

1. **Certain Definitions:** As used herein, (a) “**Company**” means the entity identified in the “**Buying Entity**” box on the Purchase Order; (b) the “**Contract**” means the contract between Company and Seller, the terms of which are contained in (1) the Purchase Order or (2) the Purchase Order and any memorandum of understanding, supplement, master services agreement, services master agreement, and/or other such agreement then in effect between Company and Seller (such additional documents beyond the Purchase Order is hereinafter collectively referred to as the “**Other Agreements**”); (c) the “**Purchase Order**” means the purchase order accompanying these Terms and Conditions and includes such Terms and Conditions; and (d) “**Seller**” means the vendor identified in the “**Selling Entity**” box on the Purchase Order.
2. **Acceptance:** Any Purchase Order issued by Company and not expressly rejected by Seller in writing to the Company “**Field Contact(s)**” listed in the Purchase Order within two (2) business days of its receipt of such shall be deemed accepted by Seller. Further, the commencement of performance by Seller of its commitments, duties, and obligations, as such are outlined in the Purchase Order (collectively, the “**Obligations**”), shall constitute acceptance of the Obligations and the terms of the Contract.
3. **Prices, Terms and Invoices:** The prices for the equipment, materials, or goods (“**Equipment**”) and/or services (“**Services**”) to be delivered or performed pursuant to the Contract (such Equipment and/or Services are hereinafter collectively referred to as the “**Deliverables**”) are those specified on the Purchase Order. Seller shall submit invoices to Company upon delivery of the Deliverables pursuant to the applicable Purchase Order. Seller shall not be entitled to reimbursement of shipping charges, unless such charges are listed as a separate item on Seller’s invoice and the pertinent, receipted freight bill is attached thereto. An undisputed, properly prepared invoice submitted to Company by Seller shall be paid by Company within thirty-five (35) days after Company’s receipt of such invoice. If Company believes that any adjustments to any invoices are necessary, it shall give written notice to Seller, detailing the nature and basis of the requested adjustment. Company has the right to withhold any amounts that are the subject of a good-faith dispute. Seller shall continue to perform its Obligations during the resolution of any such dispute. The parties shall negotiate in good faith to resolve any dispute relating to an invoice within thirty (30) business days after Company has notified Seller of such a dispute. Unless otherwise agreed in writing by Company, Company shall not be responsible for the payment of any invoice submitted by Seller to Company more than ninety (90) calendar days after shipment of the Deliverables which is the subject of the invoice.
4. **Packing, Marking, Shipping and Risk of Loss:**
  - a. All shipments of Deliverables shall be marked and packed so as to ensure safe arrival thereof and to secure the lowest available transportation rates. Shipments of Equipment shall be routed to the address identified in the “Ship To” box in the Purchase Order, or as otherwise instructed by Company (the “**Destination**”). Seller shall reimburse Company for all expenses incurred by Company as a result of improper packing, marking or routing.
  - b. A packing slip shall accompany each shipment of Deliverables, enclosed in a package marked “Packing Slip Inside.” The packing slip and other shipping documents shall bear the number of the Purchase Order and the Destination. The packing slip shall be visible without opening the container or package.
  - c. If, because of Seller’s failure to meet the delivery requirements of the Contract, Company finds it necessary to require shipment of any of the Deliverables by a different method of transportation than that originally specified, Company may require Seller to pay the additional shipping, handling and other charges associated therewith.
  - d. Unless otherwise specified in the Purchase Order, delivery of Equipment shall be F.O.B. the Destination or, with respect to international shipments, D.D.P. the final Destination (Incoterms 2000). The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) are hereby expressly excluded.
