

## **SGB-USA PURCHASE ORDER TERMS AND CONDITIONS**

These Purchase Order Terms and Conditions, including any Addendum which may be attached hereto (the "Terms and Conditions"), constitute the full and final expressions of the contract for purchase of material, supplies, services and/or equipment as described in the Purchase Order or Seller's quotation. "Purchase Order" means the written order form and all exhibits, schedules or attachments that are attached thereto or incorporated therein, including these Terms and Conditions, used by SGB-USA (the "Buyer"), to place an order with the person or entity that receives the Purchase Order from, or fills an order from, Buyer for the sale of Goods (the "Seller"), and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Buyer and the Seller notwithstanding any contrary language in the Seller's quotation. "Goods" mean the goods and/or services ordered by Buyer or delivered by Seller to Buyer under a Purchase Order, as such goods and/or services are further detailed in the body of the written Purchase Order or in any statement of work, specifications or other technical documentation that comprise the Purchase Order.

These Terms and Conditions take precedence over Seller's additional or different terms and conditions, to which notice of objection is hereby given. This Purchase Order constitutes Buyer's offer to Seller and is subject to withdrawal by Buyer at any time prior to written communication of Seller's acceptance of this Purchase Order. Buyer shall be bound by these Purchase Order Terms and Conditions when Buyer has in its possession, unconditional written acceptance by the Seller of the Purchase Order, including these Terms and Conditions. At the election of Buyer, Seller's commencement of performance of the Purchase Order shall constitute acceptance by Seller of these Terms and Conditions. No amendments, modifications, or supplements to the provisions of these Terms and Conditions will be valid and binding upon Buyer unless in writing and signed by Buyer.

**ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS OF PURCHASE STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY BUYER.**

No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Buyer unless made in writing by an officer or other authorized representative of the Buyer. Prior dealing, usage of trade or course of performance shall not be relevant to determine the meaning of these Terms and Conditions even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code in effect in the State of Ohio is used herein, the definition contained in the Code shall apply.

1. **PRICES.** Prices shown on the Purchase Order are fixed, and include all applicable VAT, sales, use and other applicable federal, state and local taxes. Shipping terms are F.O.B. Buyer's address shown on the Purchase Order. Unless expressly agreed to in writing to the contrary, the costs of transporting, packing, (including boxing and crating), labels, labor, materials, production costs and loading are included in the price. Changes in the price shall only be accepted by the Buyer if and so far as they are the result of written changes in or additions to the Purchase Order in the form of an Addendum executed by both parties. Seller warrants to Buyer that the price for the Goods is not less favorable than the price currently extended to any other customer for the same or like Goods in equal or lesser amounts. If Seller reduces its price for the Goods before payment by Buyer, then Seller will reduce the Purchase Order price correspondingly. Seller will provide Buyer with all cash discounts or other incentives as generally offered by Seller. Seller will calculate price discounts, if any, from the later of the invoice date or the date Buyer receives the Goods.

2. SHIPPING INSTRUCTIONS. Seller shall observe specified shipping instructions as provided in these Terms and Conditions and in any Purchase Order and shall be responsible for all freight and insurance costs required to deliver the Goods. All Goods will be properly contained, packaged, and labeled with an appropriate Purchase Order number, if applicable. The Seller guarantees that the order is supplied with correct labeling and product information, and all instructions and directions, including those for transport, storage, handling, processing and use. The Seller shall bear the risk of loss, damage, or destruction until final acceptance of the Goods by Buyer at Buyer's destination, and Seller shall be liable for damage caused by insufficient and/or inadequate packaging. Seller shall contract with carriers that comply with insurance requirements of federal and state regulatory agencies.

