

## PRECISION HYDRAULIC CYLINDERS, INC.

### TERMS AND CONDITIONS OF PURCHASE

- 1) **APPLICABILITY; ACCEPTANCE.** These Terms and Conditions of Purchase (these "**Terms**"), together with the purchase order issued by Precision Hydraulic Cylinders, Inc. ("**Buyer**") that references or otherwise incorporates these Terms (the "**Purchase Order**"), set forth the terms and conditions governing the Buyer's purchase of the goods and/or services described in the Purchase Order (such goods, "**Goods**"; and such services "**Services**") from the seller named in the Purchase Order ("**Seller**"). The Purchase Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between Buyer and Seller with respect to the purchase and sale of the Goods and/or Services, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Written acceptance of the Purchase Order by Seller, or Seller's commencement of performance with respect to the Purchase Order, shall constitute acceptance of this Agreement by Seller. Acceptance of the Purchase Order is expressly limited to the terms and conditions of this Agreement. Anything to the contrary notwithstanding, Buyer is not bound by and hereby expressly rejects Seller's general terms and conditions of sale and any other terms and/or conditions proposed by Seller that are different from or in addition to these Terms, regardless of whether or when Seller has submitted the same or where they may appear (including, without limitation, in any proposal, quotation, price list, acknowledgment, invoice or other documentation issued by Seller). This Agreement can be modified only in writing signed by Buyer. No purported verbal agreement or other understanding that attempts in any way to modify this Agreement will be binding upon Buyer.
  
- 2) **SHIPPING AND PACKING.** All shipments of Goods must be accompanied by a packing slip which describes the Goods (including type and quantity), states the Purchase Order number, and shows the shipment's destination. Seller agrees to promptly forward the original bill of lading or other shipping receipt for each shipment of Goods in accordance with Buyer's instructions. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. No charges will be allowed for packing, crating, and transportation unless stated in the Purchase Order.
  
- 3) **DELIVERY.**
  - a. Unless otherwise expressly stated on the Purchase Order, (i) all Goods shall be delivered FCA (named point of shipment) INCOTERMS 2010 and (ii) title and risk of loss to Goods shall pass to the Buyer upon delivery to the delivery point. All deliveries shall be made both in quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties.. All deliveries shall be made during Buyer's normal business hours or as otherwise instructed by Buyer. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement. All Goods and Services are subject to inspection, testing and acceptance by Buyer following delivery.
  - b. If Seller delivers Goods to Buyer that are in excess of the quantities specified in the Purchase Order, Buyer may reject all or any excess Goods. Buyer may reject all or any deliveries of Goods made more

than two weeks before or five days after the specified delivery date. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense.

- 4) **PRICE; INVOICING.** The applicable price for the Goods and/or Services (the "**Price**") is the price stated in the Purchase Order. If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of Buyer's delivery of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the delivery point, and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within [45] days after Buyer's receipt of such invoice (or on such other date(s) after completion of delivery as may be agreed by Buyer and Seller), except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, Buyer shall deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.
- 5) **WARRANTIES OF SELLER.** Seller warrants that all Goods and Services covered by the Purchase Order (i) conform to the specifications, drawings, samples, and descriptions in the Purchase Order or otherwise furnished by the Buyer, (ii) are merchantable, of good material and workmanship, and free from defect, (iii) are fit and sufficient for the particular purpose intended by Buyer, and (iv) do not infringe or otherwise violate the intellectual property rights of any third party. Seller further warrants that (1) all Services will be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with industry standards, (2) Seller will obtain and maintain necessary licenses and consents to provide the Goods and Services, and (3) Seller will comply with all applicable laws and regulations, and all policies and procedures of Buyer, applicable to the provision of the Goods and Services. If Seller has participated in the design of the item or approved the design, Seller also warrants that the items are free from defects in design. All Goods and Services are subject to Buyer's inspection and acceptance. Payment for, inspection of, or receipt of Goods or Services shall not constitute acceptance of the same or a waiver of any breach of warranty. The foregoing warranties survive any delivery, inspection, acceptance or payment of or for the Goods and Services by Buyer and will continue for a period of twenty-four (24) months following the date of acceptance by Buyer (or such longer period as may be set forth in the Purchase Order), and are cumulative with, and in addition to, any other warranties provided under law or in equity.
- 6) **REJECTION OF GOODS.** Upon Buyer's delivery of notice to Seller of defective or otherwise non-conforming Goods and/or Services, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services. No replacement of nonconforming Goods may be made except as authorized by Buyer. Seller shall be given a reasonable opportunity to inspect the damaged goods at its own cost within a period of

