

TERMS AND CONDITIONS OF PURCHASE

1. General. Supplier, provider, owner, or agent (the "Seller") shall supply to Universal Metal Products, Inc. or any of its subsidiaries (the "Buyer") the products, as defined in Section 2, in accordance with a purchase order (a "Purchase Order"), or if applicable, a binding release issued by Buyer (a "Release") submitted by the Buyer from time to time. If a Purchase Order references a particular Original Equipment Manufacturer ("OEM") production program (the "Program"), the Purchase Order (subject to the proper issuances of binding Releases) is binding on the Seller for the length of any applicable Program (including model refreshes as determined by the applicable OEM customer) that is identified on a Purchase Order, and both Buyer and Seller acknowledge the risk of a Program being cancelled or extended by the OEM. Seller shall accept each Purchase Order received from Buyer that are consistent with these Terms and Conditions of Purchase (the "Terms and Conditions"). These Terms and Conditions apply to all Purchase Orders and/or Releases made by Buyer. Each Purchase Order and/or Release Buyer issues is Buyer's offer to purchase the products or services identified in that Purchase Order and/or Release. Seller will be deemed to have accepted a Purchase Order and/or Release as issued if Seller (1) fails to object to it in writing within 10 business days after receipt and has begun or later begins performance under the Purchase Order and/or Release or (2) acknowledges in writing its acceptance of the Purchase Order and/or Release. There is no understanding or agreement pertaining to a Purchase Order and/or Release other than herein expressed, and Seller's acceptance is limited to and shall be governed by the terms and conditions set forth herein. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS SHALL BIND BUYER UNLESS IN WRITING AND SIGNED AND ACCEPTED BY AN OFFICER OF BUYER. BUYER WILL NOT ACCEPT AND OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING IN SELLER'S SALES QUOTE, CONFIRMATION, CONTRACT, INVOICE, OR ELSEWHERE WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THESE TERMS AND CONDITIONS. NO TERM OR CONDITION ON SELLER'S SALES QUOTE OR ELSEWARE, EXPRESSLY INCLUDING ANY EFFORT TO NEGATE THESE TERMS AND CONDITIONS SHALL BE EFFECTIVE OR BINDING AGAINST BUYER. THIS SHALL CONSTITUTE WRITTEN NOTICE SIGNED BY BUYER OF OBJECTION TO AND REJECTION OF ANY TERM OR CONDITION IN SELLER'S SALES QUOTE, CONFIRMATION, CONTRACT, INVOICE, OR OTHER DOCUMENT SUBMITTED BY SELLER INCONSISTENT WITH THESE TERMS AND CONDITIONS. In the event of any conflict or inconsistency between these Terms and Conditions and any terms or conditions set forth in a Purchase Order and/or Release, the terms of the Purchase Order and/or Release shall prevail.

Except as otherwise expressly provided herein, Seller will provide and supply, at its expense and without any charge, other than the purchase price, all materials, equipment, tools, facilities, licenses, and other items required to perform its obligations under the Purchase Order and/or Release, except the provision of Tooling (as defined in Section 11) which Seller provides pursuant to a separate Purchase Order or agreement

between Buyer and Seller, or the cost of which Tooling Buyer has agreed in writing to pay or reimburse to Seller apart from the purchase price of the products.

2. Products. As used herein, “products” denotes only the items specifically shown and/or described in the specifications, drawings and/or other written documents either attached hereto or otherwise identified or incorporated herein by reference (including, without limitation, each Purchase Order and/or Release), as may be modified as provided in Section 6 herein. All products delivered hereunder must be in a new and unused condition and not previously rejected for shipment hereunder or under any contract between Seller and another customer.

3. Pricing.
 - (a) The unit price for products is the amount shown on the applicable Purchase Order and/or Release given by Buyer to Seller and includes all charges related to preparation for production, fabrication, and delivery of the products, except as otherwise expressly set forth herein. Seller will pay, without additional charge, any taxes or duties imposed on Seller and required by law to be paid by Seller. Seller represents and warrants that the price for the products is the lowest price charged by Seller to any of its external customers for similar volumes of similar products. If Seller sells similar products to any customer at a lower price, Seller must apply that lower price to all products under the Purchase Order and/or Release. If Seller fails to meet the lower price, Buyer, at its option, may terminate the Purchase Order and/or Release without liability.

 - (b) Buyer and its affiliates are exempt from sales and use taxes with respect to products procured for resale. Upon request, Buyer will furnish to Seller an exemption certificate of such other document required by law to exempt Buyer’s purchase of products hereunder from sales and use taxes.

 - (c) Unless otherwise expressly stated in the Purchase Order or otherwise agreed between the Buyer and Seller (e.g., agreement to adjust pricing based on changes of third-party published indexes), any pricing set forth in a Purchase Order that contemplates deliveries and upon the issuance of a Release is firm for the life of the applicable Program or for one (1) year, whichever is longer, and shall only be modified in writing by Buyer, at Buyer’s sole and exclusive discretion.

4. Duration. The initial term and duration of the Purchase Order is the period stated on the applicable Purchase Order issued by Buyer to Seller, or if no time period is so stated, the initial term will be a period of one (1) production year of the products as determined by Buyer. In any event, the initial term will commence on the issue date of the Purchase Order.

5. Payment. Buyer will pay to Seller the purchase price of products and other charges shown on the invoice in accordance with the price and payment terms state on the applicable Purchase Order. However, if Buyer disputes the amount of any invoice and gives Seller written notice thereof, Buyer may deduct the amount in dispute from the amount of such invoice. Buyer also may set-off and deduct from any invoice or other amount owed to Seller (including Seller's subsidiaries and affiliates) hereunder any amounts that Seller owes to Buyer (including Buyer's subsidiaries and affiliates) under the Purchase Order or any other agreement between Buyer (including Buyer's subsidiaries and affiliates) and Seller (including Seller's subsidiaries and affiliates). As such, Buyer and Seller each hereby waive any condition of mutuality with regard to set-off rights. Seller will not submit an invoice for products before delivery thereof at the location designated by Buyer.
6. Changes. Buyer's Purchase Order and/or Release is subject to modification or cancellation by Buyer in the event of an Event of Force Majeure (as defined in Section 24). Buyer's Purchase Order and/or Release shall not be deemed to constitute a firm offer and is subject to modification, revocation or cancellation by Buyer at any time prior to Seller's acceptance. Except as provided herein, after acceptance, this agreement shall not be subject to modification except by a writing setting forth the terms of such modifications and signed by Buyer.
7. Delivery. Shipment or deliveries hereunder shall be made at the time and in the manner specified. Seller's failure to do so shall constitute a ground for rejection of the products by Buyer and a default under the contract. Unless otherwise stated in the Purchase Order and/or Release, products will be delivered DAP (as defined in Incoterms 2020) to Buyer's premises and title will transfer upon receipt of the products by Buyer. If products are not ready for delivery in time to meet Buyer's delivery schedules, Seller will be responsible for additional costs of any resulting expedited or other special transportation. Timely delivery of the products is of the essence. If Seller fails to deliver the products in full on the delivery date, Buyer may terminate its Purchase Order and/or Release immediately by providing written notice to Seller and Seller will indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the product on the delivery date. All products will be packed 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 with prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material will be made at Seller's expense.
8. Forecasts, Shipping Schedules, and Releases.
 - (a) From time to time, Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for products based on an

existing or in anticipation of a future Purchase Order or Release. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward-looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts. Buyer has no obligation to buy any estimated quantity of products stated in or in connection with the Purchase Order, including but not limited to any of the aforementioned forecasts or projections.

