



## PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions, together with the item, quantity, delivery, and similar terms and any Specifications, details, and instructions specified or specifically incorporated by reference on the face of each accepted purchase order ("Order") issued pursuant hereto, constitute the entire agreement ("Contract") between the buyer named in the Order ("Buyer") and the seller, lessor, or licensor named in the Order ("Seller") for the sale, lease, license or provision of Seller's tangible and intangible goods, services, or other items ("Items"), superseding all prior communications and agreements. Seller's acceptance of each Order and, if an Order follows a previous quotation or offer from Seller, Buyer's acceptance of such quotation or offer will in each case be limited to and expressly conditioned upon Seller's assent to the Contract terms, and Seller will be bound by the Contract upon delivery of its order acknowledgement, commencement of delivery or production of Items, or any other act constituting legal acceptance, even if such acceptance purports to state terms or conditions additional to or different from those herein. Neither the Order nor Buyer's acceptance of Items will constitute acceptance or confirmation of any different or additional terms or conditions (preprinted or otherwise) proposed or referenced by Seller in its quotation, sales documentation, on its website, or otherwise, all of which are hereby expressly rejected by Buyer, and Buyer will have no obligation to separately reject or object to such terms, the Contract between the parties being expressly limited to the terms as set out in the Order and herein. Any modification requires a separate negotiated agreement signed by an authorized officer of Buyer.

**PRICES.** All prices are FCA Destination (Incoterms 2010), freight and insurance prepaid, in U.S. Dollars. Unless otherwise required by law, prices include all applicable federal, state, and local taxes and duties, it being agreed that, unless otherwise stated in the Order, all Items are for remanufacture or resale and exempt from sales tax. Any taxes Seller is required by law to collect and that are not covered by an applicable exemption will be separately stated on Seller's invoice. Seller warrants that the prices charged are competitive with those offered to other purchasers, and if Seller at any time sells or offers Items to another purchaser for a lesser price, Seller will reduce its price to Buyer correspondingly. No additional charges (e.g. boxing, loading, handling, storage, or insurance) will apply, and no price increase by Seller will be effective unless specifically agreed to in advance by Buyer in writing.

**DELIVERY.** Requested delivery dates will be stated in each Order and when accepted by Seller are firm. Items will be inspected and appropriately packaged in accordance with Specifications and good industry practice to ensure arrival free from damage or deterioration and permit storage under normal conditions without detrimental effects and to comply with Buyer's packaging specifications and all applicable laws and regulations including the Department of Transportation Hazardous Materials Regulations. Each Package must be legibly marked on the outside with Buyer's part number and quantity and include a packing slip specifying the applicable Buyer Order number, part number(s), quantity, and date code (where applicable), with each date code segregated by container. All shipments are FCA Destination (Incoterms 2010) to the ship to address specified in the Order. Title and risk of loss will transfer upon delivery and acceptance, as evidenced by authorized Buyer signoff. Buyer is not responsible for freight costs unless specified in the Order, in which case Buyer's designated carrier and shipping method must be used. Over shipments, including minimum requirements without advance agreement, or deliveries more than five days in advance of scheduled delivery dates are at Seller's risk, and Buyer at its option may retain any or all such Items (with invoicing deferred until scheduled delivery date) or reject and return them at Seller's expense. Buyer will not be liable for Seller's commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the acknowledged delivery schedule, and Seller is authorized to manufacture only up to the quantities shown in Buyer's authorized releases.

**ACCEPTANCE & PAYMENT.** Buyer will accept ordered Items unless notice of rejection is given within a reasonable time (which Seller agrees shall be not less than 90 days from receipt of goods or ten (10) business days from completion of services). Rejection may be by individual unit or by lot, and Seller's delivery of nonconforming goods will entitle Buyer to terminate the balance of that particular Order. Acceptance does not constitute a waiver of any of Seller's warranties or Buyer's rights, and any acceptance of nonconforming deliveries will not constitute a waiver of Buyer's right to require that further deliveries be in accordance with the Contract, to require correction of any non-conformance, or to pursue damages therefor. If any defect or non-conformity is not apparent on examination, resulting in deterioration of final product, Buyer may return such Items for replacement upon discovery of the defect. Following delivery, Seller will provide a complete and correct invoice for each shipment. If any invoice fails to match the applicable Order in regard to price, quantity, revision, delivery terms, or otherwise, the Order will prevail. Payment will be made in full within 90 days of receipt of the goods/services and Buyer shall be entitled to a 2% discount for payments made within 60 days of receipt of goods or services. No C.O.D. orders or drafts will be accepted. Payment by Buyer does not constitute acceptance and is subject to appropriate adjustment for any failure of Seller to meet the requirements of the Contract. Buyer may withhold payment of any amount it may reasonably dispute in good faith until such dispute is resolved and may set off against amounts owed to Seller any amounts owed by Seller or its affiliates to Buyer.

