



**KOLLSMAN, INC.
AN ELBIT SYSTEMS OF AMERICA COMPANY**

**STANDARD TERMS AND CONDITIONS OF SALE
[SENSOR AND ELECTRO-OPTICS SOLUTIONS]**

The following sets forth the terms and conditions ("Terms and Conditions") applicable to sales of **equipment (comprised of hardware and related software) (the "Product") and/or "Services"** to the buyer (the "Buyer") named in the **Purchase Order (the "Purchase Order")** incorporating these Terms and Conditions. Unless and until these Terms and Conditions are superseded by a written agreement signed by an authorized officer of **Elbit Systems of America** ("Seller"), all purchases of Buyer from Seller shall be subject to the terms and conditions set forth below. Nothing contained in any Purchase Order or other written or verbal communication between the parties shall, except by mutual written agreement, in any way modify, contradict such terms of purchase, or add any additional terms or conditions.

1. Prices. All prices are in United States dollars. All prices are F.C.A. (Incoterms 2000) Seller's facility and are exclusive of all taxes including, but not limited to, federal, state, or municipal sales, duties, excises, fees value added, occupational, processing, purchase, use or similar taxes, which are now or may hereafter be directly imposed on Seller with respect to sale of the Product or Services or on the Purchase Order itself. Such taxes shall be for Buyer's account. If Seller is required by law to directly pay any such taxes, fees, excises, and/or charges, Buyer shall promptly reimburse Seller upon Seller's presentation to Buyer of a receipt acknowledging such payment. When separately agreed to between Seller and Buyer, taxes and/or fees will be charged as separate additional items on invoices, unless specific exemptions are permitted (then only to the extent exemption certificates, properly executed in approved form, are submitted to Seller prior to shipment). Title and risk of loss or damage to the Products shall pass to Buyer at Seller's facility in Merrimack, NH.

2. Purchase Orders. All orders for Products or Services submitted by Buyer shall

be initiated by written Purchase Orders sent to Seller. No order shall be binding upon Seller until accepted by Seller in writing.

3. Packaging. Packaging for commercial shipment of Products is included in the quoted price. When special domestic or international export packaging is specified, involving a greater expense than the cost of commercial shipment included in the quoted price, a charge will be made to cover such extra expense. All claims for loss or breakage and damage to Products, whether or not apparent, must be made to the carrier by Buyer within a reasonable time after receipt of the shipment, but in no event shall Seller be responsible for any such loss, breakage or damage to Products, unless due to Seller's gross negligence or willful misconduct and only to the extent directly attributable thereto.

4. Inspection and Acceptance:

A. Products. Products furnished by Seller hereunder shall materially conform to Seller published specifications at the time of delivery to Buyer, and shall not be subject to any acceptance/rejection. Notwithstanding the foregoing, Buyer may inspect Products it receives, and shall promptly (and in any event within ten (10) days of arrival) give written notice to the freight forwarder and Seller of any claims for damages or shortages. Acceptance (express or implied) shall not limit the express warranties provided by Seller herein.

B. Services. Unless otherwise expressly agreed between Buyer and Seller, Buyer shall have ten (10) days from its receipt of any Services to accept such Services. In the event that Buyer does not provide Seller with a written notice of acceptance or rejection within such ten (10) day period, Buyer's acceptance of the Services shall be conclusively presumed.



5. Early/Partial Delivery. Seller is hereby authorized, at Seller's discretion, to make early and or partial deliveries of the Products to be delivered under any Purchase Order. Such deliveries shall be made at no additional cost to Buyer other than the Purchase Order price and shipping charges.

6. Security Interest in Delivered Products. Seller hereby reserves, and Buyer hereby grants to Seller, a purchase money security interest in each Product sold under these Terms and Conditions and in the proceeds thereof. These security interests will be satisfied by payment in full of Buyer's purchase price. Upon request by Seller, Buyer shall execute and cause to be filed all instruments or documents necessary to perfect any such security interest. A copy of these Terms and Conditions may be filed with the appropriate authorities at any time after its execution as a financing statement or chattel mortgage to perfect Seller's security interest.