14 days from the date of notification of rejection of nonconforming or defective goods. The foregoing rights and remedies are cumulative with, and in addition to, any other rights or remedies available to Buyer under law or in equity.

- 7) **CHANGES.** Buyer at any time in writing may make changes in the drawings, designs and specifications of Goods or Services, including with respect to such matters as drawings, designs, specifications, inspection, testing or quality control, the scope of work of Services, the method of packing and shipping, the place of delivery, shipping instructions, and quantity or delivery schedules. Seller agrees to promptly make such changes. If such changes affect the cost or time required for performance, and if Seller makes claim for adjustment in writing within fourteen (14) days of receipt of notification of change, an equitable adjustment shall be made by the parties, and the Purchase Order shall be modified accordingly. Otherwise, such claim for equitable adjustment is waived and the Purchase Order shall be deemed to be modified. Seller shall diligently continue performance of the Purchase Order, as changed, pending agreement on the amount of an equitable adjustment. Nothing contained in a Purchase Order or in these Terms shall relieve or excuse Seller from proceeding without delay in performing the Purchase Order as changed. Seller shall not make any change in design, processing, packing, shipping, or place of delivery without Buyer's prior written approval.
- 8) **TERMINATION FOR BANKRUPTCY.** Buyer may immediately terminate the Purchase Order without liability upon the happening of any of the following or any other comparable event: (i) insolvency of the Seller; (ii) filing of a voluntary or involuntary petition in bankruptcy by or against Seller; (iii) appointment of a receiver or trustee for Seller; or (iv) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not the Purchase Order is terminated, including, but not limited to, all attorneys' or other professional fees.
- 9) **TERMINATION FOR CONVENIENCE.** In addition to any other rights of Buyer to cancel or terminate the Purchase Order, Buyer may terminate all or any part of the Purchase Order (including any portion of the Goods or Services to be provided) at any time and for any reason by giving written notice to Seller. Upon receipt of such notice, Seller will immediately stop work on the Purchase Order or the terminated portion thereof, and notify any subcontractors to do likewise. Buyer shall pay to Seller the Price for all Goods and/or Services that have been provided to and accepted by Buyer and not previously paid for. Where articles or materials are to be specifically manufactured for Buyer under the terminated portion of the Purchase Order and where Seller is not in default, an equitable adjustment shall be made to cover Seller's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Purchase Order. Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. Buyer will make no payments for finished goods, work-in-process, or raw materials in amounts in excess of those authorized by Buyer or for any undelivered goods which are in Seller's standard stock or which are readily marketable. Seller shall submit any claim to Buyer within thirty (30) days after the date of termination or such claim shall be waived. Payments made to Seller under this Section 9 represent the sole responsibility of Buyer in case of cancellation of the Purchase Order under

this Section 9 and Seller agrees not to charge any other costs, expenses or fees to Buyer nor shall Buyer be liable for any other costs, expenses or fees arising out of the cancellation or termination of the Purchase Order(s) under this Section 9.

