

TERMS AND CONDITIONS OF PURCHASE

Purchaser: RAYONIER PERFORMANCE FIBERS, LLC
Signature: _____
Print Name: _____
Title: _____
Date Signed: _____
Effective Date: _____

Seller: _____
Signature: _____
Print Name: _____
Title: _____
Date Signed: _____
Termination Date: _____

1. **AGREEMENT.** Written acknowledgment of these Terms and Conditions of Purchase, together with any purchase or change order of Purchaser to which these Terms and Conditions of Purchase are attached or apply (collectively, this "Agreement") or commencement of performance by Seller, whichever occurs first, constitutes complete acceptance of and agreement with all terms and conditions contained herein by Seller, and constitutes Seller's acceptance that this Agreement shall prevail over any other terms and conditions contained in any other agreement or understanding with Purchaser. As used herein, the terms "Seller" and "Purchaser" shall mean the parties identified as such on the Agreement documentation to which these Terms and Conditions are attached or apply. There are no understandings, express or implied, which are not expressly set forth herein, and this Agreement shall not be modified, varied or supplemented by any course of dealing, performance, conduct, usage of the trade or otherwise, except by a written amendment signed by both Purchaser and Seller. The issuance of a purchase/change order by Purchaser does not constitute an acceptance by Purchaser of the terms and conditions of any offer to sell, any quotation or any proposal received from Seller. Only Purchaser's signed consent will bind it to any terms transmitted in any form by Seller. Reference in a purchase/change order to any such offer to sell, quotation or proposal shall in no way constitute a modification of this Agreement. AN ATTEMPTED ACKNOWLEDGEMENT OF A PURCHASE/CHANGE ORDER OR OTHER DOCUMENTS CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THOSE SET FORTH IN THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES BE BINDING UPON PURCHASER UNLESS SPECIFICALLY ACCEPTED BY PURCHASER IN A WRITTEN PURCHASE/CHANGE ORDER OR AN AMENDMENT SIGNED BY PURCHASER. PURCHASER HEREBY OBJECTS TO AND EXPRESSLY REJECTS ANY SUCH ADDITIONAL OR INCONSISTENT TERMS AND CONDITIONS. The signature of an employee of Purchaser on a document presented by Seller in connection with the delivery of any goods or services shall only constitute acknowledgement that such goods or services have been delivered and shall not constitute Purchaser's acceptance of any non-conformity therein or assent to any terms and conditions different from or in addition to those stated in this Agreement.
2. **SPECIFICATIONS AND CHANGES.** All specifications for goods or standards for services referenced in any purchase/change order by Purchaser are deemed to be incorporated into and made a part of this Agreement. Purchaser shall have the right by written purchase/change order to make changes from time to time in the services to be performed or goods to be furnished by Seller hereunder. If, upon Seller's notice, Purchaser determines that such changes cause a material increase or decrease in the cost of or time required for performance, an equitable adjustment shall be made and the purchase/change order shall be modified in writing accordingly. Any claim for adjustment must be asserted in writing within fifteen (15) days from the date the change is ordered; otherwise Seller waives and releases Purchaser from any claim it could make for an adjustment hereto in relation to such change. Nothing in this clause shall relieve Seller from proceeding without delay in performance of its obligations under this Agreement, as modified by such purchase/change order.
3. **PRICE.** Seller warrants to Purchaser that the prices charged for goods and services provided pursuant to this Agreement are no less favorable than those provided to any other customer of Seller who purchases substantially similar goods or services. In the event that, for any reason, the foregoing warranty ceases to be true and accurate, Seller shall, by written notice to Purchaser, offer to amend this Agreement to provide to Purchaser the more favorable pricing provided to such other customer of

Seller, retroactive to the date such warranty ceased to be true and accurate. From time to time during the term of this Agreement, Purchaser shall have the right to advise Seller of the terms of a bona fide offer from another seller offering to sell Purchaser similar or substitute goods or services, as applicable, at a lower purchase price; if within fifteen (15) days of receipt by Seller of notice of said bona fide offer from Purchaser, Seller does not agree to meet said lower purchase price, then Purchaser shall have the right to terminate this Agreement as to some or all future purchases from Seller hereunder, effective immediately upon written notice to Seller and to purchase the affected quantities from such other seller.

4. **PACKING.** Seller shall be responsible for safe packing which must conform to requirements of carriers' tariffs and Laws (as hereinafter defined). Seller shall separately number all cases, packages, etc., showing corresponding numbers on invoices. An itemized packing slip, bearing the relevant project number, must be placed in each container. No extra charge shall be made for packaging or packaging materials unless expressly so provided in this Agreement. If Seller requires return of packaging materials, such return shall be at Seller's sole cost and expense.
5. **DELIVERY. TIME AND RATE OF DELIVERIES ARE OF THE ESSENCE.** Purchaser reserves the right to cancel this Agreement in whole or in part and reject goods or services upon default by Seller in time, rate or manner of delivery or performance, and refuse shipments of goods made in advance of or after any schedule of deliveries associated with this Agreement.
6. **INSPECTION AND ACCEPTANCE.** Purchaser shall have the right, but not the obligation, to inspect and test all supplies, equipment, materials, process and workmanship at all times and places, including during the period of manufacture and following delivery of goods or performance of services. Whether or not Purchaser inspects or tests goods, Seller shall not be relieved from any responsibility regarding defects (including, without limitation, latent defects) or other failures to meet the requirements of this Agreement, which may be subsequently discovered. Purchaser reserves the right to reject and receive full credit for any goods or services which are defective as to material, workmanship, quality, quantity or otherwise, or which are not in conformity with specifications, drawings or samples approved by Purchaser, regardless of whether the goods or services have previously been accepted or whether the defects substantially impair the value of such goods or services to Purchaser. Rejected goods or services shall not be resubmitted for acceptance without concurrent notice of their prior rejection. Seller will be notified of defective goods or material not in accordance with specifications, and such material will be returned to Seller, COLLECT. Seller may advise Purchaser of preferred routing for return of rejected material and whether or not the shipment should be protected by insurance or full declaration of value at time of acceptance of this Agreement. In the absence of such information from Seller regarding such shipments, Purchaser reserves the right to declare full valuation or insure (whichever is applicable) for the benefit and at expense of Seller.
7. **SPARE PARTS LISTING.** Any spare parts listings submitted as required by this Agreement must include, where applicable, Original Equipment Manufacturer part numbers.
8. **WARRANTIES/QUALITY.** In addition to all implied warranties established by Law, Seller hereby warrants and agrees that:
 - (a) The goods and/or services covered by this Agreement are free from defects in design, materials, workmanship, fabrication and operation, and that all goods and/or services delivered shall be of the quality, quantity, size, description and dimensions specified and shall be strictly in accordance with Purchaser's specifications, drawings and

approved sample, if any, and be of a merchantable quality and suitable for Purchaser's intended purpose and conform to all Laws. All goods delivered and materials provided or incorporated as part of services hereunder shall be new, and not reworked or refurbished. Seller acknowledges and agrees that Purchaser is relying upon Seller's skill and judgment to furnish goods and/or services suitable for Purchaser's intended purpose.

- (b) The use or sale of any goods or services delivered hereunder, or any part thereof, except goods or services produced solely to Purchaser's drawings or specifications, does not infringe any patent, trademark, or copyright or other intellectual property right, or violate any trade secret held by any third-party.
- (c) The foregoing warranties shall survive any inspection of, acceptance of, and/or payment for goods and performance of services hereunder, and the foregoing warranties shall run to the benefit of Purchaser and Purchaser's customers, as applicable.
- (d) In the event of a breach by Seller of any of the foregoing warranties, Purchaser shall have the right, exercisable in its sole discretion, to (i) return the non-conforming goods to Seller and receive from Seller a full refund of the purchase price, (ii) have such goods promptly and expeditiously repaired and/or replaced by Seller at no additional charge, (iii) have Seller re-perform the services until such services are completed in accordance with this Agreement, or (iv) have a third party correct defective services at Seller's sole cost and expense. The exercise by Seller of one or more remedies shall not be to the exclusion of any other remedy available to Seller hereunder, at Law or in equity, it being understood and agreed that all remedies available to Seller shall be cumulative and not exclusive.

9. TITLE/RISK OF LOSS.

- (a) Title to, and risk of loss of all goods provided by Seller hereunder shall remain in Seller until delivery and acceptance of goods at Purchaser's facility. Seller warrants that it has good title, that title to all materials incorporated into or affixed to Purchaser's premises or equipment shall pass to Purchaser free and clear of all liens, claims, encumbrances, security interests and other interests of any third party no later than delivery to Purchaser's facility or payment to Seller, whichever occurs first, and that such transfer is rightful.
- (b) Tools, dies, molds, and any other materials of any kind furnished by Purchaser to Seller or paid for by Purchaser and used by Seller for making Purchaser's parts, shall be the property of Purchaser, shall be used only in filling orders for Purchaser, shall be held at Seller's risk, shall be kept insured by Seller, while in its custody or control, in an amount equal to the replacement cost thereof with the loss payable to Purchaser, and upon notice to Seller, shall be subject to withdrawal at any time at no charge to Purchaser.

10. INDEMNITY. To the fullest extent of the Law, Seller shall at its own expense defend, indemnify and hold Purchaser, its agents and contractors, and its and their parents, affiliates, shareholders, officers, directors, employees and agents, harmless from and against all present and future claims, demands, proceedings, litigations, liabilities, demands, claims, expenses and costs (including, but not limited to, attorneys' fees, court costs, legal expenses, costs of investigation, fines and penalties) arising out of, resulting from, or in any way connected with any: (a) claimed or actual infringement or contributory infringement of any patent, copyright, trademark or any other intellectual property right, or violation of any trade secret by the goods or services, and use of the same, except that this indemnity shall not extend to infringement resulting solely from Seller's compliance with Purchaser's specific designs, processes or formulas; (b) personal injury to, sickness or death of any person, including, without limitation, employees of Seller, its agents and subcontractors, or damage to any property whatsoever (including, without limitation, damage caused by any release, spill or escape of pollutants or contaminants) arising out of or in connection with Seller's performance hereunder or the goods or services provided or performed by Seller, regardless of whether caused in part by the act or omission of such indemnified party; (c) labor, mechanic or materialmen liens, fees, commissions or other compensation claimed by any third party because of any goods, materials, services or work allegedly provided, performed or rendered to or for Purchaser in connection with this Agreement; and/or (d) breach by Seller of this Agreement. Notwithstanding anything to the contrary herein, Seller shall not be obligated to indemnify, hold harmless, insure or defend Purchaser or any other indemnitee herein against liability or claims for damages, losses or

expenses, including attorney fees, arising out of bodily injury to persons, death or damage to property caused by or resulting from the sole negligence of the indemnitee. Seller's obligations herein shall not be limited, waived or excused by the payment of any damages, benefits, expenses or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act or by the availability or unavailability of insurance. Seller's obligation to defend, indemnify and hold Purchaser and the other indemnitees harmless shall survive any acceptance, rejection or resale of goods, materials, equipment, or services.

11. INSURANCE. Seller and its subcontractors shall maintain in full force and effect, at their sole cost and expense: (a) Workers Compensation, as required by Law (U.S. only); and (b) Employers Liability Insurance with a minimum limit of \$1,000,000 per occurrence (U.S. only), (c) Commercial General Liability insurance in an amount not less than \$2,000,000 per occurrence, (d) if Seller will be entering upon Purchaser's property in connection with this Agreement, Automobile Liability Coverage in an amount not less than \$1,000,000 per accident for all bodily injury (including death) or property damage, (e) for professional services providers, professional liability insurance in an amount not less than \$1,000,000 per occurrence, and (f) such additional or increased insurance coverages (including, but not limited to, errors and omissions, pollution liability and/or umbrella insurance) in amounts and on such terms as may be required by notice from Purchaser from time to time, which such additional or increased insurance coverages shall be at Seller's cost and expense. Commercial General Liability coverage will include coverage for Products Liability (including complete operations), Contractual Liability and Personal Injury and Property Damage Liability. Seller shall be solely responsible for any deductible or self-insured retention under its insurance. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of Seller's indemnity obligations under this Agreement. All insurance policies shall be: (i) primary, and non-contributory; (ii) written on an occurrence basis, (iii) include a waiver of subrogation against Purchaser and its subsidiaries and affiliates, and (iv) issued by insurance companies reasonably acceptable to Purchaser and authorized to do business in the state where the services will be performed or the goods will be delivered. Purchaser and its subsidiaries and affiliates shall be named as additional insureds under General Liability and Automobile Liability policies. Prior to any entry by Seller or any of its employees, agents, contractors or subcontractors onto Purchaser's premises pursuant to the work under this Agreement and prior to otherwise commencing work under this Agreement, Seller shall furnish evidence of the required coverages by providing copies of a Certificate of Insurance confirming that the coverage is in force and that it will not be cancelled without thirty (30) days prior written notice to Purchaser of the proposed cancellation. Within ten (10) days of Purchaser's request, Seller shall provide Purchaser with a copy of applicable insurance policies.

12. CONFIDENTIAL RELATIONSHIP. In addition to and not in lieu of any other confidentiality agreement signed by Seller in connection with the work performed hereunder, Seller agrees to treat as confidential all information supplied by the Purchaser, and not in the public domain, in connection with this Agreement. Seller agrees to limit: (a) use of such information to the performance of this Agreement, and (b) disclosure of such information to only those of its employees necessary for the performance of this Agreement, unless prior written consent has been granted by Purchaser to permit other use or disclosure. Seller shall return such information, and all copies thereof, upon Purchaser's written request. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Purchaser or the fact that Seller has furnished or contracted to furnish goods or services required by this Agreement, or quote the opinion of any employees of Purchaser.

13. DEVELOPMENTS. Purchaser shall be and is the exclusive owner of all items created, designed, developed, or prepared by Seller for Purchaser under this Agreement (including, but not limited to, drawings, specifications, concepts, plans, studies, inventions, designs, discoveries, strategies, hardware, software, and computational data) as well as any and all component parts thereof and production materials pertaining thereto, and the work product of any and all services performed by Seller (collectively, the "Work Product"), together with all proprietary, intellectual, and other property rights to such Work Product, including, without limitation, all rights of copyright. All Work Product which is subject to copyright shall be created as a "work for hire" in which Purchaser shall hold all copyright from

its creation. Seller hereby fully and unconditionally transfers, assigns, and sets over to Purchaser all right, title, and interest in and to all of the Work Product, including, without limitation, patents, trademarks, service marks, trade names, trade secrets, mask works, or other proprietary or intellectual property rights contained therein or arising therefrom, including the copyright in any Work Product, or part thereof, which may be determined by any competent authority not to be a "work for hire". Seller agrees to execute and deliver to Purchaser any and all documents, instruments, or other items necessary to establish, perfect, maintain, and protect Purchaser's exclusive ownership of all right, title, and interest in and to all Work Product and proprietary rights therein.

14. DOCUMENTATION/FIRMWARE. Seller grants to Purchaser a nonexclusive, transferable, royalty-free license to: (a) use and reproduce for internal purposes only all drawings, manuals, and other documentation provided or associated with goods delivered or services performed under this Agreement, and (b) use firmware and any other computer program(s) permanently contained or otherwise embedded in goods delivered or services performed under this Agreement. Seller represents and warrants to Purchaser that it has the right to grant the licenses set forth in this Section 14.

15. SAFETY AND SECURITY RULES OF PURCHASER. Seller shall be responsible to Purchaser for all safety and security programs and precautions related to its scope of services or goods. At a minimum, Seller shall comply with Purchaser's safety and security rules at all times while performing work or services under this Agreement. Seller shall ensure that, at a minimum, all subcontractors and materialmen retained by Seller are aware of and comply with Purchaser's safety and security rules.