3. DELIVERY DATE AND TIME. By accepting a Purchase Order from the Buyer, the Seller acknowledges that it is aware that any date and time given in the Purchase Order for the delivery of Goods is of the essence and essential to the Buyer. The Seller shall deliver the Goods to Buyer on the date and time that is stipulated in the Purchase Order, unless the Buyer has agreed in writing to another date and time. If in the course of performance Seller cannot meet delivery dates, Seller will inform Buyer in writing of Seller's best possible delivery date for Buyer's approval. The notice shall state the reason and the expected duration of the delay in delivery. If Buyer does not approve the alternate delivery dates or if Seller delivers Goods outside of the delivery date, then Buyer may cancel the Purchase Order without further liability, purchase the Goods elsewhere, and/or hold Seller accountable for all damages resulting from the alternate or delayed delivery dates.

4. TERM OF PAYMENT. Buyer will pay each invoice net thirty (30) days from the later date of Buyer's receipt of Seller's invoice, or the date of completion of delivery or performance of the applicable Goods. Buyer may withhold payment if Seller's invoice is incorrect or does not conform to Buyer's invoicing instructions. Any applicable sales tax, duty excise tax, use tax, or other similar tax or charge, for which Buyer has not furnished an exemption certificate, must be itemized separately on Seller's invoices. Additionally, Seller's invoices must include the purchase order number and the location the Goods were delivered to.

5. INSPECTION. All Goods shall be received subject to Buyer's testing, inspection, and rejection before or after installation. Buyer reserves the right to reject Goods that are unsatisfactory, faulty, or defective or do not conform to the requirements of the Purchase Order, including these Terms and Conditions. Defective Goods or Goods not in accordance with Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. No Goods returned as defective shall be replaced without a new Purchase Order and schedule. Payment for Goods on a Purchase Order prior to inspection shall not constitute an acceptance thereof by Buyer, nor will acceptance remove Seller's responsibility for latent defects. Approval of design of the product by Buyer does not relieve Seller of its responsibility for satisfactory performance of the Goods and/or services furnished hereunder. Buyer reserves the right to review Seller's quality assurance and quality control procedures and inspect and witness all operations and tests and Seller shall notify Buyer when portions of the Goods are ready for inspection. At the option of Buyer, Buyer may inspect the Goods at Seller's shops or at the shops of their subcontractors (of any tier) or at the Buyer's facility, or any combination thereof. Seller and its subcontractors (of any tier) shall provide access to the Goods and reasonable facilities and assistance to promote the safe and convenient execution of these activities. Neither inspection or testing, nor failure to inspect, shall constitute or imply acceptance of any Goods, and does not relieve the Seller of the responsibilities for compliance with all Purchase Order requirements. All Seller costs to perform such inspection or testing shall be included in the Purchase Order price. If any Goods are defective, or not in compliance with a Purchase Order, Seller shall, at its cost, promptly (a) remove and replace all such affected Goods and (b) clean, repair or replace, as required by Buyer, any of Buyer's equipment damaged by such affected Goods. If Seller fails to comply with this agreement, Buyer may perform such tasks and shall promptly be reimbursed by Seller for all costs

and expenses incurred in connection herewith. Payment, if any, made for any Goods rejected hereunder shall be promptly reimbursed by Seller. Reimbursement may not be made by means of credit unless expressly agreed to in writing by the Buyer. Seller shall provide with each shipment a certificate stating: (i) that all Goods, including the designs, supplied by Seller have been inspected; (ii) they comply in all respects with the specifications and/or drawings in accordance with the Purchase Order; and (iii) all inspection and test results are available for examination by Buyer. Where Goods or processes are procured from others, Seller shall provide a certificate certifying these Goods and processes as above and that evidence of same is available for examination by Buyer.

