

ANGELUS CORPORATION  
SUPPLIER TERMS AND CONDITIONS

1. Offer/Acceptance. THIS IS AN OFFER BY PIC WIRE & CABLE/THE ANGELUS CORPORATION ("BUYER") TO BUY THE GOODS, SERVICES OR OTHER ITEMS DESCRIBED ON THE FACE HEREOF AND PRODUCTS AND SERVICES RELATED THERETO (THE "PRODUCTS"). SUPPLIER'S COMMENCEMENT OF WORK ON THE PRODUCTS OR THE DELIVERY OF THE PRODUCTS, WHICHEVER OCCURS FIRST, OR ANY OTHER EVENT THAT CONSTITUTES ACCEPTANCE UNDER APPLICABLE LAW, SHALL BE DEEMED ACCEPTANCE OF THIS PURCHASE ORDER. ANY ACCEPTANCE OF THIS PURCHASE ORDER IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS CONTAINED ON THE FACE AND BACK HEREOF. IF THIS PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY SUPPLIER, SUCH ACCEPTANCE IS LIMITED TO THE EXPRESS TERMS CONTAINED ON THE FACE AND ON THE BACK HEREOF. EXCEPT FOR ADDITIONAL WARRANTIES BY SUPPLIER IN FAVOR OF BUYER, ANY ADDITIONAL, DIFFERENT OR INCONSISTENT TERMS OR ANY ATTEMPT BY SUPPLIER TO VARY IN ANY DEGREE ANY OF THE TERMS OF THIS PURCHASE ORDER SHALL BE DEEMED MATERIAL AND ARE OBJECTED TO AND REJECTED. ANY ACCEPTANCE BY BUYER OF ANY PRODUCTS ACCOMPANIED BY SUCH WRITINGS OR DOCUMENTS SHALL NOT BE DEEMED TO INDICATE BUYER'S CONSENT TO ANY PROPOSED ADDITIONAL, DIFFERENT OR INCONSISTENT TERMS. BUYER'S AGREEMENT TO PURCHASE THE PRODUCTS IS EXPRESSLY CONDITIONED ON SUPPLIER'S ASSENT TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

2. Price, Setoff and Warranty. Buyer will not be billed at prices higher than those stated on the front of this Purchase Order unless other prices are specifically agreed to in writing by both parties. Unless otherwise specified herein, payment terms are 60 days from the date of invoice or date of receipt of the Products, whichever is later. Buyer assumes no obligation for Products shipped or performed in excess of the quantity specified in this Purchase Order. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Supplier.

Supplier warrants that the prices for the Products sold to Buyer hereunder are not less favorable than those currently extended to any other non-governmental customer for the same or similar articles in similar quantities. In the event Supplier reduces its price for such articles during the term of this Purchase Order, Supplier agrees to reduce the prices hereof correspondingly. Supplier warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

3. Compliance with Laws. Supplier in performance of this Purchase Order agrees to comply with all applicable laws, regulations and orders of governmental bodies relating to the manufacture, packaging, labeling, sale, transportation, delivery or export of the Products, the dissemination of information in connection therewith and those relating to wages, fringe benefits, hours, employee safety and health and working conditions. Supplier represents and warrants that the Products will not be produced, sold, priced or delivered in

violation of any applicable law or regulation. Without limitation, Supplier agrees to be bound by the provisions of Section 202, Executive Order 11264 and with the other provisions of said Executive Order, as amended, unless exempted by law. Unless exempted by law, Supplier further agrees to comply with the following legal requirements: Vietnam Era Veterans Readjustment Assistance Act of 1974 (30 U.S.C. 2012); Rehabilitation Act of 1973; Utilization of Minority Business Enterprises (Executive Order 11458); and Labor Surplus Area Concerns regulations, in each case as amended, and with all state and local legislation, ordinances and regulations regarding similar matters. Supplier further certifies that all Products furnished hereunder shall have been produced in compliance with all applicable requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA") and all standards and regulations promulgated pursuant to OSHA, and all applicable environmental laws, standards and regulations, the Fair Labor Standards Act of 1939, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such Products. Upon Buyer's request, Supplier shall certify that Supplier has obtained and will maintain all records, governmental licenses, permits and certifications necessary to supply the Products and that it is in compliance with all applicable laws, regulations and governmental orders.