**DELAYS.** Seller acknowledges that Buyer's production and delivery schedules are established in reliance upon the delivery dates specified in its Orders; accordingly, time is of the essence, and Seller, without additional charge, will take all reasonable steps, including without

limitation expedited shipment, to ensure delivery in accordance with the acknowledged schedule. If delivery is not timely made, Seller will be responsible for any costs, penalties, or damages sustained by Buyer as a result of Seller's delay, including costs of cover.

**CHANGES.** Buyer may reschedule an Order in whole or in part, without penalty, by written notice at any time prior to shipment or commencement of services, and may request changes in type or quantity of Items ordered, delivery requirements, specifications, drawings, or other requirements of an Order upon reasonable notice by written or electronic communication. If Seller is unable to accept any requested change, or if any change requires an increase in the cost of the Items or time required for delivery, Seller must notify Buyer within three (3) business days and an equitable adjustment will be made as mutually agreed; otherwise, Seller will promptly commence all changes as specified. Seller shall inform Buyer of any proposed change in design, material or process relating to the Items or performance of services that may affect form, fit, function, composition, safety, reliability, serviceability, performance, interchangeability, or regulatory compliance prior to implementation of such changes. Supporting data, if any, shall be sent to Buyer for evaluation, Buyer's written approval of such proposed change must be obtained by Seller prior to implementation of the change for any Items supplied to Buyer.

**CANCELLATION.** Orders may be cancelled by Buyer in whole or in part (a) for cause and without penalty, if Seller fails to deliver Items in a timely manner and in conformance with Specifications or otherwise breaches or fails to perform its obligations under the Contract, suspends or ceases business or production, becomes insolvent, makes an assignment for the benefit of creditors, or enters bankruptcy, receivership, liquidation or similar procedures; or (b) without cause, if written notice of cancellation is provided at least five (5) days prior to shipment of goods or commencement of services (or any shorter lead time agreed by the parties). If cancellation is without cause, Buyer will pay a cancellation charge equal to Seller's actual and reasonable documented costs of Items fully or partially completed to fulfill the cancelled Order(s) prior to receipt of the cancellation notice (excluding interest and overhead) that cannot be used to fulfill other orders, not to exceed the prorated portion of the Order(s) cancelled. Under no circumstances will Buyer be liable for prospective profits or other indirect, incidental, or consequential damages, including but not limited to lost profits, loss of income or revenue nor will such charges include charges for any tooling or general purpose equipment. Seller must use reasonable efforts to mitigate the amount of damages claimed and must submit its claim, supported by appropriate receipts, within 30 days following receipt of the cancellation notice. All materials and completed or partially completed Items for which payment is made will be the property of Buyer and held or delivered in accordance with its instructions. If cancellation is for cause, Buyer may exercise all remedies under the Contract or at law, and may either take possession of Items in any stage of completion without judicial process, complete (or contract for completion of) performance, or procure replacement products upon such terms as it deems reasonable, with Seller liable for any excess costs incurred. Amounts owed to Buyer will, at its option, either be credited against current invoices or paid by Seller to Buyer within thirty (30) days.