  - e. Company will not bear the costs of travel, lodging, car rentals, or any other out-of pocket expenses incurred by Seller’s personnel in connection with delivery of Services unless expressly specified in the Purchase Order.
5. **Delivery and Shipping Releases:** Time is of the essence for all Deliverables under the Contract. Delivery dates shall be specified in the Purchase Order. The date specified will be expressed in the form of the date by which the Deliverables must be at the FOB point specified in the Purchase Order. If such date is not so specified, and except to the extent authorized by Company in a separate writing, Seller shall not (a) fabricate any Equipment, (b) procure any of the materials required for their fabrication, (c) ship any Equipment to Company or (d) begin to work to provide any Services. Company shall have no responsibility for Deliverables for which written delivery instructions were not provided. Company may return, at Seller’s expense, any equipment shipped in addition to that which was the subject of such written delivery instructions. Company may from time to time change shipping schedules and/or delivery dates upon written notice to Seller.
6. **Warranty:** Seller warrants that the Deliverables shall (a) conform to the specifications, drawings, samples, or other descriptions furnished or specified by Company or approved in writing by Company, (b) be fit and sufficient for the purpose intended, (c) be merchantable and of new and suitable material and workmanship, (d) be performed in a diligent and workmanlike manner, and (e) be free from defect. Further, Seller warrants that the Deliverables and Company’s purchase or use of such Deliverables, alone or in combination with Company’s other equipment, processes or activities and according to Seller’s specifications provided to Company in advance and in writing, will not infringe any United States or foreign patents, trademarks, or copyrights. The warranties and remedies provided for in the Contract shall be in addition to those implied by law and shall exist notwithstanding the acceptance in whole or in part by Company of all or any portion of the Deliverables.
7. **Inspection of Deliverables:** All Deliverables shall be subject to monitoring, inspection and testing by Company to the extent practicable at reasonable times and places including, with respect to Equipment, the time and place of manufacture of such Equipment; if any such monitoring, inspection or test is made on Seller’s premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons undertaking such activities. Records of all inspection or quality control work undertaken by Seller with respect to any of the Deliverables shall be kept complete and available to Company during the performance of the Obligations and for such longer period as may be required by law.
8. **Defective Deliverables:** If any Deliverable is defective in material or workmanship or otherwise not in conformity with the specifications or requirements of the Contract, Company shall have the right to reject such Deliverable, revoke its acceptance of such Deliverable and/or otherwise make a warranty claim with respect to such Deliverable. In connection with any such rejection, revocation and/or claim and in addition to recovering from Seller all of Company’s costs incurred as a result of such rejection, Company shall have the option, solely at its election, to require Seller to take any of the following actions as promptly as is possible: (a) to the extent that such defective Deliverable is Equipment, (1) repair such Equipment, (2) replace such Equipment with conforming Equipment at no additional cost to Company or (3) return such Equipment to Seller for full credit of the purchase price therefor, without any restocking fee or other charge associated with such return; or (b) to the extent that such defective Deliverable is Services, (1) re-perform such Services at no additional cost to Company or (2) immediately terminate the delivery of such Services and credit or otherwise repay the entire purchase price for such Services to Company. Such

