

TERMS AND CONDITIONS OF SALE

1. GENERAL: No binding contract of purchase/sale shall be affected until the Purchaser's order is accepted, in whole or in part, by Seller. Unless otherwise agreed to in writing signed by an authorized Seller representative, it is understood and agreed that all quotations and agreements specifically incorporate all of the following Terms and Conditions and are made solely on the basis of such Terms and Conditions. **PLEASE READ THEM CAREFULLY.**

These Terms and Conditions supersede all other terms, conditions, acknowledgments, or other provisions, whether express or implied, oral or in writing (including all previously distributed Seller price books). Any and all terms and conditions contained in any purchase order or other document (whether in hard copy or electronic form) received from Purchaser are hereby rejected by Seller and shall have no force or effect with respect to Purchaser's order(s).

2. PRICES: Orders will be entered with prices in effect at the time of receipt of the purchase order and are subject to the applicable scrap metal surcharge or weight adjustment, if any, in effect at the time of receipt of such order. All prices are subject to change without notice, and quoted prices are firm for thirty (30) days unless (i) the requested delivery date is one-hundred eighty (180) days or more from the date the order is received by Seller and/or (ii) Purchaser's specifications are changed after prices are quoted by Seller, in which, in either event, Purchaser agrees that Seller may adjust the price accordingly.

Unless otherwise agreed to in writing by an authorized Seller representative or unless quoted differently on the face of this form, all prices quoted are net, FCA Seller's facility Incoterms 2010. All prices and terms offered by Seller are and shall remain confidential.

All applicable orders are subject to surcharges in effect at time of shipment.

Metal Surcharge: Unless specific metal surcharges are detailed on the quote, the following language shall apply:

For goods in which metal content is used as part of the production process, the price shall be subject to adjustment, at the beginning of each month, for a scrap metal surcharge on a per pound basis. If applicable, scrap metal surcharges for ferrous and aluminum metals shall be calculated monthly, on a per pound basis, and compared to a baseline price as defined for these materials. If the average price of the base period is greater than the average price of the immediately preceding thirty (30) day period, no adjustment shall be made.

3. ORDER MODIFICATION OR CANCELLATION BY PURCHASER PROHIBITED: Cancellations or changes are by the Seller's prior written consent only, and any such cancellation or change, even if consented to by Seller, is subject to a payment of cancellation charges or other equitable adjustment to cover any increased cost or expense or loss of profit thereby incurred by Seller. Without limiting the foregoing, any request for a decrease in scheduled quantities must be received by the Seller in writing at least one-hundred eighty (180) days prior to the scheduled delivery date. Thereafter, no reduction in quantity will be permitted and payment in full must be made for the full quantity scheduled. No cancellation fee shall be imposed if Seller materially breaches its obligations under these Terms and Conditions. However, in such event, Purchaser must notify Seller of any alleged material breach in writing within twenty (20) days after the date such alleged breach has occurred, or it waives its right to cancel the order.

4. TERMS OF PAYMENT: Unless otherwise determined in Seller's sole discretion in writing, all invoices shall be rendered when goods are shipped and are due and payable net thirty (30) days from date thereof. Purchaser reserves the right to require payment upon order if Purchaser, in its sole discretion, is unsatisfied with Seller's creditworthiness.

Purchaser shall have no right of setoff or to retain payment on account of any claim that it may have against Seller or its affiliates. For each thirty (30) days, or part thereof, that an invoice remains overdue, Purchaser agrees to pay interest charged on the unpaid balance at a rate of two percent (2%) per month (but not in excess of the maximum rate allowed by law).

If Purchaser fails to make any payment when due, in addition to all other sums payable hereunder, Purchaser agrees to pay to Seller the reasonable costs and expenses incurred by Seller in connection with all actions taken to enforce collection or to preserve and protect Seller's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses.

Partial shipments may be made at Seller's option. If all items are not shipped on the same date, pro rata invoices shall be rendered. If engineering design is part of the order, Seller, at its option, may require monthly progress payments.