**QUALITY ASSURANCE.** All Items must be provided in strict conformance with all instructions, specifications, samples, drawings, descriptions and requirements in the Contract or, if none are so specified, with Seller's standard specifications (as applicable, "Specifications"). Seller will provide and maintain adequate quality and inspection systems covering the Items and related materials, processes, tooling, and workmanship, including without limitation appropriate incoming and periodic inspections to identify any damage or non-conformance, and will ensure that prompt corrective actions are taken to address any discrepancies found. Seller will maintain adequate authenticated inspection and test documents for all work performed and will make its regulatory submissions, quality systems documentation, and similar compliance and other records relating to the Items available for review and audit by Buyer, its customers, and

applicable regulatory authorities for a period of not less than 5 years following performance of each Order. Seller will not assign, delegate, or subcontract any of its rights or duties under the Contract without Buyer's prior written consent. Seller will inform Buyer promptly and take prompt action to remedy or otherwise address in a timely manner any problems, concerns or suggestions associated with the Items, and will defend, indemnify, and hold harmless Buyer, its affiliates, agents, contractors, customers, successors and assigns, from any and all claims, demands, costs, losses, actions, suits, proceedings, damages, investigations, expenses (including without limitation court costs and reasonable attorneys' fees) arising out of or relating to the design, quality or condition of, or any defect in, the Items supplied hereunder.

**TESTING & INSPECTION.** All Items, and all tooling, equipment, materials, and supplies for their manufacture, may be inspected and tested by Buyer, its customers, higher tier contractors, and the U.S. Government at all reasonable times and places, including during manufacture or performance. Claims by Buyer that Items are not in the quantity ordered, or are defective, inferior in quality, or otherwise not in conformity with Specifications will be communicated to Seller within a reasonable time after discovery, and Buyer will have the right to reject or revoke acceptance of all nonconforming Items, by individual Item(s) or by lot, and require that Seller promptly replace or correct the same at Seller's expense, including freight charges. If Seller fails to do so within a reasonable time, Buyer in its discretion may exercise any and all available remedies under the Contract or applicable law. Inspection or failure to inspect does not constitute a waiver of any of Seller's warranties or Buyer's rights.

**SITE WORK.** If any Items involve operations by Seller on the premises of Buyer, its affiliates, customers, or end users, Seller will conduct such operations to minimize interference with operations at the site, will comply and cause its personnel, contractors, officers, representatives, and agents ("Representatives") to comply with all applicable workplace procedures and health, safety and environmental requirements, and will take all necessary precautions to ensure that all work is carried out in a safe and proper manner so as to prevent injury to persons or property. Seller will be responsible for the acts and omissions of its Representatives and for any injury to persons or property that occurs during the performance of work or services for Buyer.

**WARRANTIES.** Seller acknowledges that Buyer is relying on Seller's skill and judgment in providing goods and services suitable for Buyer's intended use. In addition to any other express or implied warranties, Seller warrants that (a) all Items, including all goods and all materials, procedures, and equipment used in the performance of services, will be of good quality, free from defects (including latent defects) in design, materials, and workmanship and suitable for their intended use or purpose; (b) all services will be timely and diligently performed in a good and workmanlike manner and in conformance with Specifications, and any professional services provided by Seller, if applicable, will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices; (c) all goods will be designed, manufactured, packaged, labeled, and delivered in conformance with Specifications, will be new and of merchantable quality and will not be used or made of refurbished materials unless approved in writing by Buyer; and (d) all Items will be delivered with good title, free from any liens, encumbrances or other obligations. Seller further warrants that the Items and their use do not and will not violate or cause Buyer to be in violation of any federal, state, or local law, regulation, rules, or order, or infringe or violate any third party patent, trademark, copyright, trade secret, or other intellectual property or proprietary rights. These warranties run to Buyer, its customers, resellers, distributors, and end-users, and will survive inspection, testing, acceptance and payment.

**REMEDIES.** If any Items are not timely delivered or fail to conform to the Contract or Seller's warranties, Seller will promptly replace or correct such Items at its expense, including freight charges for both returned and replacement items, and re-perform at its expense any non-conforming services, so that all Items conform to the Specifications and Contract requirements. Items repaired or replaced hereunder will be warranted and subject to inspection to the same extent as Items initially furnished. If Seller fails or is unable to do so, Buyer, in its discretion and in addition to all other remedies, may (i) by contract or otherwise replace or correct such Items at Seller's expense, (ii) accept the Items subject to a reduction in price reflecting the reduced value attributable to nonconformance; or (iii) effect a cancellation for cause, subject to credit or refund by Seller of Buyer's associated costs, including but not limited to costs of sorting, returning, and/or replacing non-conforming Items, and any penalties, costs, or damages arising from Seller's default and resulting production or delivery interruptions. Seller will defend, indemnify, and hold harmless Buyer, its affiliates, contractors, agents, customers, and end users, from and against all

claims, suits, damages, liabilities, losses, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of any breach by Seller of its obligations or warranties under this Contract, including but not limited to any claims for death, bodily injury, or property damage and/or costs of any recall or corrective action required as a result or arising out of any defect or alleged defect in the design, materials, or workmanship of Items, failure by Seller, its subcontractors, or any Items delivered hereunder to comply with applicable laws or regulatory requirements, or any negligent or willful acts or omissions of Seller, its employees, agents, contractors, or representatives in connection with the performance of this Contract or provision of goods or services hereunder. Failure or forbearance of Buyer to exercise any rights or remedies provided under the Contract or applicable law shall not affect or release the liability of Seller and shall not constitute a waiver of any such rights or remedies, nor shall any single or partial exercise of any power or right hereunder preclude any other or further exercise thereof or the exercise of any other power or right.

**INTELLECTUAL PROPERTY.** Seller will not infringe any copyright, patent, trade mark, or other intellectual property rights of Buyer or any third party, and will pay all royalties or license fees due with respect to the Items or any part thereof. If any Items furnished to Buyer become the subject of a claim of infringement or misappropriation of third party rights, Seller, at its expense, will either procure for Buyer and its customers the right to continue using the Items, replace or modify them so that they are non-infringing, or refund Buyer's full purchase price. If any action, suit, proceeding, arbitration, or other claim is brought by a third party alleging that the Items or their sale, distribution, or use infringes or violates any copyright, patent, or trademark or misappropriates any trade secret or confidential or proprietary information of a third party, Seller at its expense will defend or settle such claim, and will pay and hold harmless Buyer, its affiliates, contractors, agents, customers, and end users, with respect to all damages, liabilities, losses, costs, and expenses, including without limitation reasonable attorneys' fees and expenses. The foregoing will not apply to any claim, suit or proceeding based solely on designs or intellectual property provided and owned by Buyer.

**SUPPLIES, REPAIR PARTS.** Seller at its expense shall furnish, inspect, maintain and repair all patterns, tools, dies, gauges and/or fixtures associated with the manufacture of Items in accordance with good industry practice. If the Items purchased constitute components used in Buyer's products, Seller will use best efforts to make such Items available for purchase for a period of five years after they are discontinued on current models produced by Buyer, and for an additional period of three years, repair or replace such goods as are returned by Buyer. If Seller is required, due to circumstances outside its control, to discontinue the supply of any Item, Seller will provide Buyer with twelve (12) months' advance written notice, and Buyer will have the opportunity to make one or more final bulk purchases at the most recent agreed price.

**INSURANCE.** Seller will maintain at all times workers' compensation, comprehensive general liability (including products/ completed operations and contractual liability), automobile, public liability, professional errors and omissions (if applicable), property damage and other appropriate insurance in accordance with good industry practice and in amounts sufficient to cover its activities and obligations under this Contract (in amounts not less than \$2,000,000 (or higher amounts as required by law) unless lower levels are agreed to by Buyer) with carriers acceptable to Buyer and rated by A.M. Best at or above A-. Upon Buyer's request, Seller will name Buyer as an additional insured. All such insurance will be primary coverage and Seller waives, and will cause its insurers to waive, all rights of subrogation against Buyer. Seller shall provide certificates of insurance showing such coverage prior to performing any work at Buyer's premises or promptly upon Buyer's request. All certificates of insurance will provide for 30 days' notice to Buyer if the described policies are cancelled or materially modified before the expiration date stated on the certificate.