4. Quality Documents Incorporated By Reference. The following documents are incorporated herein by reference, and Supplier must comply with all requirements of the following: ISO 9001:2000, Quality Management and Assurance Standard; SAE AS9100:2004 B, Quality Systems Model for Quality Assurance; NIST, Calibration System Requirements; and ANSI Z540-1, General Requirements for Calibration.

5. Flow-Down. There shall be a flow-down of the quality requirements of this Purchase Order to any subcontractor used in the performance of this Purchase Order. Supplier shall maintain adequate records of all such compliance with these flow-down quality requirements. The Supplier shall ensure that employees are aware of their contribution to product/service conformity, product safety and the importance of ethical behavior.

6. Government Contract Terms. If this Purchase Order indicates, or if Supplier is otherwise informed, that it is placed, directly or indirectly, under a contract of the United States Government or any State or other governmental authority ("Government Contract"), then all terms and conditions required by law, regulations or by the Government Contract with respect to this Purchase Order are incorporated herein by reference. To the extent that the terms and conditions of this Purchase Order are inconsistent with any required terms and conditions in a Government Contract, the required terms and conditions in the Government Contract will prevail and be binding on both Buyer and Supplier. Supplier agrees, upon request, to furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Supplier is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, Buyer will make available to Supplier copies of all pertinent terms and conditions required by any such Government Contracts.

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7. Warranties. Supplier expressly warrants to Buyer, Buyer's successors, assigns, customers and users of the Products, that all Products will conform to, and will be delivered in accordance with the specifications, formulas, packaging, raw materials, processing instructions, quality control instructions, drawings, samples or other descriptions furnished to Supplier by Buyer or adopted by Buyer (the "Specifications"), will be new, safe, fit and sufficient for the purpose intended, merchantable, of highest quality and workmanship, free from defect in design, materials and workmanship, in compliance with applicable law, free of any lien or encumbrance, owned solely by Supplier and delivered by the date specified in this Purchase Order. Supplier further warrants that it has the right to manufacture, sell and/or distribute the Products and that the use and/or sale of the Products, alone or in combination, will not infringe or violate any patent, trademark, copyright or other intellectual property right. Supplier further warrants (a) that it and its facilities comply in all material respects with all applicable, *i.e.*, non-preempted, federal, state and local laws, rules and regulations, and (b) that Supplier has or shall obtain and maintain all governmental licenses, permits and certifications necessary to supply the Products to Buyer. The foregoing warranties shall be in addition to Supplier's implied warranties of merchantability and fitness for a specific purpose. Any attempt to disclaim such implied warranties shall not be effective. Inspection, testing, acceptance or use of Products furnished hereunder shall not affect Supplier's obligations under any warranties provided in this Purchase Order, and such warranties shall survive inspection, testing, acceptance and use.

Supplier agrees to replace or correct defects of any Products not conforming to the stated warranties promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Supplier with the opportunity to do so. In the event Supplier has been given the opportunity to correct defects and Supplier fails to correct them or replace nonconforming Products promptly, Buyer, upon notice to Supplier, may make such corrections or replace such Products and charge Supplier for the cost incurred by Buyer in doing so. Products, goods or services provided by Supplier or its agents pursuant to repair or replacement shall be subject to the same warranty as provided above. These remedies shall survive inspection, testing, acceptance and use of the Products and shall not be deemed exclusive of any other remedy available to Buyer.

8. Indemnity and Insurance. Supplier agrees to protect, indemnify, defend and hold harmless Buyer, its shareholders, directors, officers, agents, employees, affiliates, successors, assigns, customers and users of the Products and Buyer's products that incorporate such Products (the "Buyer's Indemnified Parties"), against all liability, loss, claims, suits, demands, damage or expenses whatsoever, including, without limitation, attorneys' fees and costs ("Buyer's Damages") arising out of, caused by, or relating to: (a) Supplier's misrepresentations, breach of any of its warranties, representations, covenants or agreements contained herein; or (b) any use or consumption of the Products by Buyer's Indemnified Parties, excepting therefrom only Buyer's Damages resulting solely from Buyer's negligence; or (c) any negligence, alleged negligence or wrongful act of Supplier, its agents and representatives; and/or (d) any Buyer's Damage associated with a recall or corrective action taken with respect to the Products. In addition, Supplier shall carry worker's compensation and liability insurance coverage with respect to the indemnifiable