Equipment as may be returned to Seller in accordance with this Section 8 shall be returned to Seller at Seller's risk and, if Company so elects, Seller shall bear all costs of packing, handling and transportation, expenses and labor costs incurred in connection with removal and reinstallation incurred in connection with such Equipment. In the event that Company elects to require Seller to repair any such Equipment and Seller is unable to do so within a reasonable time, Company may rescind its repair election and may then elect to have Seller replace such rejected Equipment or accept its return as provided above. Further, with respect to any Equipment repaired or replaced in accordance with this Section 8, any manufacturer's warranty period shall begin to run only after such repaired or replaced Equipment has been inspected, tested and accepted by Company.

9. **Changes:** Company may, at any time and from time to time, by written change order, make changes in any of the following applicable to the Deliverables: (a) the drawings, designs, scope of work, objectives, methods, strategies and/or any other specifications or parameters applicable to the Deliverables; (b) with respect to any of the Deliverables that are Equipment, the method of shipment and packing or other delivery of such Equipment; and/or (c) the time, place or manner of delivery of such Deliverables. If any such change affects the time for performance of the Obligations or the cost of manufacturing the Equipment or furnishing the Services, Company shall make an equitable adjustment in the terms of the Contract that Company, in the reasonable exercise of its discretion, deems appropriate if Seller submits a claim therefor; provided that any claim by Seller for adjustment under this Section 9 must be submitted in writing to Company within thirty (30) calendar days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any Deliverables without the prior written approval of Company.
10. **Use:** The Deliverables are for the use of Company, its affiliated companies and/or its or their suppliers, customers or other vendors. All Deliverables may be subjected to further processes or put to any use whatsoever by Company, its affiliated companies or its or their suppliers, customers or other vendors, as it or they may elect. In no event shall any claim for royalty or other additional compensation be made by Seller by reason of such further processes or use.
11. **Liens:** All Deliverables and other property to be delivered to Company pursuant to the Contract shall be free and clear of any and all liens and encumbrances whatsoever.
12. **Seller's Liabilities, Indemnification and Hold Harmless:**
- a. Seller shall indemnify, defend and hold harmless Company and its affiliates, Company's landowners, customers, and their respective affiliates, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) (collectively, "**Claim**") arising out of or resulting from: (i) injuries to or death of any persons (including Seller's employees and subcontractors, collectively "**Seller Personnel**") or damage to property, including theft, in any way arising out of or caused by any act or omission of Seller or Seller Personnel's during the performance of its Obligations under the Contract; (ii) any failure of Seller to perform its Obligations under the Contract, or breach by Seller of any representation, warranty, covenant or agreement contained in the Contract; (iii) any violation of any law, regulation, rule, standard, or other governmental requirement by Seller or any Seller Personnel; and (iv) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other proprietary rights or intellectual property rights arising from or in connection with the Deliverables provided under the Contract or their use. In no event shall Seller's indemnity hold harmless obligations, or portions or applications thereof, apply to any Claim caused by the willful misconduct or sole negligence of the party to be indemnified or held harmless. Furthermore, Seller specifically waives any immunity provided against this

indemnity by an industrial insurance or workers' compensation statute.

- b. Company shall notify Seller in writing, and with reasonable promptness, of any Claim that may give rise to a claim for which Seller provides a defense. If Company fails to give notice, Seller is still obligated to indemnify, hold harmless and defend Company, except that Seller is not liable for any litigation expense incurred before the time when notice is given.
- c. At the request of Company, Seller shall conduct such defense (employing counsel reasonably acceptable to Company), at Seller's expense, against any Claim. In the event Company does not request Seller to conduct such defense or where Company or customer take over the defense from Seller, Company or customer may employ separate counsel, including in-house counsel, to conduct Company or customer's defense against such Claim. Company, customer, and Seller shall cooperate in the defense of any Claim. Seller may control the defense and settlement of a Claim, but if the settlement of a Claim may have an adverse effect on Company or customer, then Seller shall not settle such Claim without the consent of Company or customer as applicable, and Company and customer shall not unreasonably withhold or delay its consent.
13. **Insurance.** Seller shall obtain and at all times maintain insurance (including without limitation, insurance of the following types: general liability and property damage including products liability, workers' compensation, professional liability and errors and omissions) in amounts and with coverages usually and customarily maintained by prudent and responsible vendors of equipment or services like those that comprise the Deliverables. If requested by Company, Seller shall furnish to Company a certificate of insurance showing that Seller carries such insurance. The failure by Seller to furnish such a certificate will not constitute a waiver of Seller's obligations with respect to insurance set forth in this Section 13.
14. **Taxes and other Government Impositions:** Unless otherwise provided in the Contract and except for sales or use taxes incurred in connection with the Contract, Seller shall be responsible for the payment of all federal, state or local taxes, duties or other impositions of charges by governments of any nature applicable to Seller that arise out of Seller's furnishing of the Deliverables to Company. Any of the foregoing that expressly are the responsibility of Company under the Contract shall be prepaid by Seller and added as a separate item on Seller's invoice to Company therefor. In specific regards to local Sales/Use tax that may be applicable to the Contract, the Seller is responsible to assess the proper rate, shall remit such Sales/Use tax to the proper entity, and add the actual costs to the final invoice to Company as a separate line item.
15. **Advertising; Prohibition on Use of Company Name:** Seller shall not, without first obtaining the written consent of Company, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Company with the Deliverables, nor may Seller operate under or otherwise use Company's name or logo (or any derivation thereof) or any other trade name or assumed name (or any derivation thereof) used by Company.
16. **Non-Disclosure of Contract; Drawings, Specifications, and Technical Information:** Seller shall not disclose any of the terms of the Contract to any third party except as may reasonably be required to perform the Obligations. Drawings, data, designs, inventions, and other technical, engineering, scientific or confidential information supplied by Company in connection with the Contract shall remain Company's property and shall be held in confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without Company's prior written consent, and shall be returned to Company upon completion of the Contract or upon demand. Any information that Seller may disclose to Company with respect to the design, manufacture, sale or use of the Deliverables shall be deemed to have been disclosed as a part of the consideration for the Deliverables, and Seller shall not assert any claim against Company by reason of Company's use thereof. The