- (b) From time to time, Buyer may provide Seller with Buyer's shipping schedules (each a "Shipping Schedule") and Releases, each of which is an order and release for the fabrication and shipment of a specific quantity or quantities of products to Buyer during the period(s) specified therein.
 - (c) Seller will ship products both in the quantities and at the times specified in the Purchase Order and/or Release (including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the products to arrive on the applicable due date at the designated ship-to destination as identified in the Purchase Order and/or Release unless otherwise mutually agreed between Buyer and Seller.
 - (d) Buyer may change both the quantities and times for shipment of products previously scheduled for shipment and delivery hereunder, including temporary suspensions and postponements, by written notice to Seller at any time prior to shipment.
 - (e) If Seller fails or is unable to ship products for delivery on the due date at the designated ship-to location except as a result of a cause or condition which excuses Seller's performance under Section 24 hereof, Buyer may direct Seller to ship such products, as and when available, at the earliest time and by the most expeditious method of transport, including air freight, and Seller will pay or reimburse Buyer the full cost of such expeditious method of transport.
9. Seller's Warranties. By accepting Buyer's Purchase Order and/or Release, Seller expressly warrants that the products shipped hereunder, shall be of good design, material and workmanship, free of defects, shall be merchantable, shall conform to the specifications, and shall be fit for the purpose for which the products are required by Buyer. Seller further warrants that no law, or rule or ordinance of the United States, a state or any other governmental authority or agency has been violated in the manufacture or sale of the products covered by Buyer's Purchase Order and/or Release. All services will be performed in a workmanlike manner. No disclaimer, exclusion, limitation or modification of any of the aforesaid warranties shall be deemed effective.

10. Installed Products. Products delivered to Buyer (whether paid for by Buyer or not) including by way of description but not limitation, machinery or equipment to be installed or assembled, shall not be deemed finally accepted until on installation, testing, inspection or use, as the case may be, Buyer finds them in accordance with Buyer's specifications. Prior to commencing work on Buyer's premises, Seller shall show evidence to Buyer of: (1) liability insurance with coverage limits reasonably acceptable to Buyer and naming Buyer as an additional insured, (2) all risk property perils liability insurance with coverage limits reasonably acceptable to Buyer and naming Buyer as an additional insured, (3) all risk property perils insurance covering the full replacement value of Buyer's property while in Seller's care, custody, or control and naming Buyer as loss payee, and (4) worker's compensation insurance as required by applicable law.
11. Tooling.
- (a) The term "Tooling" shall mean all tooling (including molds, stamping dies, related parts and documents related thereto): (i) provided by Buyer to Seller; (ii) designed by Buyer, either on its own or in collaboration with Seller; and/or (iii) paid for or funded by Buyer, either wholly or in part. These Terms and Conditions shall apply to all Tooling possessed by or in possession of Seller.
 - (b) Seller shall use the Tooling in accordance with instructions from Buyer. Seller will use the Tooling solely and exclusively for the manufacture and sale of products to Buyer.
 - (c) Buyer will be and shall remain at all times the exclusive owner of the Tooling. Seller will place and/or maintain on the Tooling the following labeling, "Property of Universal Metal Products, Inc." Seller will not move or attempt to move the Tooling from Seller's premises without Buyer's prior written approval. During any period of non-use of the Tooling, Seller will store the Tooling without additional charge, in a safe and secure place and manner. Seller will not lien or otherwise encumber the Tooling.
 - (d) At its own expense, Seller will: (i) use the Tooling in accordance with instructions provided by Buyer and in accordance with the terms of subsection (b) above; (ii) maintain the Tooling in proper working condition and order and make all repairs that may be required for this purpose; and (iii) replace any Tooling which wears out prior to the expiration of the anticipated useful life of the Tooling as reasonably determined by Buyer, or is otherwise damaged or destroyed by any cause or event. Seller will not make any modification or addition to the Tooling without Buyer's prior written approval and all such modifications and additions will automatically become part of the Tooling and be the personal property of Buyer.
 - (e) Seller will bear the risk of loss of and/or damage to the Tooling while the Tooling is in Seller's possession, custody and control (normal wear and tear excepted). Seller

waives all rights of claims against Buyer with regard to any injury to or death of any of Seller's employees or damage to Seller's property, which arises in connection with the Tooling, however caused, and whether or not due to Buyer's negligence.

- (f) Seller consents to filings by Buyer (currently and in the future) of one or more financing statements or other appropriate documents to give public notice of Buyer's ownership of Tooling in Seller's custody.
 - (g) Upon Buyer's request, Seller will promptly deliver the Tooling to Buyer, DAP to Buyer's premises. Seller waives all rights under any molder's lien law or other lien law to retain possession of the Tooling pending resolution of any dispute concerning such Tooling, or payment of any amount which Buyer owes to Seller.
12. Excess Quantity. No obligations are assumed by Buyer with respect to products shipped in excess of the shipping schedule, if any, unless agreed upon in writing.
 13. Changes to Work. Before proceeding with any work or shipping any products involving possible claims by Seller for extra compensation above the price specified in Buyer's Purchase Order and/or Release, Seller shall submit to Buyer a detailed statement of such items together with the price thereof. If Buyer desires to have the work done or the products furnished at the price so stated, Seller will be informed. Claims for compensation above the prices specified in Buyer's Purchase Order and/or Release shall be allowed only when approved by Buyer in writing.
 14. On Site Supervision. In the event that the products or services ordered hereunder, in connection with the installation or use thereof at Buyer's premises, require the services of a supervisor or expert connected with Seller, and Seller agrees to furnish the same, either without charge or at a specified rate per day, then it is understood that such a person shall not, while performing his duties with respect to the products covered by this agreement, be deemed Buyer's agent, servant or employee and Seller assumes full responsibility for all acts and omissions of such party.
 15. Bankruptcy, etc. In the event of any proceedings by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignee for the benefit of creditors, of the property of Seller or in the event of a breach by Seller of any of the terms hereof, including any warranties made in connection with the products ordered, Buyer shall have the right to cancel this and any or all other orders or contracts between Buyer or to reduce the quantities of products to be delivered hereunder.
 16. Ownership of Plans. All blueprints, drawings, dies, patterns, tools, and the like, prepared or constructed by Seller and paid for by Buyer shall be Buyer's property, and upon the completion of deliveries under Buyer's Purchase Order or in case of the cancellation of Buyer's Purchase Order for any reason, Seller agrees to deliver to Buyer all such

blueprints, drawings, dies, patterns, tools, and the like which may have been either furnished or paid for by Buyer. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Buyer in information, documents, or property that Buyer makes available to Seller under Buyer's Purchase Order, other than the right to use Buyer's intellectual property rights to produce and supply products and services to Buyer.

17. Intellectual Property Law Protection; Indemnification.

- (a) Seller hereby warrants that the sale and/or use of the products herein ordered will not infringe upon any patent, trademark, trade secret, copyright, or any other intellectual property right of any third-party in any jurisdiction in which the products are sold. Seller hereby grants to Buyer and its affiliates an unrestricted and royalty-free right and license under each patent owned and/or controlled by Seller to use and sell products delivered hereunder, including the right to modify and reconstruct same.
- (b) Seller shall indemnify and hold harmless Buyer and anyone selling or using any of said products from any and all third party claims, damages, losses, claims and expenses, including actual attorney fees, under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, infringement of intellectual property rights, statute or otherwise that arise out of (1) any breach by Seller of its obligations under these Terms and Conditions including its warranty obligations or (2) any action or inaction of Seller or its employees, customers or agents if such action or inaction was a cause of injuries or damages giving rise to claims against Buyer. Buyer and all the parties sued shall have the right to employ counsel on their own behalf who shall have the right to participate in the defense of such suit and whose fees shall be paid by Seller.