**BUYER PROPERTY.** All confidential and/or proprietary information regarding Buyer, its business, products, customers, and requirements; all designs, drawings, Specifications, software, molds, dies, tooling, equipment, processes, materials, and technical, engineering, or other data and/or information that are furnished to Seller by Buyer or developed at Buyer's expense; and all related intellectual property and proprietary rights (collectively, "Buyer Property") are and will be the exclusive property of Buyer and may not be reproduced, copied, or used except as strictly required to fulfill Buyer's Orders. Standard goods manufactured by Seller and sold to Buyer without being designed, customized, or modified for Buyer and related standard designs, Specifications, software, processes, and tooling do not constitute Buyer Property. Buyer Property and any product or service purchased hereunder shall be deemed to be work-for-hire made pursuant to a

written instrument exclusively for Buyer. To the extent that any Buyer Property, product or service purchased hereunder is not considered a work-for-hire or Seller retains any rights therein, Seller agrees to and hereby grants, assigns and conveys to Buyer all of its right, title and interest, if any, and in all copyrights and other intellectual property rights, including the sole right to sue for infringement thereof. Seller irrevocably waives any claim or rights to any Buyer Property and agrees to protect and hold the same in trust for the benefit of Buyer, to limit access thereto to its Representatives having a need therefor to fulfill Buyer's Orders, and to protect and safeguard the same against loss, damage, or unauthorized use or disclosure, and to deliver the same to Buyer at any time upon its request. Seller agrees to take any actions or execute any documentation reasonably requested to confirm and perfect Buyer's rights in Buyer Property or to seek protection therefor. To the extent Seller fails to do so, Seller hereby appoints the officers and counsel of Buyer as its attorney in fact to execute documents and take actions on behalf of such party and its Representatives, successors and assigns for such limited purposes, which appointment is a power coupled with an interest. All Buyer Property, and all products, parts, or other items manufactured, developed, or produced utilizing Buyer Property, will be supplied and used solely for the benefit of Buyer and not for the benefit of Seller or third parties. Seller acknowledges that any breach of this Section may cause Buyer irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Buyer to prevent any violation.

**COMPLIANCE WITH LAWS.** Seller warrants that all Items supplied to Buyer are designed, produced, packaged, labeled, transported, and furnished and all services and work are performed in compliance with all applicable federal, state, and local laws, regulations, rules, codes, and requirements, including without limitation the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, and the standards, rules and regulations thereunder, the provisions of 41 C.F.R. Parts 60-2 and 60-20, concerning affirmative action programs and discrimination guidelines, and all other applicable laws, regulations, and requirements pertaining to (a) fair labor practices, non-discrimination, workers' compensation, unemployment compensation, and immigration reform and control; (b) payment and withholding of income and other taxes, (c) export control and regulation, including without limitation the requirements of the International Traffic in Arms Regulations and the U.S. Export Administration Act, (d) the U.S. Foreign Corrupt Practices Act ("FCPA"), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and similar anti-bribery laws and requirements, and (e) applicable health, safety and environmental standards and requirements. Without limiting the foregoing, Seller will comply and ensure compliance by its Representatives with applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, human trafficking and slavery, environmental protection, sustainable development, bribery and corruption, and will ensure that no Items are manufactured or handled by child, indentured, forced, or prison labor. It is Buyer's strict policy and intention at all times to be in compliance with the FCPA and other applicable laws, and Seller acknowledges that Buyer's Orders are conditioned upon Seller's representations and warranties herein. Any action by Seller or its agents determined in good faith by Buyer to be in contravention of the FCPA or other applicable law shall result in termination of this Contract.

**HAZARDOUS SUBSTANCES.** Seller certifies that Items will not be or include any misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substances Act, that all chemical substances therein will be reported in compliance with all applicable inventory reporting requirements under the Toxic Substances Control Act, and that Seller will comply with the Federal Clean Air Act in regard to ozone depleting chemicals including, without limitation, appropriate marking of any part of Items in which CFC Class I ozone depleting chemicals are used. Seller will notify Buyer whenever it has reason to be aware of any harmful ingredients or defects within or involving the Items and, when required by applicable law, will provide material safety data sheets covering the Items. Upon request, or whenever normally provided by Seller, Seller will provide certificates of analysis covering the Items. Seller shall, upon request, furnish Buyer a certificate as to the warranties and certifications set forth in this Section.