7. No Return Policy. Except with respect to Products returned to Seller pursuant to the Seller Warranty provisions, Seller has no return policy. Accepted Purchase Orders may not be cancelled by Buyer.

8. Invoices/Terms of Payment: Seller shall issue invoices as follows:

(i) for the Products, at the time of shipment;

(ii) for milestones, at the time of completion of each milestone; and

(iii) for the Services, upon completion of each Service.

(iv) for any authorized down payments, upon receipt of Buyer's Purchase Order, with the balance to be invoiced as stated immediately above.

Payment terms are Net Thirty (30) Days from the date of Seller's invoice, subject to approved credit. If Seller has not approved Buyer's credit prior to receipt of Buyer's Purchase Order, Buyer must submit satisfactory credit references prior to Seller's acceptance of Buyer's Purchase Order. In the event that Seller does not approve Buyer's credit or if Buyer's Purchase Order is

awarded by a company other than a domestic U.S. corporation, Seller may elect to grant, in its sole discretion, payment terms of Cash in Advance or Letter of Credit, upon terms to be approved by Seller prior to acceptance of Buyer's Purchase Order.

Seller shall have the right to charge interest at the maximum legal rate on the balance of any overdue payment, and to recover the reasonable costs and expenses incidental to the collection of any overdue account, including attorneys' fees. Seller shall have the right to suspend performance, without liability, in the event that any invoice is not paid when due. Any suspension of performance lasting more than sixty (60) days will be treated as a termination for Buyer's Default in accordance with Section 17, Termination for Default.

Payment Address:

For Wire Transfers:

Domestic Kollsman, Inc.
C/O Bank Of America
P.O. Box 4993
Boston, MA 02212-4993
ABA Routing No.: 026-009-593
Acct #: 9358942765

Foreign Kollsman, Inc.
C/O Bank Of America
P.O. Box 4850
Boston, MA 02212-4850
ABA Routing No.: 026-009-593
Acct #: 9358942773
Swift Code: BOFAUS3N

For Checks:

Domestic Kollsman, Inc.
C/O Bank Of America
P.O. Box 4993
Boston, MA 02212-4993

Foreign Kollsman, Inc.
C/O Bank Of America
P.O. Box 4850
Boston, MA 02212-4850



9. Changes.

(a) Seller may, without the consent of Buyer, make such changes in Products, software and/or Services which do not degrade the function, performance, quality or reliability of the Products, software and/or Services nor affect their price or delivery nor cause adverse deviation from the technical specifications, provided that such changes are based on Seller's good faith determination that such changes will not degrade reliability, performance, or form, fit or function. Seller shall give Buyer notice of any such change as promptly as practicable.

(b) Buyer may not, without Seller's prior written consent, make changes in the requested method of shipment and packaging, or place of delivery. If such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under any Purchase Order, the applicable Purchase Order shall be modified accordingly to reflect such additional costs and delivery time schedule.

(c) Buyer and Seller may mutually agree to make changes, modify or revise the Purchase Order and make corresponding adjustments to any prices and fees due thereunder only by executing a written modification thereto, signed by duly authorized representatives of both Buyer and Seller.

10. Seller Warranty for Products.

10.1 Warranty. Seller warrants to Buyer (the "Seller Warranty") that the Products and software purchased by Buyer hereunder will be free, under normal use and maintenance, from defects in Seller material and workmanship:

(i) for Products, for twelve (12) months from the date of shipment by Seller; and

(ii) for software, for thirty (30) days from the date of shipment by Seller.

Each of subsection 10.1(i) and 10.1(ii) above a "Warranty Period," as applicable.