16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Seller warrants that in performance of this Agreement, it has complied with and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and other requirements of any governmental entity, including, but not by way of limitation, OSHA and Fair Labor Standards Act of 1938 as amended (29 USC § 201-219) (collectively "Laws").

17. LABELING. In compliance with Federal Law-Hazard Communication Standard (1910-1200), all purchased materials must be properly labeled and a Material Safety Data Sheet ("MSDS") must accompany all shipments. The label must include the identity of the components or ingredients, hazard warnings, and the name and address of the manufacturer or importer. The MSDS information must be specific to each chemical component with physical property, hazard, and toxicity data; handling, usage, spill, and emergency controls; and exposure information. The MSDS must also have the phone number of the manufacturer, importer, or other responsible party preparing the MSDS. (Reference 48FR53280 Nov. 25, 1983 – Sec. 1910-1200).

18. TERMINATION. Purchaser reserves the right to terminate this Agreement, in whole or in part, and delivery of all undelivered goods and unperformed services for any reason whatsoever at any time in its sole discretion by written or electronic notice without any liability of Purchaser to Seller, other than payment for any conforming goods and performed services accepted by Purchaser. Purchaser reserves the right to terminate this Agreement, in whole or in part, if Seller breaches any provision of this Agreement. In the event Purchaser terminates this Agreement in whole or in part because of any breach by Seller, Purchaser may procure, upon any such terms and in any such manner as Purchaser may deem appropriate, goods or services similar to those so terminated, and Seller shall be liable to Purchaser for any excess costs of such similar goods or services, provided that Seller shall continue the performance of a purchase/change order to the extent not terminated under the provisions of this section. Any wrongful termination by Purchaser for default shall be deemed a termination for convenience. Purchaser shall not be responsible for consequential, special, or exemplary damages should Purchaser terminate a purchase/change order. The rights and remedies of Purchaser provided in this Agreement, including, but not limited to, this Section 18, shall not be exclusive and are in addition to any other rights and remedies provided by Law, in equity or under this Agreement.

19. REMOVAL OF REJECTED MATERIAL. If Seller is performing work on Purchaser's premises, Seller shall promptly remove from the premises all materials, whether worked or unworked, and take down and

remove all portions of the work at the request of Purchaser's representatives as failing to conform to this Agreement. Seller shall promptly replace such materials and re-execute such work in accordance with the requirements of this Agreement and without expense to Purchaser, and shall bear the expense of making good, to the satisfaction of Purchaser, the work destroyed or damaged by such non-conformity or the removal or replacement thereof.

20. INSOLVENCY. Purchaser shall have the right to terminate this Agreement, in whole or in part, without any further liability to Seller, its successors or assigns, if Seller becomes insolvent or ceases to do business as a going concern, or a receiver is appointed in respect of all or part of the property and assets of Seller, or if any proceeding is commenced by or against Seller for any relief under any bankruptcy or insolvency Laws or Laws relating to any reorganization arrangement or winding-up, or if Seller makes an assignment for the benefit of creditors.

21. LIENS. Seller will pay or cause to be paid promptly when due all claims, debts and charges against Seller or any subcontractor of Seller which might become a lien upon Purchaser's property or the premises upon which the work is located arising out of the work performed or materials furnished by Seller or any subcontractors under this Agreement and will not suffer or permit any lien or encumbrance of any kind to be filed against or upon said property, premises, fixtures, or chattel, regardless of whether the basis of such lien is a claim against Seller or a subcontractor. In case any lien is threatened, noticed, or filed against such property or premises, or any lienable charge is not paid promptly when due, or in case Purchaser shall be charged with any item of cost, tax, contribution, or other obligation to be borne by Seller under this Agreement, a sufficient amount of money payable or to become payable hereunder or upon any other account from Purchaser to Seller may be retained by Purchaser to cover and offset such lien, cost, tax contribution, or other obligation until the same shall be settled, discharged, cancelled or record, or dissolved by bond, without cost or liability to Purchaser, or said money may be applied by Purchaser directly to the discharge thereof. If requested by Purchaser, Seller shall provide lien waivers and/or full or partial releases of lien on behalf of itself and its subcontractors in accordance with the Laws of the state in which the work is to be performed or the goods are to be delivered.