**CONFLICT MINERALS.** Buyer is committed to being Democratic Republic of the Congo ("DRC") conflict free in the procurement of materials used in its products and has reporting obligations through its publically traded parent company to disclose whether products it manufactures contain certain "conflict minerals" (cassiterite, wolframite, columbite-tantalite, gold or derivatives) originating from the DRC or an adjoining country. Seller agrees to adopt and implement policies, due diligence

frameworks, and management systems to ensure that minerals used in any goods supplied to Buyer are conflict-free and to timely provide, upon Buyer's request and in a requested format, certain data concerning its supply chain that may be needed for applicable reporting obligations.

**GOVERNMENT CONTRACT.** If the Items covered by an Order are in pursuance of fulfilling a contract with the U.S. Government, Seller agrees that the Order and Seller's provision of Items (and all subcontracts issued by Seller with respect thereto) will be subject to the provisions of the Renegotiation Act of 1951 and regulations enacted thereunder, as applicable, including all provisions and regulations with respect to elimination of excessive profits through negotiation, and Seller will ensure compliance with all applicable Government laws and regulations relating to non-discriminatory hiring, wage rates and other subjects pertinent to Seller's subcontract goods or services, and all terms and regulations associated with such acts, as well as all applicable flow-downs as specified in the Order. To the extent applicable, Company incorporates by reference 29 CFR Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54. Seller certifies that it maintains no segregated employee facilities as provided in 41 C.F.R. Section 60-1.8, and will comply with all applicable requirements of 38 U.S. Code 4212, Executive Orders 11246, 11375, 11758 and 12086, amended and other applicable laws and Executive Orders relating to equal opportunity for employment on government contracts. Seller shall provide evidence of the foregoing compliance upon request. If the Government should terminate the contract work, Buyer reserves the right to cancel Order by written notice to Seller. All claims and demands of Seller arising from such cancellation shall be adjusted and paid upon the same terms, conditions and settlements as the claims and demands of Buyer are adjusted and paid by the Government following such termination. Seller agrees that the Comptroller General of the United States shall, until the expiration of three years after final payment under the prime contract with the Government, have access to and the right to examine any pertinent books, papers and records of Seller invoicing the performance of or transactions relating to this Order.

**Non-Compete and Non-Solicit.** If Seller has received any confidential and/or technical information from Buyer, then for a period of two years from the date Seller no longer has a relationship with the Buyer, Seller shall not (a) directly or indirectly engage or assist others in any enterprise that is competitive with the Buyer's business; (b) either alone or in association with others, solicit, divert or take away the business or patronage of any of Buyer's clients or customers who were provided goods/services by Buyer during the 12-month period prior to the cessation of Seller's relationship with Buyer; and/or (c) either alone or in association with others, solicit or induce any Buyer employee to terminate his employment with Buyer.

**GENERAL PROVISIONS.** The Contract and all transactions or disputes relating to Items supplied thereunder will be governed by and construed in accordance with the laws of the State of Delaware and the United States of America, without giving effect to any conflict of law provisions thereof unless Buyer's registered office is outside of the USA, in which case the laws of the country of Company's registered office shall apply. All disputes arising from or relating to the terms of this PO shall be submitted exclusively in the USA and to the state or federal court for the district or county/parish which embraces the Buyer Address, and you agree to submit to the jurisdiction of such courts. However, if Buyer's registered office is outside of the USA, the competent court shall be that of the place of Company's registered office. You waive any objection based on forum non-conveniens and any objection to venue of any action instituted hereunder, The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions will be inapplicable. Any claim against Buyer, regardless of form, arising out of the Contract or related transactions must be brought within 2 years after the cause of action arises or performance is completed or terminated, whichever first occurs. Buyer's aggregate liability in damages or otherwise for any and all causes shall not exceed the purchase price allocable to the Order(s) giving rise to the claim. All provisions of the Contract are severable, and the unenforceability or invalidity of any term(s) or provision(s) will not affect the validity or enforceability of the remaining terms. Buyer is entitled to recover from Seller all reasonable attorneys' fees and costs incurred due to any Seller default. No course of dealing or failure by Buyer to exercise any right or insist upon strict compliance hereunder will constitute a waiver of Buyer's right to demand strict compliance. Any waiver must be in writing and signed by an authorized officer of Buyer, and will not constitute a waiver of any other or subsequent breach.