6. CANCELLATION. In addition to any other rights which Buyer may have, Buyer reserves the right to cancel a Purchase Order or any portion thereof by giving Seller written notice of such cancellation. In that event, Seller shall take reasonable steps to mitigate its damages and will stop work on the date and to the extent specified in the notice and will terminate all orders and subcontracts to the extent they relate to the terminated work. Seller shall be responsible if the Goods furnished pursuant to a Purchase Order or any shipments thereunder are defective in any manner or not in compliance with the Purchase Order. Buyer shall further have the right to cancel a Purchase Order or any unfulfilled portion of a Purchase Order without liability if (a) the shipping date specified is not satisfactory to Buyer or if delivery is not made when and as specified or within a reasonable time if not specified; (b) Seller is adjudicated bankrupt, or if a petition under a bankruptcy law is filed against Seller and is not vacated within sixty days; (c) Seller makes any assignment for the benefit of creditors; (d) a receiver of the property of Seller is appointed, or if action under any law for the relief of debtors is taken in respect of Seller; (e) Seller admits in writing that it is insolvent or unable to pay any of its debts as they may become due; or (f) the Goods do not meet any of Seller's representations, warranties or guarantees. Buyer may also suspend performance and delivery hereunder upon notice to Seller of such suspension. Upon receipt of such suspension notice, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. An equitable adjustment shall be made in the delivery schedule or Purchase Order price, or both, and the Purchase Order shall be modified in writing accordingly, if (i) the stop work order results in an increase in the time required for, or in Seller's cost properly allocable to the performance of any part of the Purchase Order, and (ii) Seller asserts a claim for such adjustment within thirty days after the end of the period of work stoppage.

7. WARRANTY. Seller expressly warrants that the Goods and services shall be: (a) in strict conformance to the specifications, drawings, samples, or other descriptions set forth in the Purchase Order; (b) merchantable; (c) fit for the purpose intended; (d) free from defects in material and workmanship; (e) free from defects in design; (f) free from liens or encumbrances on title; (g) to the extent the Goods are, or contain hardware and/or software, free from viruses and other sources of network corruption; (h) in compliance with and will not infringe any patents, copyrights, trademarks or intellectual property rights of third parties; and (i) comply with all applicable laws, ordinances and regulations. Seller also warrants that Seller shall perform its obligations in a professional, workmanlike, and timely manner, consistent with industry standards and in compliance with any scope of work or similar document agreed between the parties in writing and will comply with all of Buyer's policies when on Buyer's premises. All Goods are subject to final inspection and acceptance at Buyer's plant as set forth herein and payment therefore shall not constitute acceptance. Any Goods which are found to be defective, either before or after acceptance, may be rejected and returned to Seller at Seller's risk and expense for repair or replacement, or for credit at Buyer's option. Buyer shall notify Seller of any Goods which are found to be defective, and if Buyer finds it impractical to return defective Goods for repair or replacement within a reasonable time, it may perform necessary repairs and charge the reasonable cost thereof to Seller. Any payments made on any rejected Goods shall be immediately refunded to Buyer. The term of the Seller's warranty period will survive any inspection, delivery, acceptance, payment and/or use by Buyer of or for the Goods.

8. REMEDIES. Buyer shall have available to it all rights and remedies at law and in equity, including all remedies provided under the Uniform Commercial Code in effect in Ohio, notwithstanding any provision in Seller's invoice or other form relating to this transaction which seeks to limit Seller's liability and shall be entitled to recover any expenses (including reasonable attorney's fees) incurred by it in enforcing its rights hereunder and all other costs and damages related thereto. The remedies of Buyer herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of these Terms and Conditions or a Purchase Order shall constitute a waiver of any other breach, or of such provision. Buyer may, at its sole discretion, back charge and invoice to Seller all damages, costs or expenses Buyer incurs arising from or related to Seller's breach of these Terms and Conditions or a Purchase Order including, without limitation, all costs to correct, repair or replace non-conforming Goods not remedied by Seller; all damages or costs associated with lost work time, lost efficiency, idle equipment, additional overhead, and escalation; all costs associated with replacing Goods that infringe a third party's intellectual property rights with non-infringing Goods; all costs associated with removing any liens filed against the Goods or related property; all fines and penalty's assessed that arise out of the Goods; and all damages incurred by Buyer arising from a claim that the Goods infringe a third party's intellectual property rights.