If Purchaser is responsible for any delay in shipment exceeding one business day, Purchaser agrees that: (i) the date of completion of goods may be treated by Seller as the first day of the payment term calculation and (ii) completed goods shall be held at Purchaser's sole risk and expense, and Seller shall have the right to invoice Purchaser for reasonable storage and insurance expenses.

5. TAXES: Prices *exclude* all duties, taxes or other governmental charges, which now are, or hereafter may be, imposed upon the sale or use of the goods. All such duties, taxes or other charges paid by Seller shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes or other charges should be plainly designated on the face of orders placed with Seller and accompanied by exemption certificates where required.

6. DELIVERY: SHIPMENT, DELIVERY AND INSTALLATION DATES ARE ESTIMATED DATES ONLY and, unless otherwise specified, are calculated from the later of: (i) the date of Seller's order acknowledgement or, (ii), if applicable, the date of receipt by Seller from Purchaser of complete technical data and approved drawings. Seller may deliver any or all of the order in advance of the estimated delivery date. In the absence of definite shipping instructions sent by the Purchaser with its order, Seller reserves the right, but does not have the obligation, to ship all goods, upon completion, by any common carrier deemed satisfactory by Seller.

The date of delivery is the date of delivery in accordance with the applicable shipping term, and as of such delivery, risk of loss is transferred to Purchaser. If no shipping term is stated in the quote or order acknowledgement, the shipping term shall be FCA Incoterms 2010. Claims for errors or shortages in shipments must be submitted to Seller, with adequate documentation and support, within fifteen (15) days after receipt.

In estimating dates of delivery and installation, Seller has not made any allowance and shall not be liable directly or indirectly, for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, war, terrorism, failure or delay in obtaining

materials or manufacturing facilities, system downtimes, power outages, computer failures, viruses, "hacking" or other intrusion by unauthorized third parties, acts of government, bad acts of the Purchaser, delays by suppliers or subcontractors, or any causes beyond Seller's reasonable control, weather, causes designated Acts of God or force majeure by any court of law, and, when such delays arise, the estimated delivery date shall be extended accordingly.

SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR PENALTIES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, RESULTING FROM LATE DELIVERY OR PERFORMANCE.

Notwithstanding any provision to the contrary, under no circumstances will Seller, or will Seller be obligated to, (a) deliver under the Incoterm DDP, (b) carry out any custom formalities for the import of the goods, and/or (c) otherwise take any action that would make Seller the importer of record of the goods.

7. REJECTION: If Purchaser rejects any goods supplied pursuant hereto, Purchaser must notify Seller in writing of such rejection within fifteen (15) days of delivery. Failure to make such notification shall constitute acceptance of goods and waiver of any such conditions. Upon receipt of a claim of rejection, Seller will designate a location at which the goods are to be inspected. Seller will not accept returned goods unless it has first given permission for such return. Defects or damage that do not impair the reasonable and intended operation of the equipment shall not be cause for rejection of such goods.

8. ORDERS IN ERROR: If Purchaser desires to return goods ordered in error, Purchaser must make such request in writing to the authorized Seller representative within fifteen (15) days of delivery. If Seller chooses to accept the return, Seller will advise Purchaser in writing of the conditions of the return, including, but not limited to, a restocking fee not to exceed twenty-five percent (25%) of the invoice value of the goods being returned, freight charges to be prepaid by the Purchaser, and a stipulation that such items must be in new condition. Credit to the Purchaser is dependent upon receipt of material, confirmation of count, and final inspection by Seller. All credits issued will be at the lower of the current or purchase price, less the aforementioned restocking fee. No goods which have been made specifically for Purchaser will be accepted for return under this Section 8. Returned goods must be accompanied by a packing slip showing in detail the list of the goods and the date of the letter authorizing their return.

9. RETURNS: All returns, regardless of the reason, must be accompanied by the current Return Material Authorization paperwork, as provided by Seller and completed by the Purchaser.