Seller shall have no liability under the Seller Warranty for claims arising (in whole or in part)

from any of the following: incorrect use, misuse, faulty maintenance, improper storage, or improper installation of a Product or software. The Seller Warranty is voided with respect to any Product or software that has been altered, modified, repaired (successfully or not), or had parts replaced by any party other than Seller or a Seller authorized repair facility. The Seller Warranty does not cover damages due to fire, explosion, accident, power irregularities, power surges, acts of God or nature, including earthquakes, rain, floods or lightning, or any other cause not wholly and directly attributable to Seller. This Seller Warranty does not apply to any Product or software defects or failures that arise from combat, abuse, misuse, neglect, improper handling, improper maintenance or modification by any party other than Seller, or use in an environment or in a manner or for a purpose for which the Product or software was not designed.

When periodic maintenance by Seller is recommended by Seller to ensure proper operation of Product or software, failure to comply with Seller's recommendations and procedures for periodic maintenance and/or scheduled replacement shall void this Seller Warranty. All preventative maintenance and/or scheduled replacements are non-warranty maintenance actions.

10.2 Sole and Exclusive Warranty. As Buyer's sole and exclusive remedy for any breaches of the Seller Warranty, Seller will, at Seller's option, repair or replace, with new or unused parts and without charge, any Product which is found by Seller to be so defective; provided, however, that (a) the Product is returned in accordance with Seller's Return Material Authorization ("RMA") process, (b) the Product involved is returned transportation prepaid to a location and Freight Forwarder designated and/or approved by Seller, and (c) Seller is notified by Buyer in writing of the defect within the applicable Warranty Period and within 30 days of discovery of the defect.

10.3 Return Material Authorization Procedures. Products which fail to perform in accordance with the Seller Warranty must be returned to Seller in accordance with Seller's RMA procedures then in effect, as amended from time to time, incorporated herein by



reference. In the event that any components or packaging is missing, Seller will replace such missing components or packaging and Buyer agrees to pay the replacement charges set forth in Seller's RMA procedures. Seller will test returned Products. If such Products are found to perform as warranted, Seller will return the Products C.O.D. to Buyer and Buyer will pay to Seller a fee to test and recertify the Product for the no fault found ("NFF").

The warranty on any portion of a Product which has been repaired or replaced by Seller under this warranty shall be the balance of the original warranty period, such period to be suspended from actual date of Seller's receipt of returned warranty item until item is redelivered to Buyer, or 60 days, whichever is greater.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 10, SELLER PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

11. Seller's Intellectual Property Matters.

11.1 Proprietary Rights. Buyer agrees that Seller owns all right, title, and interest in all of Seller's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products, and that the sale conveys no right or license to manufacture, duplicate or otherwise copy or reproduce any of the Products. Buyer agrees not to use or disclose drawings, specifications, technical information or other data furnished by Seller and identified by Seller as confidential or proprietary data without the prior written consent of Seller. Buyer agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Seller, regardless of whether any such improvement or modification was the

creation of Buyer. Buyer further agrees to use all appropriate copyright and proprietary notices on all Products and software delivered hereunder regardless of their intended use. Buyer recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of these provisions. Nothing in this clause, however, shall restrict Buyer's right to use or disclose drawings, specifications, technical information or other data which become generally known to the public without the breach of this clause by Buyer, or are rightfully obtained from other sources.

11.2 Limited Software License. Seller shall retain full title to the software and all copies thereof, and Buyer and its customers may use the software only for their internal use and in accordance with this Section. Seller hereby grants and Buyer accepts a non-exclusive, royalty-free license to deliver object code only copies of the driver software provided by Seller to end-users who are using Products acquired from Seller hereunder. Furthermore, if software and/or Product is to be provided to a government agency or to anyone who may acquire it pursuant to a government contract or with government funds, Buyer will ensure, in the case of the United States government, that Seller's standard end-user license is incorporated into any relevant proposals and contracts. In the case of any other government, Buyer will ensure that Seller, the software, Product and Seller's rights are protected to the maximum extent possible, but in any event to at least the same extent that they would be protected with respect to the United States government under the immediately preceding sentence. Buyer shall comply with any requirements necessary to so limit any governmental rights, including without limitation, any restrictive legend, requirements for deliverables or agreements. Under no circumstances shall Seller be obligated to comply with any governmental requirements regarding the submission of, or the request for exemption from submission of, cost and pricing data, or cost accounting requirements. For any distribution or license that would require compliance by Seller with governmental requirements relating to cost or pricing data or cost accounting requirements, Buyer must obtain an appropriate effective waiver or