purchase prices for the Deliverables are, in part, consideration for any design work performed by Seller in connection with the Contract (the “**Design Work**”) and incorporated in the Deliverables. Seller shall not supply or make use of the Design Work to or for the benefit of any other party without Company’s prior written permission.

**17. Intellectual Property Rights:**

- a. Seller agrees to, and hereby does, assign to Company Seller’s entire right, title and interest in and to all ideas, conceptions, works of authorship, discoveries and/or inventions, whether or not patentable and whether or not copyrightable, and whether developed by Seller alone or jointly with others, and (1) that are conceived, made or developed during the course of furnishing the Deliverables to Company, (2) that are conceived or reduced to practice within the scope of such Deliverables, or (3) that come to Seller during the course of performance of the Obligations. This Section 17(a) shall not apply if the Deliverables solely relate to the Company’s purchase of Seller’s “off the shelf” standard Equipment or software; provided, however, that such Equipment or software has not been (or will not be) modified or customized by Seller for Company’s specific use.
- b. Seller agrees that any confidential information, ideas, conceptions, works of authorship, discoveries and/or inventions, whether or not patentable and whether or not copyrightable, relating to Seller’s performance of the Obligations and conceived, developed, reduced to practice and/or made by Seller, either alone or with others, within one (1) year following the date of termination of the Contract, will be presumed to have been made as a result of Seller’s performance of the Obligations and are hereby assigned by Seller to Company.
- c. Seller agrees to execute, acknowledge and deliver, at the request of Company, all documents and instruments, including patent and copyright applications and assignments, that may be required for obtaining patents or copyrights on any such invention or work of authorship in any or all countries and for vesting title thereto in Company, and Seller further agrees to do and perform all other acts and things that may reasonably be necessary or appropriate to achieve such purposes.

**18. Company’s Property:** All property, if any, used by Seller in performance of the Obligations but owned, furnished, charged to, paid for, or provided by Company, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of Company subject to removal and inspection by Company at any time without cost or expense to Company. All such property shall be used by Seller only for performance under the Contract and shall be adequately insured for Company’s protection. Seller shall assume all liability for and maintain and repair such property and return the same to Company following full performance of the Obligations in good condition, reasonable wear and tear excepted.

**19. Excusable Delays; Unforeseen Events:**

- a. Neither Company nor Seller shall be liable for a failure to perform hereunder arising from (1) acts of God or a public enemy, (2) acts of the government of the United States or any political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts, or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events or (10) causes or events beyond the reasonable control and without the fault or negligence of Company or Seller in failing to perform hereunder (the foregoing are hereinafter collectively referred to as “**Unforeseen Events**”).