10. WARRANTY: All goods manufactured by Seller and sold hereunder are warranted to conform to Seller's published specifications (if applicable) and shall be free from defects in workmanship and material, under normal and proper use and service, for a period of one (1) year after shipment to original Purchaser. Under no circumstances will Seller warrant a consumable item. In addition, Seller may limit or deny any warranty on any other item or good in writing. Any adjustment or replacement by Seller of defective parts under this warranty shall not void the warranty or operate to extend the original warranty terms with respect to either replacement or original parts. Seller must be given an opportunity to make an investigation and inspection of any asserted defects, which must be reported promptly in writing within ten (10) days of discovery and no later than ten (10) days after expiration of the warranty period.

Seller's limited warranty is strictly limited to repairing or providing a replacement item or part, free of charge FCA Seller's facility Incoterms 2010, for any such good that Seller confirms to be

defective in material or workmanship within the applicable warranty period stated above; provided that Purchaser promptly provides written notice to Seller of such defect, returns such item to Seller, transportation charges prepaid and in packaging marked on the outside with “warranty” and “repair” and accompanied with a copy of the original invoice and a detailed report of the defect. Purchaser shall comply with Seller’s storage and handling procedures, which may include a stipulation that all goods supplied should be stored indoors. Failure to do so may void any warranty claims.

DISCLAIMER: Purchaser understands and agrees that Seller does not warrant and shall not be liable or responsible in any manner (a) for or with respect to any product, item or design used by Purchaser or its employees, representatives or agents under conditions that vary materially from those under which such product, item or design is intended to be used; (b) for any damage or failure to operate properly due to misuse, neglect, accidents, damage, other abuse, abrasion, corrosion, deterioration, improper maintenance, alteration or the influence of foreign matter or energy; and (c) for the suitability or operation of a product, item or design in an application of Purchaser’s choosing or a system of Purchaser’s design. All warranties herein shall be void as to any product, item or design that has been repaired or tampered with or attempted to be repaired by anyone other than Seller personnel. Items of equipment and parts manufactured by others but furnished by Seller are warranted only to the extent of the warranty of the original manufacturer.

11. LIMITATION OF LIABILITY: THE FOREGOING LIMITED WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED BY STATUTE OR OTHERWISE. IN PARTICULAR, THE WARRANTIES HEREIN SPECIFICALLY EXCLUDE THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FUTUREMORE, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IF SOFTWARE IS PROVIDED UNDER THESE TERMS AND CONDITIONS, SELLER DOES NOT WARRANT THAT THE OPERATION OF SUCH SOFTWARE WILL MEET THE PURCHASER’S REQUIREMENTS OR WILL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY THE PURCHASER OR THAT OPERATIONS OF SUCH SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DATA STORED BY THE SOFTWARE WILL NOT BE LOST. SELLER SHALL NOT BE LIABLE FOR ANY COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LABOR EXPENSE, IN CONNECTION WITH THE REMOVAL OR REPLACEMENT OF AN ALLEGED DEFECTIVE ITEM OR ANY PORTION THEREOF NOR FOR ANY CLAIMS ARISING OUT OF THE SUPPLY OR USE OF ITEMS AND DESIGNS FURNISHED BY SELLER UNLESS OTHERWISE SPECIFIED HEREIN. PURCHASER FURTHER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE. PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, TORTIOUS CONDUCT, OR ANY OTHER CAUSE OF ACTION AGAINST SELLER SHALL BE THE REMEDY OF REPAIR AND/OR REPLACEMENT PROVIDED IN THIS SECTION 10. THE SELLER’S MAXIMUM AGGREGATE LIABILITY UNDER THIS CONTRACT, INCLUDING DAMAGES RESULTING FROM BREACH OF CONTRACT, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY OF LAW, SHALL BE LIMITED TO THE AMOUNT OF THE ORDER.