exemption for the benefit of Seller from the appropriate governmental authority before such distribution or license occurs or any commitment therefor is made by Buyer.

11.3 Product Branding. All Products and software sold by Seller hereunder will bear the trademarks, trade names, logos and the like that Seller may adopt from time to time. Buyer will not alter or remove any such marking and may not, without the prior written consent of Seller, co-brand or otherwise add any branding or marking to Products or software or their packaging.

12. Indemnity. Seller shall defend Buyer against any third party claim that a Product infringes a US patent or copyright, and pay the resulting costs and damages awarded against Buyer by a court of competent jurisdiction, provided Buyer (i) notifies Seller promptly in writing of such claim, (ii) grants Seller sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Seller request for assistance. Should any Product become, or in Seller's opinion be likely to become, the subject of such a claim, Seller shall, at its option and expense, (a) procure for Buyer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) request return and upon receipt thereof refund the price paid by Buyer, less straight-line depreciation based on a five (5) year useful life. Seller shall have no liability if the alleged infringement is based on (1) combination with non-Seller products, (2) use for a purpose or in a manner for which the Product was not designed, (3) use of any older version of Software when use of a newer revision would have avoided the infringement, (4) any modification not made with Seller's written approval, (5) any modifications made by Seller pursuant to Buyer's specific instructions, or (6) any intellectual property right owned or licensed by Buyer.

The Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims, expenses, or losses (including reasonable attorneys' fees and expenses) related to injury, loss or damage to Seller's employees or property or to the person or property of third parties, to the extent they are

caused by the willful or negligent acts or omissions of the Buyer.

THIS INDEMNITY SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

13. Waiver of Damages, Limitation of Liability. SELLER SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE, TO BUYER FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, DELAY OR LOSS OF BUSINESS ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER OR THESE TERMS AND CONDITIONS OR THE BREACH THEREOF, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY PURCHASE ORDER OR THESE TERMS AND CONDITIONS SHALL IN NO SINGLE CASE, OR IN THE AGGREGATE, EXCEED THE AMOUNTS PAID BY BUYER TO SELLER DURING THE YEAR PRECEDING SUCH EVENT GIVING RISE TO SELLER'S LIABILITY. ANY CLAIMS BROUGHT HEREUNDER MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

14. United States Government - RESTRICTED RIGHTS. Equipment, Product, and software and documentation related thereto acquired with United States Government funds or intended for use within or for any United States federal agency are provided with RESTRICTED RIGHTS in accordance with Federal Acquisition Regulation (FAR) 52.227-19 or as set forth in the particular department or



agency regulations or rules or particular contract which provides Seller and its suppliers equivalent or greater protection.

15. Export Control. Buyer agrees to comply with the United States Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and not to export or re-export or allow the export or re-export of any Product, technology or information it obtains or learns pursuant to its relationship with Seller in violation of any such laws, restrictions or regulations. Buyer shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the United States of the Product purchased from Seller to any location in compliance with all applicable laws and regulations prior to the delivery thereof by Buyer.

16. Improper Payments. With respect to any transaction arising from any Purchase Order or these Terms and Conditions, Buyer agrees not to make any illegal offer or make, or commit to the making of, a transfer of anything of value (in the form of compensation, gift, contribution or otherwise) to any employee, representative, person or organization in any way connected with the Seller or any customer of the Seller. Nothing in this Section is intended to prevent ordinary and reasonable business entertainment or gifts not of substantial value, customary in local business relationships and not violative of law as applied in the relevant jurisdiction.