22. SET-OFF. Purchaser shall have the right at any time to set-off any amount owing by Seller to Purchaser or any affiliated company on this Agreement or any other contract, agreement or purchase/change order between Seller and Purchaser or Purchaser's affiliates against any amount due and owing to Seller under this Agreement.

23. ASSIGNMENTS AND SUBCONTRACTS. This Agreement shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto. Seller shall not assign, subcontract or delegate any obligation herein without Purchaser's prior written consent. Any assignment by Seller without Purchaser's prior written consent shall be deemed void. In the event of any such permitted assignment, subcontract or delegation, Seller shall remain liable for the full performance of Seller's obligations under this Agreement. Purchaser shall be permitted to assign or otherwise transfer this Agreement without Seller's consent.

24. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Seller and Purchaser. Seller shall at all times stand, in relationship to Purchaser, as an independent contractor.

25. NO WAIVER OF CONDITIONS. Failure of Purchaser to insist upon strict performance of any condition of this Agreement shall not constitute a waiver of such condition or a waiver of any default.

26. VENUE; CHOICE OF LAW. All disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the courts of the county and state in which the goods or services are ultimately delivered or performed, as applicable, to the exclusion of other courts of other states, the United States, or countries and to the exclusion of other venues. The Parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss the action on the grounds of forum non conveniens and not to remove any litigation from that court to a federal court. This Agreement will be governed and construed in

accordance with the Laws of the state in which the goods or services are ultimately delivered or performed, as applicable, including the Uniform Commercial Code, as effective on the date of this Agreement. THE APPLICATION OF THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.

27. **SEVERABILITY.** If any clause, phrase or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void or unenforceable in any jurisdiction, such provision shall be of no force and effect as to that jurisdiction, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement, which shall remain in full force and effect.
28. **SELLER COMPLIANCE.** Upon Purchaser's request, Seller shall qualify as a Purchaser vendor by submitting certain information and documentation and paying a fee to Purchaser's designated compliance vendor. Seller agrees to maintain in good standing with such compliance vendor, or such other vendor as Purchaser may designate in the future, including payment of all fees and providing all information and documentation required by Purchaser.
29. **NO INFERENCE AGAINST DRAFTER.** This Agreement was negotiated by Seller and Purchaser in an arms-length transaction. No inference or presumption shall be drawn against either party as the drafter thereof.
30. **COOPERATION.** Purchaser reserves the right to perform activities at the applicable work site with its own forces and through others. Seller shall not delay, interfere, or hinder the performance of other activities at such work site. Seller shall make reasonable efforts to cooperate with others performing any activities at the applicable work site.
31. **DRAWINGS.** If the preparation of drawings, plans and/or specifications is included within the scope of work to be performed by Seller under this Agreement, then reasonably in advance of the performance hereunder, Seller shall provide Purchaser with copies of any and all drawings, plans and specifications relating to the work to be performed hereunder, and Purchaser shall have the right to inspect such drawings, plans and specifications and to provide feedback and comments relating to same. Notwithstanding the foregoing, Seller hereby affirms, acknowledges and agrees that Purchaser is relying on Seller's technical expertise in connection with the preparation and finalization of such drawings, plans and specifications, and Seller shall be and remain solely responsible for ensuring the accuracy, completeness and suitability of such drawings, plans and specifications, the compliance thereof with the Laws, in order to achieve the results contemplated by Purchaser for the services. Purchaser's review or approval, or failure to do so, of such drawings, plans and specifications shall not relieve Seller of its obligations hereunder.
32. **PROFESSIONAL STANDARDS.**
- (a) Purchaser is entering into this Agreement in reliance upon Seller's abilities with respect to any services to be performed hereunder. Seller agrees to perform the services hereunder in a timely and thorough manner, and using its best efforts and abilities to see that the services are performed in accordance with highest professional standards.
 - (b) Seller acknowledges that it has reviewed Purchaser's Standard of Ethics and Code of Corporate Conduct as found on Purchaser's website, <http://www.rayonieram.com> (the "Code"). Seller, its employees and any permitted subcontractors shall fully comply with all requirements of the Code, notwithstanding a more lenient standard allowable by Law or the fact that Seller is not an employee of Seller. Seller shall immediately provide Purchaser with written notice of any violation of the Code by Seller or any of its employees or subcontractors as well as any conflict or question about such parties' obligations to Purchaser under the Code. Any employee or subcontractor of Seller whom Purchaser believes has violated the principles of the Code, or who is otherwise unacceptable to Purchaser in its sole judgment shall be removed from the project by Seller upon the request of Purchaser.
 - (c) Seller is presumed to have all equipment, materials, tools and other resources necessary to perform the services under this Agreement,

unless specified otherwise in this Agreement. If Purchaser is expected to provide to Seller any equipment, facilities, computer access or dedicated time, or staff support by Purchaser employees or contract services, details of such relationships must appear in writing as a part of this Agreement. If Purchaser supplies materials, including, but not limited to, computerized data, or any equipment to Seller in connection with the performance of this Agreement, such provision and use shall be at Seller's sole risk and liability and Seller will be presumed to be proficient in the use of such Purchaser supplied materials or equipment unless Seller notifies Purchaser in writing to the contrary. Unless otherwise specified in this Agreement, Seller's performance shall not be delayed by reason of unfamiliarity with Purchaser supplied materials or equipment, nor shall Purchaser be responsible for compensating Seller for time and expense of training Seller, its employees or subcontractors, unless authorized in writing by Purchaser.

- (d) Seller represents and warrants to Purchaser that Seller, and its employees as applicable, have the right and capability to perform the services on Purchaser's behalf pursuant to this Agreement without violation of any obligation to others, and Seller and its employees have the right and ability to disclose the Work Product to Purchaser in the performance of this Agreement without violating any confidence, conflict of interest, or intellectual property right owed to or owned by any third party. Seller shall indemnify and hold harmless Purchaser, its employees and agents, from any loss, cost or expense (including attorneys' fees) arising from any third party claim based on acts or omissions constituting a breach of Seller's representations and warranties under this Section 32.
33. **REVIEW OF RECORDS.** The following shall be applicable if Seller's costs are to be used in any way in the calculation of any amount(s) charged or invoiced by Seller pursuant to this Agreement: Seller shall maintain all books, records, receipts and other materials to reflect accurately all costs of whatever nature claimed by Seller to have been incurred in the performance of this Agreement. Such documentation shall be retained by Seller for a period at least equal to the greater of (i) five (5) years from the expiration or termination of this Agreement, or (ii) any duration of time required under Law, and shall be subject to examination, audit and reproduction by Purchaser at any time during such period of document retention by Seller. Without limiting the foregoing, Purchaser shall have the right, through a third party auditor selected by Purchaser in its reasonable discretion, to audit books, records, receipts or other materials of Seller to verify the accuracy of any statement, charge, notice or computation made under or in connection with this Agreement. Such audit shall be at Purchaser's sole expense and shall be conducted during regular working hours; provided, however, if any such audit reveals that any such statement, charge, notice or computation is incorrect, then any amount overcharged along with the cost incurred by Purchaser in conducting such audit shall be reimbursed to Purchaser within thirty (30) days of Seller's receipt of the audit findings.
34. **LIMITATION OF LIABILITY.** PURCHASER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY NATURE.
35. **TAXES.** Unless otherwise provided herein or by Law, Seller shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to, or measured by the value of goods or services furnished or, the compensation paid to persons employed in connection with performance hereunder.