12. INTELLECTUAL PROPERTY INDEMNIFICATION; LIMITATION OF LIABILITY: (a) Seller shall indemnify Purchaser from claims, suits, or actions by third parties that any item, or part thereof, sold by Seller to Purchaser hereunder in and of itself infringes any United States patent, copyright, trademark or other intellectual property right, provided that Purchaser notifies Seller in writing of any such claim within thirty (30) days after Purchaser receives notice of the same and gives Seller authority, information and assistance (at Seller's expense) to dispose of such claim and to defend any suit that may be brought against Purchaser thereon. In such event, Seller shall, at Seller's expense, defend any such suit and satisfy or reimburse Purchaser for any judgment therein up to an amount not exceeding the purchase price of the infringing item except to the extent such judgment is attributable to Purchaser's actions or designs. If, in any such suit, an injunction is issued against the further use of such item or any part thereof, Seller shall, at Seller's option and expense, either procure for Purchaser the right to continue using such item, or shall (if Purchaser gives, at Seller's expense, such assistance as may be reasonably requested) replace the same with a non-infringing item or modify it so that it becomes non-infringing, or remove such item and refund the purchase price and the transportation and installation costs thereof less any depreciation as calculated on a five-year straight-line basis commencing with Purchaser's acceptance of such item. The foregoing expresses all of Seller's obligations and liabilities as to intellectual property and indemnification.

Purchaser shall indemnify Seller from claims, suits, or actions by third parties resulting from infringements of patents, copyrights, trademarks or other intellectual property rights arising from Seller's compliance with Purchaser's designs.

13. INSPECTION AND TESTS: Inspection of goods in Seller's plant by or on behalf of Purchaser shall be permitted provided that this does not interfere with production and the details of the proposed inspection are submitted to Seller in writing at least ten (10) days in advance. Goods and components thereof shall be tested in accordance with Seller's standard quality assurance procedures. If acceptable to Seller, additional tests requested by Purchaser will be conducted at Purchaser's expense.

14. SPECIAL JIGS, FIXTURES AND PATTERNS: Unless supplied by Purchaser, any jigs, fixtures, patterns, design engineering, and the like which are used for the preparation of Purchaser's order requirements, if applicable, shall remain Seller's property without credit to Purchaser. Seller shall have the right to discard and scrap such items after they have been inactive for one (1) year without credit to Purchaser provided that if the Purchaser supplied or paid for any of the materials associated with the item, Purchaser is given ninety (90) days' notice and the opportunity to buy such materials before discarding or scrapping.

15. RECORDS, AUDITS AND PROPRIETARY DATA: Unless otherwise specifically agreed to in writing by an authorized Seller corporate officer, neither Purchaser nor any representative of Purchaser, nor any other person, shall have any right to examine or audit Seller's accounts, books or records of any kind or matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which Seller, in Seller's sole discretion, may consider in whole or in part proprietary to Seller. Unless Seller otherwise agrees to in writing, Seller will not furnish any detail or ship drawings with any parts of the goods.

16. ASSIGNMENT: Purchaser shall not assign its rights under these Terms and Conditions or any agreement associated herewith without the express written consent of an authorized Seller representative.

17. NO WAIVER / SEVERABILITY: No failure by Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A determination of invalidity of any term or condition herein shall not invalidate any other provision and the remaining terms and conditions shall be given full force and effect.

18. GOVERNING LAW, JURISDICTION, VENUE: The Terms and Conditions and the agreement of the parties shall be deemed an agreement made under the laws of the Commonwealth of Pennsylvania, and for all purposes shall be construed and enforced in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws provisions, notwithstanding delivery by Seller in a state or country other than Pennsylvania USA. Any controversy which may arise between the parties with regard to validity, effectiveness, interpretation and enforcement of this Contract shall be submitted to arbitration under the American Arbitration Association in English under three (3) neutral arbitrators in Pittsburgh, PA. Any claim brought by Purchaser for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Purchaser and Seller expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

19. CONFORMITY: Use of the goods ordered from Seller may require Purchaser to comply with various international, federal, state or local laws, rules, regulations, safety codes including, but not limited to, railway industry standards including, but not limited to, those of the Association of American Railroads (“AAR”) and the Federal Railroad Administration (“FRA”) of the United States Department of Transportation or similar international entity. PURCHASER HEREBY ASSUMES SOLE RESPONSIBILITY FOR COMPLIANCE WITH SUCH INTERNATIONAL, FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, SAFETY CODES OR RAILWAY INDUSTRY STANDARDS (INCLUDING THE AAR AND FRA). PURCHASER HEREBY RELEASES SELLER AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCT ORDERED OR USED IN VIOLATION OF THE DICTATES OF ANY INTERNATIONAL, FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, SAFETY CODES OR RAILWAY INDUSTRY STANDARDS (INCLUDING AAR AND FRA).

20. DEFAULT BY PURCHASER: Time is of the essence of Purchaser’s obligations. Purchaser shall be conclusively deemed to be in default hereunder if, at any time or from time to time: (i) Purchaser fails to pay when due, whether by acceleration or otherwise, any amount now or hereafter owing to Seller; (ii) Purchaser fails to duly observe or perform any of the obligations of Purchaser, or breaches any of the covenants, terms or agreements herein or in any other agreement made between Seller and Purchaser; (iii) Purchaser commits or threatens to commit an act of bankruptcy or ceases or threatens to cease to carry on business as a going concern, or a proceeding in bankruptcy, receivership, insolvency, reorganization or winding-up is instituted by or against Purchaser or any of Purchaser’s property, or any compromise or arrangement between Purchaser or any of Purchaser’s creditors is proposed, or execution or other process of any court becomes enforceable against Purchaser or all or part of Purchaser’s property, or distress or analogous process is levied upon all or part of Purchaser’s property; (iv) if any representation or warranty by Purchaser herein or otherwise or any information provided at any time by Purchaser to Seller is false or misleading; (v) Seller, in good faith, believes and has commercially reasonable grounds to believe that the prospect of payment or performance is or is about to be

impaired or that the goods are about to be in jeopardy; or (vi) Purchaser fails or refuses to accept delivery of the goods in accordance with these Terms and Conditions. In addition, the Purchaser hereby authorizes an attorney to appear on Purchaser's behalf in any court and confess judgment in favor of Seller for the amount due plus court costs and reasonable attorney's fees. Purchaser hereby expressly waives the issuance of service of process and any exemptions from levy.

21. REMEDIES OF SELLER: Subject to any applicable statutory provisions, if Purchaser is in default hereunder then, in addition to any other right or remedy Seller may have (including, without limitation, those provided to a secured party under any applicable personal property security legislation) Seller may, with or without legal process, notice or demand, and without any liability whatsoever to Seller: (i) declare all amounts owing by Purchaser hereunder to be immediately due and payable; (ii) enter upon the property wherever the goods may be, take constructive possession or actual possession of, and remove, such goods selected by Seller as shall in its reasonable judgment have a value sufficient to satisfy Purchaser's indebtedness and obligations; (iii) deduct its expenses (including legal fees and costs on a full indemnity basis) incurred in enforcing and defending its rights and in repossessing, holding, repairing and disposing of the goods from the proceeds of disposition; and/or (iv) enforce payment of any deficiency which exists after all amounts owing by the Purchaser are deducted from the net proceeds of disposition. Seller's rights and remedies are cumulative and Seller may exercise or enforce any one or more of them successively or concurrently.

22. PURCHASER'S COVENANTS: Until the price of the goods and all amounts payable by Purchaser are paid in full, Purchaser covenants and agrees that, except as expressly consented to or agreed in writing by Seller, Purchaser shall: (i) keep goods free from all mortgages, charges, liens, encumbrances and security interests except for such in favor of Seller; (ii) keep the goods in good working order, condition and repair; (iii) not keep or use the goods in violation of these Terms and Conditions, any insurance policy or applicable law; (iv) keep accurate and complete records concerning the goods including maintenance logs; (v) permit Seller to access the goods; (vi) not sell, lease or transfer the goods or any interest therein; (vii) notify Seller of any change in Purchaser's name or address; (viii) for so long as amounts shall remain owing by the Purchaser to Seller, all proceeds from any sales or disposition of the goods realized by the Purchaser or an agent of the Purchaser, and all other proceeds received in respect of the goods, shall be held in trust by the Purchaser or such agent for Seller and shall on demand be forthwith paid to Seller.