9. INTELLECTUAL PROPERTY. Seller warrants and represents that the Goods and their sale or use, alone or in combination, will not infringe any U.S. or foreign patents or copyrights and agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits and from all costs, damages, claims and demands resulting from any infringement or alleged infringement of any patent rights or claims caused by or alleged to have been caused by the use of any materials or equipment furnished or used by Seller or any subcontractor retained by or through Seller and any actual or alleged infringement involving the Goods furnished hereunder. Where payment is made for experimental, developmental or research work pursuant to a Purchase Order, Seller agrees to disclose promptly all improvements and inventions resulting from said work and to assign said improvements and inventions to Buyer and do everything necessary to enable Buyer to obtain patents or other suitable protection, including copyrights, for said inventions in any and all countries. Buyer owns all right, title, and interest in the Goods and all related deliverables resulting from any work performed by Seller. As may be necessary to formalize Buyer's ownership describe above, Seller hereby assigns to Buyer all right, title and interest now held or hereafter acquired by Seller in the Goods and all related deliverables. If Seller incorporates any pre-existing Seller intellectual property into the Goods or related deliverables, Seller hereby grants to Buyer a perpetual, worldwide, non-exclusive, paid-up, transferable license to use, copy, modify or make derivative works of such intellectual property as needed to enable Buyer to construct, start-up, commission, operate, maintain or modify the Goods and all related deliverables.

10. ASSIGNABILITY AND SUBCONTRACTING. This Purchase Order is not assignable by Seller without the express written consent of Buyer. The Seller shall not subcontract the Purchase Order, or part of the Purchase Order, without the express written consent of the Buyer. Buyer may freely assign this Purchase Order to any successor in interest of a part or all of the assets of Buyer by way of merger, consolidation, sale or similar corporate reorganization.

11. FORCE MAJEURE. Buyer shall not be held responsible for acceptance of all or any part of the Goods tendered for delivery under this Purchase Order due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of Buyer's control which shall make such acceptance impossible or impractical.

12. RIGHT OF SET-OFF. Buyer shall have a right of set-off hereunder and shall be entitled, at any time, and from time to time to set-off against all amounts owing from Seller to Buyer or any of Seller's affiliated entities to Buyer, any amount owing or payable by Buyer to Seller or its affiliate entities in

connection with the Goods purchased hereunder. Buyer will not honor drafts under any circumstances. Buyer may deduct from all claims for money due or to become due from Buyer any set-off or counterclaim arising out of a Purchase Order or any other purchase order between Buyer and Seller.

13. MEET OR RELEASE. If Buyer is offered goods of equal or better quality, as reasonably determined by Buyer, than those sold hereunder at a lower price (after all allowances and discounts) or upon better terms and conditions in effect hereunder as determined by Buyer, then within ten days of notice of such offer, Seller shall elect either that (a) the price or terms and conditions, as the case may be, with respect to all Goods shipped by Seller to Buyer, shall be changed to those of such offer, or (b) Buyer shall be released from its purchase obligation hereunder if Buyer so elects. If Seller fails to notify Buyer in writing within such ten-day period of its election, clause (a) shall apply.

14. HAZARDOUS MATERIALS. All hazardous materials must be clearly marked by Seller and comply with applicable environmental, federal, state and local laws, rules and regulations. Seller must use, handle, transport and dispose of all such hazardous materials in accordance with all such applicable environmental laws, rules and regulations and shall be responsible for any and all environmental remediation resulting from any use, transportation or disposal of hazardous materials. The Seller must advise the Buyer upon receipt of any Purchase Order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment.

15. INFORMATION DISCLOSED TO BUYER. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the purchase of the Goods or services covered by this Purchase Order, shall not, unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions, as part of the consideration for this Purchase Order.