17. Termination for Default. Either party may terminate this Order upon ten (10) days written notice to the other in the event that a material breach of this Order is not cured by the breaching party to the reasonable satisfaction of the notifying party within such notice period.

In the event of a termination by Seller under this provision, Buyer shall accept delivery of and promptly pay for, at the Order Line Item Prices, all Products which have been completed by Seller (exclusive of any required final inspection or acceptance testing) as of the effective date of the termination. In addition, Seller will submit a final invoice to Buyer for termination settlement cost to be paid to Seller by Buyer. Such termination settlement costs shall include all direct and indirect costs incurred by Seller in

performance of the terminated Order, including, without limitation: (1) all costs for materials received and accepted by Seller under this Order; (2) all work-in-process under this Order; and, (3) those special costs associated with the administration and close-out of vendor/supplier lower-level subcontracts and purchase orders, including any costs for non-cancelable materials to be received by Seller under this Order. Seller shall also be entitled to and receive, as part of such termination settlement costs, a profit of ten (10%) percent of the amounts determined under (1), (2), & (3) immediately above.

18. Quality Assurance. Seller hereby represents that all work performed under this Purchase Order shall be in accordance with Seller's ISO9001 and AS9100 Registered Quality System, including any required FAA and/or U.S. Government regulations.

19. General Provisions.

19.1 Assignment. Neither party hereto may assign its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that Seller may, upon thirty (30) days notice, assign any or all of its rights or obligations without the prior written consent of Buyer to an entity that controls or is controlled by, or is under common control with Seller. Any purported assignment in violation of this covenant shall be null and void.

19.2 Confidentiality and Proprietary Information. Seller may, in connection with this Order, disclose to Buyer information considered to be confidential and/or proprietary information of Seller ("Proprietary Information"). Information shall be considered Proprietary Information if clearly marked "Confidential" or "Proprietary" or the like or if the disclosure is oral, at the time of disclosure. Buyer shall protect Seller's Proprietary Information with at least the same degree of care that it regularly uses to protect its own Proprietary Information from unauthorized use or disclosure, but in no event with less than reasonable care. Seller shall retain all rights, title and interest in any deliverable data and intellectual property related to the Products delivered to Buyer under this Purchase Order. No rights or licenses under intellectual property,



patents, trademarks or copyrights are granted or implied by any disclosure of Proprietary Information. The obligations of confidentiality imposed by this Agreement shall not apply to any Proprietary Information that: (a) is rightfully received from a third party without accompanying markings or disclosure restrictions; (b) is independently developed by employees of Buyer who have not had access to such Proprietary Information; (c) is or becomes publicly available through no wrongful act of Buyer; (d) is already known by Buyer as evidenced by documentation bearing a date prior to the date of disclosure; or, (e) is approved for release in writing by an authorized representative of Seller. Buyer shall, upon completion of this Purchase Order, return to Seller all Proprietary Information disclosed under this Purchase Order. Notwithstanding the foregoing, Seller may, at any time, request the return of any or all Proprietary Information disclosed under this Purchase Order and Buyer shall comply with such request within ten (10) business days from receipt of such request. Cancellation, termination or expiration of this Purchase Order shall not relieve Buyer of its obligations under this Confidentiality and Proprietary Information Section.