- b. In the event of a failure by Seller to perform arising from any Unforeseen Events, Company may obtain any Deliverables from another supplier (“**Cover**”) for the duration of such failure. Should Company elect to Cover, Company shall have no obligation to Seller under the Contract with respect to any Deliverables obtained by Company pursuant to such Cover.

**20. Termination at Option of Company:**

- a. Performance by Seller under the Contract may be terminated by Company at its option, in whole or in part at any time (including without limitation during the pendency of any Unforeseen Event affecting Seller) upon written notice to Seller.
- b. After receipt of notice of termination Seller shall, unless otherwise directed by Company, immediately terminate the performance of all Services and the manufacture and/or shipment of all Equipment and shall, unless otherwise directed by Company, (1) terminate all orders and subcontracts relating to the performance of the Obligations and settle all claims arising out of such termination subject to the approval or ratification of Company; (2) transfer title and deliver to Company (a) all completed Deliverables that conform, in quality, to the requirements or specifications of the Contract and do not exceed, in quantity, the amount authorized by Company, and (b) all reasonable quantities (but not in excess of amount authorized by Company) of work in process and materials produced or acquired to perform the Obligations that are of a type and quality suitable for performing the Obligations, that conform to the requirements of the Contract and that cannot reasonably be used by Seller for itself or for its other customers; (3) take all action necessary to protect property in Seller’s possession in which Company has or may acquire an interest; and (4) submit to Company promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by Company; provided, however, that, in event of failure of Seller to submit its claim within such period, notwithstanding the provisions of subsection c. of this Section 20, Company may determine on the basis of information available to it the amount, if any, due Seller with respect to the termination and such determination shall be final.
- c. If the parties cannot agree within a reasonable time upon the amount of fair compensation due Seller for such termination, Company, in addition to making prompt payment of amounts due for Equipment delivered or Services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller that are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Obligations, including the cost of discharging liabilities that are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials, labor and services not received by Seller before the effective date of termination. Payments made under this subsection c. shall not exceed the aggregate price specified in the Contract, less payments otherwise made or to be made.
- d. With the consent of Company, Seller may retain at an agreed price or sell at an approved price any equipment, materials, work in process or other things the cost of which is allocable or apportionable to the Contract under subsection c. above, and will credit or pay the amount so agreed or received as Company directs.
- e. The provisions of this Section 20 shall not apply if the Contract is terminated by Company for default of Seller pursuant to Section 21 below.

**21. Termination for Default of Seller:** Subject to Section 20 above, whenever Seller (1) refuses or fails to deliver any Deliverables within the time specified in the Contract or in written instructions issued to Seller, or (2) otherwise defaults in the performance of the Obligations, Company may terminate the Contract, in whole or in

part, immediately upon mailing notice of default. Company and Seller may agree to grant to Seller an opportunity to cure such default; in the absence of any such agreement, however, Seller shall not have any right to cure any such default.

**22. Disclaimer of Indirect Damages:** COMPANY SHALL NOT BE LIABLE TO THE SELLER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

**23. Compliance with Laws:**

- a. In performing the Obligations, Seller shall comply in all material respects with all applicable federal, state and local laws, government orders and regulations (collectively, “**Laws**”) including compliance with all requirements of (a) Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, including Fair Pay and Safe Workplaces law and all related workplace laws, and (b) all regulations and orders of the administrator of the Wage and Hour Division issued under Section 14 of such Act. On request, Seller shall furnish Company with certificates of compliance with all Laws. Furthermore, the contract provisions set forth in: (i) Section 202 of the Executive Order 11246, dated September 24, 1965, pertaining to equal opportunity, nondiscriminatory employment practices; (ii) Section 60-2504 of the Affirmative Action Regulations for Veterans, codified at 41 CFR 60-250 and adopted pursuant to the Veterans Readjustment Act of 1974; and (iii) Section 60-741, relating to Section 503, of the 1973 Rehabilitation Act, are incorporated herein by reference, except to the extent that (A) such Laws are inapplicable to or otherwise do not govern the Contract or (B) the Contract may be exempt from the provisions of such Laws.
- b. In addition, Company, Seller and Seller’s subcontractors will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. To the extent not exempt, Company, Seller and Seller’s contractors shall also abide by the requirements of 29 CFR Part 471, Appendix A.
- c. Seller shall conduct business with Company in an ethical manner. Seller shall not directly or indirectly, make, offer, cause to be made, accept, request, suggest, direct or otherwise induce any bribe, payment, loan, commission, hospitality, gift of money, kick-back, inducement or anything of value or other advantage (individually or collectively “**Bribery**”) to any official, employee, agent or instrumentality of any government, including legislative, administrative or judicial positions, or any public international organization or any other person, company or legal entity to gain any advantage for Company, or violate any economic or trade sanctions, in connection with any transaction relating to this Contract that could result in a violation of any laws relating to Bribery, including without limitation the Foreign Corrupt Practices Act.

