarters without giving effect to any choice or conflict of law provision or rule. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PRODUCT WARRANTY OR THIS AGREEMENT. Any action against Seller for breach of contract or otherwise must be commenced within 1 year after the cause of action has accrued. Buyer will not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Buyer of any of its obligations hereunder. Waiver by a party of any provision hereof in one instance will not constitute a waiver as to any other instance. If any provision of this Agreement is unenforceable, the remaining provisions will remain in full effect. Buyer agrees that the purchase of Products from Seller serves as Buyer's agreement to comply with (a) Seller's [Corporate Brand Standards](#); and (b) the [Business Partner Code of Conduct](#). Provisions of this Agreement which by their nature should survive termination of this Agreement, will remain in force after any such termination, including, but not limited to, Sections 8, 9, 10, 11, 12, 13 and 14.

TERMS AND CONDITIONS OF PURCHASE

1. **AGREEMENT.** Unless Whitmore Manufacturing, LLC or any of its subsidiaries ("Buyer") has executed a separate formal written agreement with the entity ("Seller") supplying the goods and services (the "Products") identified in Buyer's purchase order ("PO"), these Terms and Conditions of Purchase, together with the PO, form the agreement under which Buyer agrees to purchase the Products from Seller (this "Agreement"). The list of Products to be purchased, including Product numbers; (b) the quantity of each of the Products ordered; (c) the unit price for each of the Products to be purchased (the "Price"); (d) the date quoted for delivery (the "Delivery Date"); (e) the location for delivery of the Products (the "Delivery Location") and (f) Buyer's billing address are made under the terms and conditions of this Agreement and supersede all prior quotations and agreements. Buyer's purchase of the Products from Seller is expressly conditioned upon Seller's acceptance of this Agreement, without variance. Terms or conditions other than those stated herein, whether contained in Seller's order acknowledgement, invoice, delivery ticket or other document, whether submitted contemporaneously or in the future, that purports to vary the terms and conditions of this Agreement are expressly rejected by Buyer and will not be binding upon Buyer unless signed by an officer of Buyer. All negotiations, proposals and representations of the subject matters covered herein are merged herein, and this writing constitutes the complete and exclusive statement of the same. Seller's fulfillment of the PO constitutes acceptance of this Agreement.

2. **CANCELLATIONS AND CHANGE ORDERS.** Buyer may cancel the PO at any time upon 10 days' advance written notice. If Buyer cancels the PO, Buyer will be responsible for any reasonable cancellation costs incurred by Seller through the effectiveness of the cancellation notice, which will be documented and provided to Buyer within 15 days of cancellation effectiveness. Buyer may at any time, by written instructions issued to Seller (each a "Change Order"), order changes to the Products. Seller will within 15 days' receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller will proceed with the change subject to the cost proposal and this Agreement.

3. **PRICE.** The Price of the Products is the price stated in the PO. If no Price is included in the PO, the Price will be the lowest of the price set out in Seller's published price list in force as of the date of the PO. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

4. **PAYMENT TERMS.** Seller will issue an invoice to Buyer on or any time after the completion of each delivery and only in accordance with this Agreement. Unless a different currency is stated in the PO, Buyer will pay Seller in USD. Buyer will pay all properly invoiced amounts due to Seller within the time frame stated in the PO, except for any amounts disputed by Buyer in good faith. If Seller offers a discount for timely or early payment, time will be computed from the later of the date of actual delivery or Buyer's receipt of a valid invoice, until Buyer's payment is transferred electronically or placed in post. The parties will seek to resolve any payment disputes expeditiously and in good faith. Each party will bear its corresponding taxes related to this Agreement, as applicable.

5. **DELIVERY.** The terms of sale under this Agreement will be governed by Incoterms 2020. Buyer's PO will indicate the shipping terms (i.e., EXW, FOB, DAP). Seller acknowledges that time is of the essence with respect to Seller's obligations under this Agreement and the timely delivery of the Products in the correct quantity on the Delivery Date. If any delivery is threatened to be delayed, Seller will promptly provide notice to Buyer's purchasing department of such delay or threatened delay. If Seller fails to deliver the Products in full on the Delivery Date, Buyer may terminate this Agreement. In the event of termination pursuant to this paragraph, Buyer will have the right, in addition to any other rights and remedies conferred by law or under this Agreement, to procure goods and/or services similar to those terminated, and Seller will be liable to Buyer for any excess costs for such similar goods and/or services. Seller will deliver all Products to the Delivery Location during Buyer's normal business hours or as otherwise instructed by Buyer. Seller will pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material will be made at Seller's risk of loss and expense. For all shipments of Products, the PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO. Palletized Products will be identified by marking on each side of the pallet. Risk of loss to the Products will transfer to Buyer in accordance with Incoterm 2020. Title to the Products will transfer to Buyer simultaneously with the transfer of risk of loss.