16. INFORMATION DISCLOSED TO SELLER. All specifications, drawings, technical information and data (collectively, the "Buyer Information") previously or hereafter furnished by Buyer to Seller in connection with the purchase of the Goods or services covered by this Purchase Order shall remain the property of Buyer. The Buyer Information shall not be used nor shall it be copied or duplicated in any manner. The Buyer Information shall be used only in the manufacture or production of Goods, equipment, or services for Buyer and shall be returned to Buyer whenever requested and, in any event, at the conclusion of the work. No Buyer Information relating to this Purchase Order shall be released, other than to Seller's employees immediately concerned with the work hereunder who shall be instructed to comply with this Section, without the prior written approval of Buyer. Seller shall keep confidential and shall not, without the prior written consent of the Buyer, disclose to any third party or otherwise make public the terms or existence of this Purchase Order or any confidential or sensitive information of the Buyer.

17. PROPERTY. Buyer will own any equipment, tooling or and/or materials ancillary to work performed, furnished or paid for, in whole or in part, by Buyer. Whenever Seller shall, by virtue hereof, have in its possession property of Buyer, Seller assumes the risk of and shall be responsible for any loss of or damage to said property while said property is in the possession, control, or custody of Seller. Seller shall segregate, clearly mark and maintain complete inventory of all such property. Seller will immediately notify Buyer of any loss of or damage to such property. Seller shall also be liable hereunder for all losses to Buyer occasioned by Seller's failure to furnish timely written notice to Buyer of any loss of or damage to property of Buyer suffered in transit or prior to receipt by Seller. Seller agrees that any Buyer property furnished hereunder shall be used only in the performance of this Order unless otherwise approved by Buyer. As directed by Buyer, upon termination or completion of this Order, Seller will deliver such property to the extent not incorporated in delivered end products to Buyer in good condition subject to ordinary wear and tear.

18. CHANGES IN QUALITY. Seller shall notify Buyer in advance in writing of all changes in raw materials, feedstocks, processing operations, material specification, or other changes which could in any way affect the quality of the Goods delivered hereunder. Changes in specifications must be mutually agreed upon in a writing signed by Buyer and Seller. Buyer may at any time, by a written order signed by an authorized representative, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work or the omission of work covered by this Purchase Order and Seller shall proceed with the work as so changed. Changes shall be within the general scope of the Purchase Order. If any changes cause a material increase or decrease in the amount or character of the work or time required under this Purchase Order, an equitable adjustment shall be made in the price or time for performance or both and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted within thirty days from the date the change is ordered or within such further time prior to the date of final settlement as may be agreed to in writing by the parties.

19. AUDIT. At any time, upon reasonable notice, Buyer may audit Seller's policies, books, records, cost of goods sold, and work in progress with respect to the manufacture of the Goods and facilities to assure compliance with the terms of this Purchase Order and any applicable laws or regulations. Seller shall fully cooperate with any and all audits by Buyer. If Buyer's audit determines any noncompliance with this Purchase Order, Seller shall immediately correct such noncompliance and will reimburse Buyer for all audit expenses.

20. LAWS AND REGULATIONS. Seller shall comply with all applicable federal, state and local laws, rules, regulations, orders and standards, including, but not limited to, those relating to occupational health and safety, transportation, labor, discrimination, affirmative action, products, environmental laws and any and all other applicable laws and governmental regulations which may in any way affect or be applicable to (a) Seller, (b) the services or Goods covered by this order, (c) the furnishing by Seller of the Goods or labor therefor, (d) the prices charged by Seller or (e) the payment to be made by Buyer therefor.