**24. Audit:** Seller shall maintain complete and accurate records relating to its performance under the Contract. Company and its auditors (including internal audit staff and external auditors) and governmental authorities shall have the right to review such records, to verify the following: (a) the accuracy and integrity of Seller’s invoices and payment obligations hereunder; (b) that the Deliverables charged for were actually delivered; (c) that the Deliverables have been and are being provided in accordance with the Contract; (d) the integrity of Seller’s systems that process, store, support, maintain, and transmit Company data; (e) the performance of Seller Personnel with respect to the obligations pursuant to the Contract; and (f) that Seller and Seller Personnel are complying with Laws. Audits may be conducted once a year (or more frequently if requested by governmental authorities who regulate Company’s business, if required by applicable law or if auditors

require follow-up access to complete audit inquiries or if an audit uncovers any problems or deficiencies), upon at least three (3) business days advance notice (unless otherwise mandated by law). Seller will cooperate, and will ensure that its Personnel cooperate, in the audits, and will make the information reasonably required to conduct the audits available on a timely basis.

- 25. Independent Contractor:** Seller acknowledges that its status with Company is that of an independent contractor, not an employee. Seller is solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business payroll, unemployment, property, and income tax withholding and workers compensation payments). Company shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs the Obligations, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses.
- 26. Effect of Invalidity:** The invalidity in whole or in part of any provision of the Contract shall not affect the validity of other provisions.
- 27. Remedies:** The remedies herein shall be cumulative and in addition to any other remedies available in law or equity. No waiver by Company of a breach by Seller of any provision of the Contract shall constitute a waiver of any other breach or of such provision in any other circumstances.
- 28. Governing Law; Venue; Construction:** Unless as otherwise provided by law, this Contract shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. All suits, actions or other proceedings arising out of or relating to this Contract shall be brought only in the Court of Common Pleas, Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.
- 29. Conflict of Terms.** In the event of any conflict between the terms of the Purchase Order and those of any Other Agreements, the terms of such Other Agreements shall control. In the event of any conflict between the terms set forth in the Purchase Order and these Terms and Conditions, the terms in these Terms and Conditions shall control. The provisions of the Contract shall govern the terms of the Contract, notwithstanding the inclusion by Seller of any additional or contradictory terms in any invoice or other writing delivered or oral statement made to Company by Seller.
- 30. Entire Contract; Modification of Contract; Prohibition on Assignment:** The Contract contains the complete and final agreement between Company and Seller with respect to the subject matter of the Contract and no other agreement or understanding that in any way modifies the terms and conditions of the Contract shall be binding upon Company unless made in writing and signed by Company’s authorized representative. Seller shall not assign any right or interest under this Contract, including but not limited to its rights to monies due and to become due under the Contract, or delegate any obligation under this Contract without receiving the prior written consent of Company. Any assignment by Seller in violation of this Section 30 shall be null and void.
- 31. Survival.** The obligations of Seller, which by their nature would continue beyond the termination or expiration of the Contract, shall survive such termination or expiration.