6. **WARRANTIES.** Unless a longer period is established by Seller and provided to Buyer with the Products, Seller warrants to Buyer that for a period of 1 year from the later of the Delivery Date or the date the Products are placed in use, but in no event later than 2 years from the Delivery Date, all Products will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer, if any; (c) be free and clear of all liens, security interests or other encumbrances; and (d) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Products by Buyer. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products with the foregoing warranties. If Buyer notifies Seller of defective Products, Buyer will hold any such Products for Seller's disposition at Seller's expense and risk of loss, and Seller will, at Seller's cost and expense, promptly replace or repair the defective Products and pay for all related expenses, including, but not limited to, transportation charges for the Products' return to Seller and the delivery of repaired or replacement Products to Buyer. If Seller fails to timely deliver repaired or replacement Products, Buyer may replace them with goods from a third party and charge Seller the cost thereof. Seller warrants that (a) Seller has the required skill, experience and qualifications to perform the services; (b) Seller will perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (c) Seller will devote sufficient resources to ensure that the services are performed in a timely and reliable manner. If Seller is unable to perform the services as warranted, Seller will reimburse Buyer any fees paid to Seller for the unsatisfactory services.

7. **INSPECTION AND REJECTION OF NONCONFORMING PRODUCTS.** Buyer has the right to inspect all or a sample of the Products on or after physical receipt thereof, and may reject all or any portion of the Products reasonably determined to be nonconforming. If Buyer rejects any Products, Buyer may, upon written notice to Seller, (a) rescind this Agreement in its entirety; (b) accept the Products at a reasonably reduced Price; or (c) require repaired or replacement Products pursuant to Section 6. Any inspection or other action by Buyer under this Section will not affect Seller's obligations under the Agreement, and Buyer has the right to conduct further inspections after completion of remedial actions. If Buyer accepts Products at quantities different from the quantity ordered, the Price will be adjusted on a pro-rata basis.

8. **CONFIDENTIAL INFORMATION.** The PO, as well as all non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer/vendor/business partner lists or identities, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for the purpose of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller will promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section.

9. **COMPLIANCE WITH LAWS.** Seller will comply with all applicable laws, regulations and ordinances governing the export/import and sale of the Products (including any services), including all applicable laws related to commerce, environmental, health and occupational safety, employment and labor, US, UK and other foreign bribery and corruption laws, anti-boycott measures, export/import control and economic sanctions and embargoes, international customs requirements and the local laws in countries of import. Seller will maintain in effect all licenses, permissions, authorizations, consents and permits necessary to carry out its obligations under this Agreement, and Seller will, upon request, furnish to the Buyer certificates or other documents verifying the same. Seller assumes all responsibility for shipments of Products requiring any government import clearance.

10. **INDEMNIFICATION.** Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all third-party losses, damages, liabilities, claims, suits, costs and expenses, including reasonable attorney's fees, court costs, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, which may be brought against, suffered or incurred by Buyer as a result of (a) Seller's breach of this Agreement; (b) any personal injury (including death) and/or any property damage arising out of or connected with (i) the Products purchased from Seller; and/or (ii) Seller's acts or omissions (including recklessness or willful misconduct); (c) Seller's failure to comply with any applicable laws; and (d) any claim that Indemnitees' use or possession of the Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller will not enter into any settlement relating to the matters in this paragraph without Buyer's prior written consent.

11. **LIMITATION OF LIABILITY.** EXCEPT FOR SELLER'S INDEMNIFICATION OBLIGATIONS OR FOR FRAUD, PERSONAL INJURY OR DEATH, IN NO EVENT WILL (A) EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT; AND (B) EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, DURING ANY 12-MONTH PERIOD EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. With the exception of payment and confidentiality obligations, neither party will be liable if its performance is delayed or made commercially impracticable due to any unforeseen circumstances or causes beyond such party's reasonable control (aka force majeure).

12. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Products, if Seller has not performed or complied with any of this Agreement, in whole or in part or if the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Products received by Buyer prior to termination.

13. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between Buyer and Seller and cannot be modified except by a new written contract signed by both parties. This Agreement will be governed and interpreted in accordance with the laws of the jurisdiction of the location of Buyer's principal place of business or corporate headquarters without giving effect to any choice or conflict of law provision or rule. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PRODUCT WARRANTY OR THIS AGREEMENT. Any action against Buyer for breach of contract or otherwise must be commenced within 1 year after the cause of action has accrued. Seller will not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Seller of any of its obligations hereunder. Waiver by a party of any provision hereof in one instance will not constitute a waiver as to any other instance. If any provision of this Agreement is unenforceable, the remaining provisions will remain in full effect. Seller agrees that fulfillment of Buyer's PO serves as Buyer's agreement to comply with Buyer's [Business Partner Code of Conduct](#). Provisions of this Agreement which by their nature should survive termination of this Agreement, will remain in force after any such termination including, but not limited to, Sections 8, 9, 10, 11, 12 and 13.