- 10) TERMINATION FOR DEFAULT. In addition to any other remedies or rights afforded by law or in equity, Buyer reserves the right to terminate all or any part of the Purchase Order, for default of Seller, if Seller: (i) repudiates or breaches any of the terms of this Agreement, including Seller's warranties; (ii) fails to perform Services or deliver Goods as specified by Buyer; or (iii) fails to make progress so as to endanger timely and proper completion of Services or delivery of Goods, and does not correct such failure or breach within ten (10) days after receipt of written notice from Buyer specifying such failure or breach. If Buyer terminates the Purchase Order (in whole or in part) under this Section 10, Buyer shall have no obligations to Seller in respect of the terminated portion of Purchase Order and Buyer's liability shall be limited to payment to Seller of the Price for all Goods and/or Services that have been provided to and accepted by Buyer and not previously paid for. Buyer shall be entitled to recover all damages or losses attributable to such repudiation, breach, or failure by Seller.
- 11) EXCUSABLE DELAYS. Neither party shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, actions by any domestic or foreign governmental authority (whether valid or invalid), fires, riots, wars, sabotage, acts of terrorism, labor problems (including lockout strikes and slowdowns). The affected party shall give written notice of such delay, including the anticipated duration thereof, to the other party within ten (10) days of the beginning of the delay. If Seller is the affected party, Seller shall take all reasonable action, including, but not limited to, utilizing temporary production facilities or a temporary workplace, or moving existing tooling to third party production facilities, in order to meet the original requirements of this Agreement. During the period of such delay or failure to perform by Seller, Buyer may purchase goods and/or services from other sources and reduce the Purchase Order by such quantities/types without any liability. If requested by Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate the Purchase Order effective upon delivery of notice to Seller, without liability.
- 12) LABOR DISPUTES/ INVENTORY. Seller will notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay the timely performance of any open purchase order. If requested by the Buyer, Seller will establish, at Seller's expense, a 30-day inventory of finished goods, at a site mutually agreed upon with Buyer.
- 13) PATTERNS, TOOLS, AND EQUIPMENT. Buyer shall have title to and the right of immediate possession of any pattern, tools, jigs, dies, equipment or materials furnished or paid for by Buyer, and Seller shall not use such tooling while in its possession for any work other than that of Buyer. In the event Seller purchases such tooling with Buyer's funds or is reimbursed by Buyer, Seller shall execute a Bill of Sale and any and all other documents necessary to transfer title free and clear of any liens to Buyer. While in Seller's possession, such property shall be held by Seller as a bailee and shall be maintained in good and usable condition at no further cost to Buyer. Seller shall maintain and administer a program for the maintenance, repair and preservation of such property, and appropriate identification of its ownership in

accordance with sound industrial practice. When requested, Seller shall furnish inventory schedules on the property, or return the property to Buyer in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Buyer. Any material furnished by Seller and paid for by or charged to Buyer shall be owned by Buyer and held by Seller as a bailee and Seller shall assume the risk for any damage or loss thereto. Seller shall indemnify and hold Buyer, its agents and employees, harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the equipment and/or tooling until returned to Buyer's possession. Seller shall sign, or hereby authorizes Buyer to sign on its behalf, any documents deemed reasonably necessary by Buyer, to be filed with Federal, State or local officials to record Buyer's title and interest in any patterns, tools, jigs, dies, equipment or materials furnished or paid for by Buyer.

- 14) **CONFIDENTIAL INFORMATION.** All non-public information (including, without limitation, tooling, patterns, designs, drawings, specifications, processes, technical data, technology, trade secrets, information pertaining to business operations and strategies, and information of or pertaining to customers, pricing, and marketing) disclosed by or on behalf of Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement or the performance of this Agreement (collectively, "**Confidential Information**") is confidential information of Buyer, and shall not (a) be used by Seller except for the limited purpose of Seller's performance of this Agreement for the benefit of Buyer, and for no other purpose (commercial or otherwise) and (b) be disclosed to any third party without the prior written consent of Buyer. Seller shall return to Buyer (or, at Buyer's request, destroy and certify the destruction of) all Confidential Information (including any materials reflecting the same) at Buyer's request (and in any event upon the termination of this Agreement). In the event the Buyer and Seller are parties to a separate non-disclosure agreement covering Buyer's Confidential Information, then, in the event of a conflict between the terms of such agreement and the provisions of this Section 14, the terms providing for the greater protection of Buyer and the Confidential Information shall take precedence.
- 15) **INTELLECTUAL PROPERTY.** Seller agrees that all inventions, discoveries, designs, ideas, processes, works of authorship (including software) and other deliverables or work product (including all intellectual property rights relating to or embodied in the foregoing) made, conceived or developed by Seller, alone or with others, in the performance of this Agreement, including any and all modifications, improvements or enhancements to Confidential Information (collectively, the "**Work Product**") are and will be the exclusive property of Buyer. To the extent that any Work Product qualifies as a "work made for hire" under applicable law, then such Work Product will be considered a work made for hire for the benefit of Buyer and will be the exclusive property of Buyer. To the extent that any Work Product does not qualify as a "work made for hire" under applicable law, then Seller hereby irrevocably transfers and assigns to Buyer all right, title and interest in and to the Work Product. Seller also hereby forever waives and agrees never to assert against Buyer, its successors or licensees, any and all moral rights Seller may have in the Work Product. Notwithstanding the foregoing transfer and assignment, if the Work Product incorporates or relies upon any pre-existing intellectual property rights owned by Seller or in which Seller has an interest (collectively, the "**Preexisting Works**"), then Seller shall inform Buyer in writing before incorporating or relying on such Preexisting Works into any Work Product, and does hereby and thereby grant to Buyer a worldwide, royalty-free, irrevocable and perpetual license to reproduce, distribute, modify, create derivative works of, publicly perform and display, such Preexisting Works, to make, have made, use, sell

and offer for sale any products or services developed by practicing such Preexisting Works, and to otherwise use such Preexisting Works, with the right to assign such rights, in whole or in part, and the right to sublicense such rights, in whole or in part. Seller further agrees to: (i) disclose promptly in writing to Buyer the Work Product; (ii) cause Seller's personnel be bound by and subject to written agreements necessary to effect the intent and purpose of this Section 15 for the benefit of Buyer; (iii) assist, and cause its personnel to assist, Buyer to sign and provide any and all documents and to render any assistance that is reasonably necessary to obtain any intellectual property right protection for the Work Product; and (iii) treat the Work Product as Confidential Information.

16) INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer and its affiliates, and its and their respective officers, directors, employees, representatives, resellers, customers and end users from and against any and all claims, demands, suits, actions or proceedings, and any and all associated losses, judgments, damages, costs, expenses, or other liabilities whatsoever (including reasonable attorneys' fees), arising out of or relating to (a) any negligent act or omission of Seller (including its personnel), (b) any defect in the Goods or Services, whether arising under breach of warranty, products liability or otherwise, (c) any breach of Seller's representations, warranties or covenants under this Agreement, or (d) any infringement, violation or misappropriation by Seller or the Goods or Services (including the sale, offer for sale, importation or use thereof) of the intellectual property rights of any person.. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer.

17) INSURANCE. Seller covenants that, during the performance of this Agreement and for a period of one year thereafter, it will maintain insurance in full force and effect, in the following types and amounts: (i) statutory workers' compensation insurance covering all persons employed by Seller engaged in performing under this Agreement, including liability coverage, or the equivalent as required by applicable laws, with minimum limits of at least five hundred thousand dollars (\$500,000) per accident and five hundred thousand dollars (\$500,000) per disease or whatever limit is required by applicable laws, whichever is higher; (ii) commercial general liability (CGL) coverage with minimum limits of at least one million dollars (\$1,000,000) per occurrence, CGL for bodily injury, personal injury, property damage and products and completed operation liability; and (iii) errors and omissions coverage of at least one million dollars (\$1,000,000) per occurrence. In addition, Seller will ensure that all subcontractors also maintain insurance of the types and coverages referenced above. All such policies above are required to be an occurrence policy limit made with an insurer with an A.M. Best rating of at least A/X or better. Within fifteen (15) days after the effective date of the Agreement, Seller will provide to Buyer a certificate of insurance for all insurance required in this section. All such certificates will contain a provision for thirty (30) days advance notice of all policy changes, including cancellation. If a policy is changed or canceled, Seller will deliver to Buyer renewal certificates within thirty (30) days prior to expiration or change of any such insurance. Seller will include (and cause all subcontractors to include) Buyer on all the policies referenced in this Section as an "additional insured", and Seller will provide Buyer with proof of same within thirty (30) days of the effective date of the Agreement. Any coverage provided under these policies to Buyer would be primary to any other coverage available to Buyer.

18) COMPLIANCE.

- a. In providing Goods or Services, Seller will comply with any and all applicable federal, state, local, and foreign laws and regulations. Seller shall maintain in effect all the licenses, permissions,

authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

- b. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM ("C-TPAT"). Seller shall certify in writing that it is either a participating member of the C-TPAT program as promulgated by the U.S. Customs and Border Protection Bureau or that is in compliance with all applicable supply chain security recommendations or requirements of the C-TPAT program initiative (for more information go to [http://cbp.gov/xp/cgov/import/commercial\\_enforcement/ctpat/](http://cbp.gov/xp/cgov/import/commercial_enforcement/ctpat/)). Seller shall indemnify and hold buyer harmless from and against any liability, claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Seller's noncompliance.
- c. Seller shall use commercially reasonable efforts to ensure that all Goods supplied to Buyer and the processes used to make them shall minimize life-cycle environmental impact, including minimizing waste generation, the use of energy and nonrenewable resources, and the emission of greenhouse gases; and shall maximize the use of recycled, recyclable, biodegradable and nontoxic materials.

19) QUALITY CONTROL. Seller shall maintain adequate and consistent quality control inspection and testing to assure that Goods and Services will consistently conform to specified requirements, and shall, at Buyer's request, furnish substantiated results of quality control inspections and testing in accordance with the PHC Supplier Quality Agreement. Seller shall notify Buyer in writing before changing in any way Seller's specified requirements or processes used in production of Goods ordered by Buyer under this Agreement. Buyer's specified requirements used in production must not be changed without Buyer's prior written consent.

20) LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21) MISCELLANEOUS.

- a. Neither this Agreement nor any rights or obligations of Seller hereunder may be assigned by Seller to any person in whole or in part without the prior written consent of Buyer. For the avoidance of doubt, the Services to be performed by Seller may not be subcontracted to or performed by any person in whole or in part without the prior written consent of Buyer. Any attempted assignment or subcontracting in violation of this Agreement will be void. Subject to the foregoing, this Agreement will be binding on the parties and their respective heirs, successors, and assigns. Seller will be responsible for any acts or omissions of any Seller personnel (including subcontractors) and any failure by any Seller personnel to perform in accordance with this Agreement or otherwise comply with any duties or obligations imposed on

Seller under this Agreement, in each case, to the same extent as if such act, omission, failure or non-compliance was committed by Seller.

- b. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- c. Seller and Buyer are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- d. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. EACH PARTY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURTS FOR THE EASTERN DISTRICT OF NORTH CAROLINA, AND THE STATE COURTS, LOCATED IN DUPLIN COUNTY, NORTH CAROLINA, AND HEREBY AGREES THAT SUCH COURTS WILL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT. WITH RESPECT TO TRANSACTIONS TO WHICH THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR ANY RELATED CONVENTION (COLLECTIVELY, "CISG") WOULD OTHERWISE APPLY, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE AGREEMENT WILL NOT BE GOVERNED BY THE PROVISIONS OF THE CISG.
- e. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
- f. The rights and remedies of Buyer under this Agreement shall be cumulative and additional to all other remedies available to Buyer in law or equity.
- g. Seller's covenants, representations and warranties hereunder shall survive any delivery, inspection, payment or acceptance and any completion, termination or cancellation of this Agreement.