19.3 Governing Law, United Nations Convention on Contracts for the International Sale of Goods, Waiver of Sovereign Immunity, Uniform Computer Information Transactions Act. Any Purchase Orders and these Terms and Conditions shall be governed by and construed under the laws of the State of New York, United States of America, without regard to principles of conflict of laws and as if these Terms and Conditions were applicable between parties domiciled within the State of New York. Each party agrees that any action or proceeding against it seeking any remedy arising out of these Terms and Conditions shall be brought only in a court that has jurisdiction over such dispute in the State of New York. The parties: (i) consent to the jurisdiction of such courts; and (ii) agree to waive jury trial. The parties specifically exclude and opt out of the United Nations Convention on Contracts for the International Sale of Goods and waive the requirements of formal service of process and agree to be served by express courier at their principal place of business. Buyer covenants that the transaction(s) contemplated by any Purchase

Order and these Terms and Conditions are commercial in nature and expressly and irrevocably waives any claim of sovereign immunity for itself and its assets in connection with any proceeding to enforce Seller's rights thereunder and hereunder, including, without limitation, immunity from the jurisdiction of the courts of the United States, immunity from service of process, and immunity of any of their assets from pre- or post-judgment attachment or execution. The parties specifically acknowledge and agree that the Uniform Computer Information Transactions Act does not apply to any Purchase Order or these Terms and Conditions.

19.4 Entire Agreement, Integration, Conflicts, Inconsistencies. Any Purchase Order, together with these Terms and Conditions (including any Addendums) set forth the entire understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of these Terms and Conditions shall be effective unless in writing signed by both of the parties hereto. Any conflicts or inconsistencies between the provisions of these Terms and Conditions and any Purchase Orders shall be resolved in favor of and shall be governed by these Terms and Conditions. The remedies stated herein are cumulative and are in addition to and not in lieu of any other remedies at law or in equity and may be enforced concurrently from time to time.

19.5 Force Majeure. Neither party shall be deemed in default of these Terms and Conditions to the extent that performance of its obligations (except for payment obligations), or attempts to cure any breach are delayed or prevented by acts or occurrences beyond the reasonable control of such party, including without limitation acts of civil or military authorities, any law, order, direction, regulation, ordinance, action of any governmental authority, embargoes, epidemics, fires, flood, tornadoes, hurricanes, earthquakes, unusually severe weather conditions, volcanic action, storm, other environmental disturbances, wars (whether declared or not), riots, insurrections, civil disturbances, explosions, nuclear accidents, threats or acts of terrorism or similar acts, electrical power surges or failures, work stoppages or slow downs, acts of God, vandalism, other similar catastrophe, national



emergencies, strikes, lockouts, inability to secure products or services of other persons, curtailment of transportation facilities, acts of transportation carriers, governmental travel advisories or prohibitions, (individually or collectively, a "Force Majeure"), provided that such failure to perform is not caused by the negligence or willful act(s) of the non-performing party and provided that the party whose performance will be delayed by such events will use (i) reasonable efforts to notify the other promptly of its becoming aware of the occurrence of such an event, and (ii) reasonable efforts to continue to so perform or cure. Such party whose performance has been delayed by an event of Force Majeure will also provide prompt notice to the other party of the cessation of such event.

19.6 Legal Expenses. The prevailing party in any legal action brought by one party against the other and arising out of purchases subject to these Terms and Conditions shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

19.7 Language. These Terms and Conditions may have a translation; however, the English version of these Terms and Conditions shall be used as the controlling document to construe and interpret the obligations of the parties and the current usage of the English language in the United States of America shall be used in construing or interpreting these Terms and Conditions.

19.8 Independent Contractors. The relationship of Seller and Buyer established by these Terms and Conditions is that of independent contractors, and nothing contained herein shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Buyer to create or assume any obligation on behalf of Seller for any purpose whatsoever. All financial obligations associated with Buyer's business are the sole responsibility of Buyer. All sales and other agreements between Buyer and its customers are Buyer's exclusive responsibility

and shall have no effect on Buyer's obligations under these Terms and Conditions. Buyer shall be solely responsible for, and shall indemnify and hold Seller free and harmless from, any and all claims, damages or lawsuits (including Seller's attorneys' fees) arising out of the acts of Buyer, its employees or its agents.

19.9 Severability. If any provision or provisions of these Terms and Conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.