promptly procure all rights for Company's continued use of the Work or replace the Work with equivalent Work which does not infringe upon third party rights.

**INDEPENDENT SELLER/SUPPLIER's RESPONSIBILITIES:** Seller, its agents, subcontractors, employees, and those under its control shall perform all activities under this PO as independent contractors and shall not be deemed to be employees or agents of the Company for any purpose whatsoever. No act or order of Company relating to this PO shall be deemed to be the exercise of supervision or control of the performance of Services under this PO.

**ACCEPtANCE OF INVOICE:** Company shall accept all invoices submitted in accordance with this PO for payment. Company will not issue a notice of acceptance of any invoice unless the invoice has been submitted in accordance with the terms of this PO, in which case it will issue such notice within ten days of receipt. If Company does not issue such a notice, the invoice shall be deemed accepted.

**CERTIFICATION:** Seller shall furnish, within thirty (30) days of request, a written certification that the Work has been performed in accordance with the requirements of this PO.

**TERMINATION FOR FAILURE TO PERFORM:** If Seller fails to perform or breaches any term of this PO, Company shall have the right to terminate this PO in whole or in part upon written notice to Seller and obtain the Work to be performed by others at the cost and expense of Seller. If Company terminates this PO, Company shall provide written notice of termination to Seller specifying the effective date of such termination. Company shall cease deliveries of Goods and/or the provision of Services hereunder as of the effective date. Seller shall settle the liabilities of the Work and accounts of all subcontractors and suppliers. Upon request of Company, Seller shall transfer title and deliver to Company of any completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights of Seller. When terminated for convenience, Company shall pay Seller for the Work that has been completed and is ready for delivery and for all demurrage charges thereon. Seller shall be reimbursed to the extent any tax refund, credit or abatement is issued. The invoice must include any such tax refund, credit or abatement.

**APPROVAL OF SPECIFICATION AND CHANGES:** Supplier, Seller, or Company shall not alter or affect the right of the Company to revoke acceptance of Work on the ground that the Goods or Services, as supplied, do not conform to the description, quantity, price or delivery schedule of the Work. In the event of conflict among documents referred to in this PO, the order of priority shall be: 1) the terms appearing on the face of this PO; 2) any special conditions supplied by Company; 3) those PO's terms and conditions of sale; 4) any technical specifications supplied by Company; 5) any drawings supplied by Company; and 6) any remaining documents referred to on the face of this PO.

**RIGHT TO AUDIT:** Company shall have the right at all reasonable times and at its expense to inspect and audit the books and records of Seller insofar as they pertain to the Work performed or supplied or charges payable under this PO.

**WASTE MATERIALS:** Seller shall analyze the Work, and test and/or sample any suspected work. Company's personnel having access to Seller's information systems shall abide by Company's information security rules.

**REMEDY:** Any party shall be entitled to enforce any rights or remedies under this PO by any legal means, including proceedings at law or in equity. In case of dispute between the parties, the dispute shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof.