

OLIVER DESIGN TERMS AND CONDITIONS

[Terms and Conditions of Sale](#)

[Terms and Conditions of Purchase](#)

OLIVER HEALTHCARE PACKAGING COMPANY TERMS AND CONDITIONS OF SALE

- 1. Agreement.** These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of any products or services (collectively “**Products**”) by Supplier to the customer identified in the relevant agreement, quotation, work order, purchase order, order acknowledgment or invoice (“**Customer**”). As used herein, “**Supplier**” shall mean any one or more of the following entities that has delivered these Terms to Customer in connection with the supply of Products and/or services: Oliver Healthcare Packaging Company or Oliver Design LLC. These Terms apply to and are incorporated into any agreement to which they are attached and any quotation, work order, purchase order, or invoice accompanying these Terms (collectively, the “**Agreement**”). These Terms shall become effective upon the earliest of: (i) Supplier issuing a quotation, order acknowledgement or invoice to Customer; (ii) Customer’s receipt of the Products; (iii) Supplier’s receipt of payment in full or in part for the Products; or (iv) Customer’s and Supplier’s execution of a written agreement regarding the sale of Products into which these Terms are incorporated. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence relating to the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 2. Acceptance.** These Terms prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. Any terms and conditions proposed by Customer in any product inquiry, purchase order or other document that are different from, conflict with, or add to these Terms shall be deemed to materially alter the offer and are hereby objected to and rejected by Supplier.
- 3. Purchase Price.** Customer shall pay Supplier the purchase price for the Products as listed in Supplier’s quotation, order acknowledgement or as otherwise set forth in Supplier’s invoice. All prices are in US dollars. Supplier may change its prices at any time without notification; provided, however, that unless revoked prior to acceptance, prices set forth in Supplier’s quotation shall be valid only for the period set forth in such quotation. Supplier’s prices are exclusive of insurance, shipping, handling, and sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, taxes, duties and charges with respect to the purchase of any Products. If Customer is a tax-exempt entity, Customer shall present all appropriate documentation for any tax exemption to Supplier prior to placing its order. Tool fees payable by Customer are for the right to have the tools used by Supplier for performance of an order; they do not convey title or right of possession of any such tools.
- 4. Payment Terms.** Customer shall pay all invoices within thirty (30) days from the date of the invoice (unless specified otherwise on the invoice). If Customer fails to make any payments when due, Customer will be charged interest of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by applicable law, whichever is less, on any overdue balance. Supplier is not obligated to extend credit or financing terms to Customer. Supplier may in its sole discretion revoke any credit extended to Customer and require payment in full prior to Supplier’s delivery of Products. If Supplier retains a collection agency or legal counsel or incurs any out-of-pocket expenses to collect payments from Customer, all such costs will be added to the sums due, will bear interest at the rate set forth above, and will be the responsibility of Customer. In addition to all other remedies available under these Terms or at law (which Supplier does not waive by the exercise of any rights hereunder), Supplier shall be entitled to suspend the delivery of any Products if Customer fails to pay any amounts when due hereunder. Customer agrees that, other than Supplier’s delivery of the Products, payment to Supplier is not contingent on any other occurrence, matter, or event including, without limitation, Customer’s receipt of payment from any third party. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Supplier, whether relating to Supplier’s breach, bankruptcy or otherwise.
- 5. Shipment and Delivery.** Delivery of all Products shall be made F.O.B. origin and all freight and shipping charges are the responsibility of and shall be paid by Customer. Manner of shipping and routing of shipments is at the discretion of Customer unless otherwise agreed upon in writing by Supplier and Customer. Products will be delivered within a reasonable time after receipt of Customer’s purchase order, but Supplier shall not be liable for any delays, loss or damage in transit. Supplier reserves the right to make delivery of Products in installments; all such installments will be separately invoiced and paid for when due, without regard to subsequent deliveries. Quantities that exceed or are less than the contracted quantity within 10% of the quantity ordered shall constitute fulfillment of the order.
- 6. Title and Risk of Loss.** Title to the Products and any risk of loss associated with the Products shall pass to Customer at the time of delivery of the Products to the carrier for shipment to Customer. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Supplier a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. In the event Customer or its agent or representative picks up the Products at Supplier’s place of business or Supplier delivers the Products, title and risk of loss shall pass to Customer at the time of pick up by Customer, its agent or representative, or shipment by Supplier. With regard to Products that are returned to Supplier, title and risk of loss remain with Customer until receipt and acceptance of the Products by Supplier. All claims for damage and shortage in transit shall be made by Customer with the carrier, and Customer holds Supplier harmless for all such claims.
- 7. Cancellation.** No order accepted by Supplier may be cancelled or modified by Customer except upon the written agreement of Supplier.
- 8. Reliance.** Supplier may rely upon all information, data, dimensions, blueprints, schematics, diagrams, specifications, or other drawings or representations, whether oral or in writing, provided by or on behalf of Customer and shall have no responsibility to make any independent inquiry or investigation thereof. Supplier assumes no obligation or liability for any advice or assistance given or results obtained; all such advice or assistance is given and accepted at Customer’s risk.
- 9. Inspection and Acceptance.** Customer shall have ten (10) calendar days from receipt of the Products to inspect the Products for conformance with the specifications set forth in Supplier’s quotation, order acknowledgement or as may otherwise be mutually agreed by the parties (the “**Specifications**”). Customer may reject Products that do not substantially conform to the Specifications (“**Non-Conforming Products**”). All rejections shall be made in writing to Supplier and shall provide sufficient detail as to the reason for such rejection.

10. Returns. To return Non-Conforming Products, Customer shall contact Supplier for a Return Material Authorization (“RMA”) number. No returns will be accepted without an RMA number. Supplier has sole discretion to determine, after examination, whether returned Products are Non-Conforming Products, and Supplier’s determination shall be binding on Customer. Customer’s sole and exclusive remedy for returned Products that have been found to be Non-Conforming Products shall be either, in Supplier’s sole discretion: (i) replacement of the returned Products; and/or (ii) reimbursement of the amount paid by Customer for the returned Products.

11. Limited Warranty; Disclaimer of Warranties. Supplier warrants that, upon delivery, all Products shall materially conform to the Specifications. Supplier hereby passes through to Customer any and all warranties for Products manufactured by third parties only to the extent permitted by the original manufacturer. **EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 11, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF SUPPLIER, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE), OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE PRODUCTS ARE HEREBY EXCLUDED AND DISCLAIMED, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.** Supplier shall not be liable for a breach of the warranty set forth in this Section 11 if: (i) Customer makes any further use of such Products after giving such notice; (ii) the defect arises because Customer failed to follow Supplier’s oral or written instructions as to the storage, handling, shelf life or use of the Products; or (iii) Customer alters or repairs such Products without the prior written consent of Supplier.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, (A) IN NO EVENT SHALL SUPPLIER, ITS AFFILIATES AND EACH OF IT AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, HAVE ANY LIABILITY OR RESPONSIBILITY ON ANY CLAIM, WHETHER GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY THEORY OF STRICT LIABILITY OR OTHERWISE, FOR LOSS OF PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF LEGAL THEORY, TO ANY PERSON OR ENTITY, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND (B) THE ENTIRE LIABILITY OF SUPPLIER (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY THEORY OF STRICT LIABILITY OR OTHERWISE) UNDER THE AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID BY CUSTOMER TO SUPPLIER FOR THE PRODUCTS WHICH GIVE RISE TO THE CLAIM.

13. Indemnity. In addition to all other rights and remedies available to Supplier at law or in equity, Customer assumes the entire responsibility and liability for and agrees to indemnify, defend and hold harmless Supplier, its officers, directors, equity holders, agents, employees, successors and assigns from and against all and all claims, liabilities, damages, losses, and expenses, including attorneys’ fees, in connection with or arising, directly or indirectly, out of: (i) any actual or alleged improper use of any Product, (ii) any negligence, omissions, or willful misconduct of Customer or any of its employees, agents or representatives, and (iii) any allegation that Products supplied pursuant to Customer’s design or specifications infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products or processes. Customer shall not settle any such suit or claim without Supplier’s prior written approval.

14. Confidential Information. Customer agrees that all information and data disclosed or submitted by Supplier under or pursuant to the Agreement, including, without limitation, that contained in drawings or specifications, is proprietary to Supplier and will not be used by Customer for any purpose other than fulfilling the Agreement, without Supplier’s prior written consent.

15. Force Majeure. Supplier shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. Upon any of the above events, Supplier will have the additional right to extend the time to provide the Products under the Agreement or to cancel any open purchase orders without any resulting liability to Customer.

16. Attorneys’ Fees. In the event of a dispute between the parties with regard to or arising out of the Agreement which results in litigation, the prevailing party shall have its attorneys’ fees, professionals’ fees, and costs paid by the losing party, and such sum may be added to any judgment entered in the litigation. A party’s right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

17. Assignment. Customer shall not assign, delegate, or otherwise transfer any of its rights or obligations under the Agreement without the prior written approval of Supplier. Any such assignment, delegation, or transfer without Supplier’s prior written consent shall be void. Supplier may assign, delegate, or transfer any and all of its rights and obligations under the Agreement at any time and without prior written consent of Customer.

18. Severability. If one or more of the provisions of the Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality, or unenforceability. If the amendment or modification of such provision is impossible, the Agreement shall be construed as if it never contained the invalid, illegal, or unenforceable provision, and such provision shall not affect any other provision of the Agreement.

19. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law. The Agreement shall be construed and enforced exclusively in accordance with the substantive and procedural laws of the State of Michigan, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted the Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22. Exclusive Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Waiver. No claim or right arising out of a breach of these Terms by Customer may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by an authorized representative of Supplier. Supplier's waiver or acceptance of any breach by Customer of any provisions of the Agreement shall not constitute a waiver of, or an excuse for, nonperformance as to any other provision nor as to any prior or subsequent breach of the same provision.

24. Entire Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement constitutes the complete and exclusive statement of the terms of the contract between the parties and the final expression of the terms of such contract, and shall supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term in the Agreement. Supplier's acceptance or acquiescence in a course of performance rendered by Customer pursuant to the Agreement shall not be relevant to determine the meaning of this contract even though Supplier has knowledge of the nature of the performance and opportunity for objection.

25. Commercial Transaction. Customer acknowledges, agrees, represents and warrants that the provision of Products to Customer by Supplier and the transactions contemplated by the Agreement are commercial transactions and not for personal, family or household use.

OLIVER HEALTHCARE PACKAGING COMPANY TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE OF THE OFFER CONTAINED IN THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN (THESE "TERMS"):

1. Defined Terms. "Buyer" means any one or more of the following entities that has issued an Order to Seller: Oliver Healthcare Packaging Company or Oliver Design LLC. "Seller" means the person, firm or company to whom the Order is addressed. "Products" means all the products and/or services to be supplied by Seller under the Order. "Order" means the purchase order issued by Buyer for the supply of Products, which may be an oral communication or a written or electronic document, and may also include particular shipping instructions and/or other specifications required by Buyer for the Products.

2. Acceptance. These Terms are the only conditions applying to the Order, except conditions relating to price, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specification of Products, each of which may be specified by Buyer in the Order.

These Terms, together with the Order, constitute an offer by Buyer to purchase Products from Seller pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Seller. Acceptance of any shipment of Products shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Seller.

Seller's acknowledgement of the Order, verbal acceptance of the Order, commencement of work on Products subject to the Order or shipment of such Products, whichever occurs first, shall be deemed acceptance of the Order, including these Terms. Buyer expressly rejects and objects to all new, different, or additional terms submitted by Seller.

3. Pricing. The price for each Product included in the Order shall be the price shown for such Product therein. If a price is not shown on the Order, Seller will furnish Products at no higher price than last purchased by Buyer, or shall notify and obtain the written approval of Buyer before proceeding with the Order.

4. Extras. No charge for any extras, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating, will be allowed unless specifically authorized on the face of this Order or approved in writing by Buyer's Purchasing Department before being incurred. Any such charges so allowed must be separately shown on the invoice.

5. Payment Terms. Terms of payment are set forth in the Order and, if Seller's invoice is inconsistent with such terms, Seller acknowledges that Buyer will make payment according to the terms of the Order.

6. Delivery; Risk of Loss. Time is of the essence in the performance of the Order, and any delay in delivery past the delivery date specified in the Order shall constitute a material breach by Seller. Seller shall deliver Products F.O.B. to the place designated for shipment by Buyer in the Order. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully package Products for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller.

Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of Products shall pass to Buyer only upon receipt of the same by Buyer, and any rightful rejection or revocation of any Products by Buyer shall immediately shift the risk of loss of such Products, wherever located, to Seller. Products shipped in excess of those specified will not be accepted and such Products will be held at Seller's risk. Buyer may return such Products at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

7. Warranties. Seller expressly warrants to Buyer that, in addition to any all express and implied warranties provided under the Uniform Commercial Code, all Products will (i) be merchantable, free from defects in material and workmanship, (ii) suitable for the use intended; (iii) conform in all respects to the specifications, drawings and other instructions attached to the Order or to which Buyer and Seller agree in writing; (iv) be free from design defects; (v) be manufactured in a competent and professional manner, in accordance with industry quality standards, in compliance with these Terms and in compliance with all applicable federal, state and local laws, regulations and orders now in effect, or hereafter enacted or issued; and (vi) not infringe upon any third party's patents, copyrights, trademarks or other intellectual property, or constitute a misappropriation of trade secrets or breach of confidentiality. Seller further warrants that it has good and marketable title to the Products and that they are free from any claim, encumbrance, security interest or lien. If Buyer's use of any Products is enjoined as result of infringement of a third party's intellectual property, Seller agrees, at Buyer's option, to (i) accept return of the products from Buyer at Seller's expense and refund to Buyer the amounts paid for such Products, (ii) modify Products so that they become non-infringing but otherwise equivalent to the infringing Products, or (iii) secure for Buyer the right to continue using such Products. All warranties shall survive any inspection, delivery, acceptance, approval, test or payment by Buyer.

8. Inspection and Acceptance. All Products are subject to inspection by Buyer notwithstanding prior payment. If inspection or use of Products discloses that Products are not in conformance with the specifications, drawings and other instructions attached to the Order and/or the warranties contained herein, Buyer shall, in addition to any other rights it may have available to it as a buyer under the Uniform Commercial Code or otherwise at law or in equity, have the right to reject and/or revoke acceptance, and return any Products for full credit or cash refund, at its option, and shall have the right to cancel any remaining unshipped portion of the Order without obligation. The foregoing shall apply to whenever inspection may reasonably be made. Products so rejected shall be returned at Seller's expense, including transportation and handling.

9. Changes. Buyer shall have the right at any time to make changes in packing, testing, destinations, specifications and designs by change order submitted to Seller. Seller shall promptly make such changes. If any such change causes a material increase or decrease in the cost of Seller's performance or in the time required for performance, Seller shall within five (5) business days of Seller's receipt of such change order provide written notice to Buyer of the same, and an equitable

adjustment in prices or other terms hereof shall be agreed upon in a written amendment to the Order.

10. Tools. All tools, jigs, gauges, fixtures, and patterns specified on the Order shall be Buyer's sole property and for Buyer's sole use and shall be subject to removal at any time at the option of Buyer. Seller waives all rights to any liens, present or future, on all tools, jigs, gauges, fixtures, and patterns described in or covered by the Order.

11. Termination. Buyer reserves the right to terminate the Order, in whole or in part, at any time, upon written notice to Seller for Buyer's sole convenience or, in the event of Seller's material breach of the Order or insolvency, voluntary or involuntary bankruptcy of Seller, appointment (with or without Seller's consent) of an assignee for the benefit of creditors or of a receiver or Seller's inability to pay its debts as they become due, for cause. In the event Buyer terminates the Order for convenience, Buyer's sole liability shall be to pay for finished Products which Seller manufactured prior to termination in reasonable reliance on the Order.

12. Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, employees, affiliates, successors, assigns and customers from and against any and all damages, costs, claims, suits, judgments, liabilities and expenses (including attorneys' fees) arising out of or resulting in whole or in part in any way from any actual or alleged personal injury, damage to property and/or any other damage or loss sustained or alleged to have been sustained, in whole or in part, by reason of (a) a breach by Seller of any representation, warranty, covenant or obligation set forth herein, (b) any actual or alleged defect, whether latent or patent, in any Products, including improper design or construction of such Products, (c) any failure of Products to comply with the specifications, drawings and other instructions attached to the Order or the warranties contained herein, or (d) Seller's negligence, recklessness or willful misconduct. This indemnification shall be in addition to the warranty obligations of Seller.

13. Confidentiality. Seller agrees that all information contained in any drawings, specifications, samples and other material furnished by Buyer, prepared by Seller for Buyer or otherwise furnished (whether orally, in writing, digitally or by observation) by Buyer to Seller in connection with the Order is proprietary to Buyer and is confidential, shall not be utilized, in whole or in part, by Seller for its own benefit or the benefit of any third party, and Seller agrees to return such information to Buyer promptly upon request. Seller shall keep all such information strictly confidential and shall not use such information, in whole or in part, for any purpose other than performing the Order or disclose such information, in whole or in part, to any third party, without prior written approval from Buyer. Seller shall not disclose the fact that Buyer has contracted to purchase Products from Seller, and shall not disclose any information relating to the Order without Buyer's prior written permission. Seller may not use Buyer's name or the name of any of Buyer's affiliates in any publicity, oral or written, without the prior written consent of Buyer. Unless otherwise agreed in writing, no commercial, financial, technical or other information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential.

14. MSDS Sheets. Seller shall provide applicable MSDS sheets with the first shipment of any particular Product to Buyer, and otherwise upon Buyer's request. In the event any changes are made in any Product which result in new MSDS Sheets, such MSDS Sheets shall be promptly provided to Buyer.

15. Relationship of the Parties. The relationship of the parties has at all times and will continue to be that of independent contractors.

16. Entire Agreement. The Order, together with these Terms and any other documents incorporated therein by explicit reference, constitutes the sole and entire agreement between Buyer and Seller with respect to the subject matter thereof, superseding any prior oral or written communications unless the terms thereof are expressly incorporated therein.

17. Amendment; Severability. No amendment or modification of the Order shall be effective unless it is in writing and signed by a duly authorized representative of Buyer. No finding that a part of the Order is invalid or unenforceable shall affect the validity of any other part hereof and the remainder of the Order will remain in full force and effect.

18. Successors; Assignment. The Order shall be binding upon the representatives, successors and assigns of the parties; provided that no part of the Order may be assigned, delegated or subcontracted by Seller without prior written approval of Buyer and any purported such transfer by Seller without such consent shall be void at Buyer's election.

19. Setoff; Withholding; Credit Balances. All claims for money due or to become due to Seller or its affiliates from Buyer or its affiliates shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller or its affiliates. Seller agrees that any credit balance owed by it to Buyer shall be paid in cash to Buyer immediately upon Seller's receipt of Buyer written request therefor.

20. No Waiver. Failure of Buyer to object to any terms which now or in the future appear in any document or form of Seller shall not be construed as a waiver of the provisions of the Order nor an acceptance of any such term. Buyer's failure or delay in insisting on strict performance of any of the terms or conditions of the Order or in exercising any right, power or privilege hereunder, at any time, shall not operate as a waiver of the same, nor shall Buyer's waiver of any breach hereunder constitute a waiver of any other terms, conditions or privileges, whether of the same or similar type.

21. Survival. The terms and conditions of the Order relating to warranty, confidentiality and indemnification and all obligations accrued up to the effective date of the expiration or termination of the Order shall survive any termination hereof and any performance hereunder.

22. Choice of Law; Jurisdiction; Service. The Order shall be construed and enforced in accordance with the internal laws of the State of Michigan, without reference to choice of law provisions. Jurisdiction and venue for any lawsuits relating to the Order shall be proper only in the State of Michigan. Seller hereby consents to service of process by registered or certified mail, return receipt requested, to it at its address set forth in the Order.