23. EXPORT CONTROL: Purchaser acknowledges and agrees that any and all products, materials, technical data and services of any kind to be provided by Seller under these Terms and Conditions and any agreement entered into by the parties in connection with these Terms and Conditions are subject to U.S. export control laws, regulations and orders. Purchaser agrees to comply with all applicable export control laws, regulations and orders. Specifically, but without limitation, Purchaser agrees that it will not resell, re-export, transfer or ship, directly or indirectly, any products, materials or technical data, provided by Seller under these Terms and Conditions and any agreement entered into by the parties in connection with these Terms and Conditions, in any form, without obtaining any necessary export or re-export licenses. Purchaser further acknowledges and agrees that Seller immediately may unilaterally terminate its obligations to supply any products, materials, technical data or perform services under these Terms and Conditions and any agreement entered into by the parties in connection with these Terms and Conditions, without damages, penalties or liabilities of any kind, if at any time, the Seller becomes aware that any aspect of these Terms and Conditions and any agreement entered into by the parties in connection with these Terms and Conditions or related transaction may violate export control laws and regulations.

If any items, technical data or information provided by the Purchaser hereunder: (i) are classified on the Export Administration Regulations (“EAR”) Commerce Control list and/or (iii) are subject to the International Traffic and Arms Regulations (“ITAR”) controls (collectively (i) through (ii), “Controlled Items”), then Purchaser shall not provide such item, technical data or information to Seller until Purchaser first advises Seller of the Export Control Classification Number (“ECCN”) for each item on the Commerce Control list and/or those items that are subject to ITAR control (collectively the “Export Information”) via fax and e-mail, to the Seller; and Purchaser receives Seller prior written consent to receive any such identified items. Further, provided that Seller provides written consent to receive any such items, Purchaser shall also provide the Export Information for each item to Seller at the time of transfer of such item to Seller as well. If Seller is not informed in writing before Seller’s signature of an agreement and/or its acceptance of a purchase order that the underlying transaction shall include Controlled Items, then Seller, in its sole discretion and without any penalty, may terminate such agreement and/or purchase order. Seller shall not be liable for any for any damages of any kind for delay in or failure to perform under any agreement resulting from or in connection with Seller’s failure or inability to obtain any required export license, authorization or registration.

24. INTELLECTUAL PROPERTY: Purchaser agrees that, for the purposes of Section 117 of the United States Copyright Act and for any and all other purposes, Seller has, shall have, and shall retain, title, exclusive ownership rights and all Intellectual Property Rights (as defined below) and other rights and interests in and to the goods, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the goods or documentation including any derivative works resulting therefrom, regardless of whether Purchaser, its employees, agents, or contractors may have contributed to the conception of the work or joined in the effort of its development. Purchaser will not acquire any rights in or to any of the goods or any other Intellectual Property Rights of Seller, nor will it take any action that may adversely affect or impair Seller’s rights, title, and interest in or to its Intellectual Property Rights. “Intellectual Property Rights” shall be defined as any and all intellectual property, including, but not limited to all patents, copyrights, circuit layouts, mask works, trade secrets, and other proprietary rights.

25. SOFTWARE: There shall be no license of software granted under these Terms and Conditions, provided, however, that if any Seller software is included or embedded in the goods, the Seller and Purchaser shall enter into a separate license agreement based on Seller’s standard license agreement and acceptable to Seller in its sole discretion.

26. SURVIVAL: Sections 4, 7, 11, 12, 14, 18, 19, 21, 22, 23, 24 and 26 shall survive the expiration or termination of any agreement entered into by the parties in connection with these Terms and Conditions.

27. CLERICAL ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions in this or any other Seller document.

28. NO OBLIGATION TO STOCK SPARE PARTS OR REPLACEMENT PARTS: Seller reserves the right to discontinue or modify any line or type of product at any time without liability except to refund any sums already paid by Purchaser for the undelivered portion of such products. SELLER SHALL HAVE NO OBLIGATION TO STOCK OR SUPPLY REPLACEMENT PARTS FOR THE PRODUCTS IT SELLS.

29. AGREEMENT TO CONDUCT TRANSACTIONS ELECTRONICALLY: Subject to Section 1, the parties acknowledge and agree that the transactions under these Terms and Conditions, including quotations, order submission, order acknowledgement, registration, and credit card payment, may be conducted electronically. For the avoidance of doubt, the terms, “written,” “in writing” and similar terms, shall include electronic communications.