21. INDEMNITY. Seller shall protect, indemnify and hold harmless Buyer, and any of its subsidiaries, affiliates, officers, directors, shareholders, employees, agents, workmen and servants (collectively, the "Covered Parties") of and from any suit, claim, judgment, award, loss, cost, damage or expense, including reasonable attorneys' fees, and costs arising from: (i) any and all claims which may be made against Buyer, or any Covered Parties, by reason of injury or death to person, or damage to property, suffered, or claimed to have been suffered, by any person, firm, corporation, or other entity, caused by or alleged to have been caused by, the Goods or any act or omission, negligent or otherwise, of Seller or any of Seller's employees, workmen, servants or agents; (ii) any and all damage to property of Buyer, or any Covered Parties, including property occupied or used by or in the care, custody or control of Seller, caused by, or alleged to have been caused by, the Goods or any act or omission, negligent or otherwise, of Seller or any of Seller's employees, workmen, servants or agents; (iii) to the extent permitted by law, any and all claims which may be made against Buyer, or any Covered Parties, by reason of injury or death to person, or damage to property, however caused, or alleged to have been caused, and even though claimed to be due to the passive or active negligence of Buyer, or any Covered Parties, suffered, or claimed to have been suffered by any person whatsoever, including, Seller, or any of Seller's employees, subcontractors, workmen, servants or agents; and (iv) any and all penalties imposed on account of the violation of any law, rule or regulation, compliance with which is required by Seller, or any of Seller's employees, workmen, servants or agents. Any claim made by Buyer under this Section or for indemnification as provided in this order shall survive termination of this Purchase Order. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party claims but also to any loss suffered directly by the Covered Parties.

22. LIMITATION OF LIABILITY. Any liability of Buyer for breach of any term or condition imposed upon it, whether such term or condition is contained in this Purchase Order or otherwise, will not exceed the purchase price for the Goods in the Purchase Order. Buyer will not under any circumstance be liable for special, punitive, indirect, incidental or consequential damages of any nature (including without limitation, any loss of use, loss of contracts, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings, increased costs, liabilities to third parties.

23. INSURANCE. Seller will carry at its sole cost and expense (a) Commercial General Liability Insurance, including Products and Completed Operations and Contractual Liability coverage, in an amount not less than one million dollars (\$1,000,000) per bodily injury, personal injury, death or for property damage, two million dollars (\$2,000,000) aggregate, with an umbrella coverage of five million dollars (\$5,000,000), including coverage for the obligations assumed under this engagement; (b) Professional Errors and Omissions Insurance with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and in the aggregate; (c) Automobile Liability including owned (if any), hired and non-owned automobiles with a combined single limit per accident of one million dollars (\$1,000,000); and (d) Workers' Compensation Coverage meeting all statutory minimum requirements and containing Employers' Liability insurance in the amount of at least \$1,000,000. Seller will carry all insurance with a company or companies of good repute with an AM Best rating of at least A-VII and qualified to do business in all states in which Goods or services are provided under this Purchase Order. Seller may not cancel such insurance, unless it gives thirty days prior written notice to Buyer. If such insurance for product liability and professional errors and omissions is carried on a "claims made" basis, Seller will continue such insurance for a period of three years subsequent to termination of this Purchase Order. Seller will afford Buyer and its subsidiaries and affiliates primary insurance over any other valid and collectible insurance which Buyer may have with respect to loss under any of the above listed policies. Other insurance maintained by Buyer will be non-contributory and excess over Seller's insurance. The insurance limits set forth in this Section are the minimum requirements, and Seller will not claim that the insurance or the limits required are sufficient or adequate to protect Seller's interests or liabilities.

24. GOVERNING LAW AND VENUE. This Purchase Order and any agreement arising from this Purchase Order shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any dispute arising under this order shall be adjudicated in the State or Federal Courts located in Stark County, State of Ohio, and the Seller waives any objection based on venue or personal jurisdiction.

25. SEVERABILITY. If any provision of these Terms and Conditions is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms and Conditions shall remain in full force and effect.

26. COUNTERPARTS. The parties may execute any number of counterparts to this Purchase Order, each of which will be deemed an original instrument, but all of which taken together will constitute one and the same agreement. Signed facsimile or electronic copies of this Purchase Order or any other electronic documents bind the parties to the same extent as original documents.

27. CODE OF CONDUCT. Seller represents that it has followed customary business practices that are consistent with a strong code of ethical conduct in its transactions with Buyer. Seller has not provided to or received from Buyer gratuities, gifts (other than customary business gifts of nominal value) or remuneration that is not reflected in the order.

Acceptance of this order signifies acceptance in whole, not part, of Buyer's Terms and Conditions as written.