18. Confidentiality.

- (a) All patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials and/or documents which Buyer provides to Seller in connection with the Purchase Order, whatever the form, whether printed, documentary, electronic media or otherwise, is the proprietary and confidential information of Buyer ("Confidential Information"), and such Confidential Information will be deemed to contain trade secrets and will be and remain the property of Buyer.
- (b) Seller will hold all such Confidential Information in confidence; will not use such Confidential Information for any purpose, except the production and delivery of products pursuant to the Purchase Order; and will not disclose Confidential Information to any third person, except to suppliers of materials and services that Seller requires to perform its obligations hereunder and Seller's other authorized agents or representatives. Seller's confidentiality obligations hereunder shall be in

addition to, and not in lieu of, Seller's confidentiality obligations to Buyer in accordance with the terms of any separate confidentiality agreement between Seller and Buyer (including Buyer's affiliates).

19. Compliance with Laws.

- (a) Seller and all products delivered hereunder will comply with all applicable federal, state and local laws, executive orders and regulations relating to the manufacture, labeling, transport and/or use of such products including, but not limited to regulations and/or standards promulgated by the U.S. Environmental Protection Agency ("EPA"), the California Air Resources Board ("CARB"), the Consumer Product Safety Commission ("CPSC"), American National Standards Institute, Inc. ("ANSI"), Underwriter's Laboratories, Inc. ("UL"), the Restriction of Hazardous Substances Directive ("RoHS"), and the California Transparency in Supply Chains Act, as applicable.
- (b) Equal Opportunity. Seller (unless exempt) agrees that during the performance of this contract, it will comply with Executive Order 11246, Part 2. Section 202 (1) through (7) and Federal, State, and Local Laws and Regulations to which Seller is subject.
- (c) Occupational Safety and Health Warranty. Seller warrants that equipment, guarding, controls and safety devices provided to Buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act 1970 (29 U.S.C. 651 PL 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, Buyer may return the product for correction or replacement at Seller's option and at Seller's expense. Services performed by Seller which do not conform to the OSHA standards and/or regulations must be corrected by Seller at Seller's expense or by Buyer at Seller's expense in the event Seller fails to make the appropriate correction within a reasonable time.
- (d) SDS. In order to comply with the Federal Hazard Communications Standard 29 CFR 1910 1200, Buyer requires that a Safety Data Sheet for each purchased material to be on file before these materials arrive on Buyer's premises, or that a Safety Data Sheet accompany the shipped containers of materials, and, upon Buyer's request, Seller will provide Buyer with other information reasonably required in order to comply with applicable laws.

20. Inspection at Premises. Upon reasonable notice, Seller will permit Buyer, through its employees and agents, to have access to Seller's premises and the premises of Seller's first tier suppliers so that Buyer may determine Seller's compliance with the Purchase Order. Buyer's right of access includes, but is not limited to, the right to inspect the products being produced, and to audit any books and records of Seller which are related either to Seller's performance of the Purchase Order or Seller's use and maintenance of

Buyer's property. Buyer's customer or customer representative will be afforded the right to verify at the Seller's premises that the products conform to specified requirements. However, inspection by Buyer's customer does not absolve Seller of the responsibility to provide acceptable products in conformance with specifications.

21. Transfers.

- (a) Seller may not assign or transfer any right or obligation hereunder, including the right to money, without Buyer's prior written approval. Any such assignment or transfer made without Buyer's prior approval, whether by operation of law or otherwise, will be void and have no force or effect.
- (b) Buyer may assign and/or transfer all or part of its rights and duties hereunder to any person which is owned and/or controlled by Buyer or is under common ownership and/or control with Buyer, and such person will be entitled to exercise all rights and remedies of Buyer hereunder upon reasonable notice to Seller. Nothing in this Section 22(b) will be deemed to relieve Buyer of any obligation hereunder.

22. Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in this contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

23. Waiver. The failure of either party to enforce any right or remedy provided in the contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

24. Excusable Non-Performance. A delay or failure by either party to perform its obligations under the contract will be excused, and will not constitute a default, only if (1) such delay or failure was caused by an event or occurrence beyond the reasonable control of that party and normally accepted as a "force majeure" (an "Event of Force Majeure") and without its fault or negligence and (2) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or is reasonably likely to occur, followed by prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. An Event of Force Majeure may include, but is not limited to, fire, flood, earthquake, civil disturbance, pandemics, acts of terrorism, strikes, labor troubles, war, rationing, embargoes, acts of God, and governmental rationing, but shall not include the affected party's lack of financial resources or the affected party's own acts, errors or omissions. Seller and Buyer shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused non-performance. If Seller is unable to perform for any reason, Buyer may purchase products from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three

business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Purchase Order and/or Release by notice given to the non-performing party before performance resumes. If Seller reasonably incurs extraordinary costs in order to maintain or restore supply in response to an inability to perform (or what would be an inability to perform except for those extraordinary costs), the cost shall be allocated between the parties in an equitable manner.

25. Default. Upon the occurrence of a default and while that default is continuing, the non-defaulting party may terminate the contract by notice to the defaulting party. If Seller is in default, Buyer's damages will include the reasonable costs actually incurred to relocate the work to an alternate source, and Buyer may purchase completed products at the contract price and work-in-process and raw materials at Seller's actual cost.
26. Inspection and Rejection of Nonconforming Products. Buyer has the right to inspect the products on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the products, and may reject all or any portion of the products if Buyer determines, in Buyer's sole discretion, the products are nonconforming or defective. If Buyer rejects any portion of the products, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order and/or Release in its entirety; (b) accept the products at a reasonably reduced price; or (c) reject the products and require replacement of the rejected products. If Buyer requires replacement of the products, Seller will, at its expense, promptly replace the nonconforming products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective products and the delivery of replacement products. If Seller fails to timely deliver replacement products, Buyer may replace them with products from a third party and charge Seller the cost thereof and terminate the Purchase Order and/or Release for cause. Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Seller's obligations under the Purchase Order and/or Release, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. When, during the term of this Purchase Order, Buyer discovers discrepancies in the products, Buyer may elect to issue to Seller a Corrective Action Request. Seller shall respond within the period identified in the notice. The response shall identify the cause, the action(s) taken for containment and to prevent recurrence, and the effective point of the corrective action by reference of the part number or date of affectivity, where appropriate. All responses must be signed by the Seller's authorized Quality Assurance Representative.
27. Quality Systems. Buyer is registered under ISO 9001 ISO, 14001 and TS 16949 and as such requires that Seller adopt quality systems applicable to the manufacture and/or supply of the products detailed herein and must meet or exceed the requirements outlined in the appropriate level of ISO 9001, ISO 14001 and TS 16949 (revision in effect

on the date of the Purchase Order and/or Release). Seller's quality system may be subject to audit by Buyer representatives or evidence of compliance may be requested.

28. Governing Law. The construction, validity and interpretation of this agreement and each term used herein, the rights and obligations of the parties with respect to performance hereunder, as well as the liabilities which may arise hereunder, shall be governed, defined and determined under the laws of the state of Ohio. Any dispute with reference hereto shall be resolved in a court having jurisdiction over residents of Lake County, Ohio, and Seller irrevocably consents to the personal jurisdiction of such court.
29. Entire Agreement. The Purchase Order: (i) includes each Buyer document identified or referenced herein, including each exhibit and attachment thereto and any documents and instructions that Buyer is required to give or gives to Seller as herein provided; (ii) contains the entire agreement between the parties regarding the subject matter hereof, and (iii) supersedes any prior or contemporaneous agreements and understandings, oral or written, between the parties. Except as expressly set forth herein, no representative of Buyer has the authority to make any representation or warranty to Seller in respect of the Purchase Order which is not reduced to writing, signed by both parties and incorporated by reference or otherwise into the Purchase Order. In entering into the Purchase Order, Seller affirms that it is not relying on any representation or other assurance by Buyer or any of its representatives, which is not set forth in writing and expressly incorporated herein.