matters hereunder with an insurance company having a Best's rating of not less than "A" in amounts required by Buyer in Buyer's sole discretion but sufficient to enable Supplier to meet its indemnification obligations under this Purchase Order. Such insurance shall include Commercial General Liability Insurance, which includes (without limitation) coverage for business automobile, transit and other transportation liability, bodily injury liability, personal injury liability, property damage liability, advertising injury liability, medical payments, products liability, and products-completed and completed operations liability coverage, and Contractual Liability Insurance incorporated in the party's Commercial General Liability Insurance policy covering the defense and indemnification agreement and other obligations of the parties under this Purchase Order. All insurance shall provide "occurrence" based coverage. Supplier agrees to supply Buyer with appropriate certificates of such insurance, requiring not less than 30 days notice to Buyer in the event of changes in coverage, expiration or cancellation and naming Buyer as an additional named insured under such insurance policies. Such policy(ies) shall provide a waiver of subrogation against Buyer as the additional named insured and contain no cross-liability exclusion. Supplier agrees to maintain such coverage for a period of at least three years after completion or termination of this Purchase Order, whichever is later. Supplier's insurance coverage will be primary over any potentially applicable insurance. Supplier shall ensure that any umbrella or excess liability coverage shall not treat the naming of Buyer as an additional insured as a coverage change that voids or terminates such coverage. This indemnification shall be in addition to the warranty obligations of Supplier.

If Supplier breaches any of its warranties, including its express warranties and its implied warranties of merchantability and fitness for Buyer's specific purpose, Supplier shall be liable for all of Buyer's Damages, including, without limitation, the purchase price of the Products, inspection costs, costs for the care and custody of Products rightfully rejected, delivery costs, replacement and cover costs, lost profits, consequential and incidental damages.

9. Defective Products. Payment for Products and acknowledgement of receipt thereof shall not constitute an acceptance thereof. Rather, Products shall be received subject to Buyer's inspection and rejection. Defective Products or Products not in accordance with the Specifications, as determined in Buyer's sole discretion, will be rejected, and returned at Supplier's risk and expense and Buyer shall have no obligation to pay for such Products. In the event Buyer receives Products whose defects or nonconformity are not apparent on examination, Buyer reserves the right to reject such Products or require replacement, as well as payment of damages. Supplier further agrees to cooperate with Buyer in any recall or corrective action that Buyer in its sole discretion determines is necessary with respect to the Products. Nothing contained in this Purchase Order shall relieve in any way the Supplier from the obligation of testing, inspection, and quality control.

10. Root Cause Analysis/Corrective Action. Root cause analysis and corrective/preventative action is a process of finding the root cause for non-conformance and facilitating corrective actions to prevent the potential of reoccurrence of an event. Supplier shall maintain an effective and positive system for controlling non-conforming materials, including procedures for the identification, segregation, and disposition

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of these materials. If at any time, Supplier identifies non-conforming material may have been shipped to Buyer, Supplier shall notify Buyer within 24 hours of identification. Supplier agrees to provide Buyer with a written corrective action within 30 days of the non-conforming discovery. Supplier agrees to conduct a thorough root cause analysis identifying the cause for the discrepancy, identify the corrective action to prevent reoccurrence and identify any shipments to Buyer that have included the suspect material. Supplier agrees to notify Buyer of any changes in products or process definition and obtain approval.

11. Audit and Inspection. Supplier's quality system, procedures, facilities, material and products, and any future variations or generations of such products, shall be subject to inspection and audit by Buyer, Buyer's customers and regulatory authorities at any time.

12. Disaster Preparedness Plan. Supplier shall have a Disaster Preparedness Plan in place that defines what Supplier would do in the event of any type of disaster that would affect Supplier's facilities. Supplier's Disaster Preparedness Plan shall be available to Buyer upon request.

13. Modifying Specifications. Buyer reserves the right to make changes in the Specifications at any time after sending written notice to the Supplier. Such changes in the Specifications shall be effective ten (10) business days after receipt of such notice. The Buyer also reserves the right to make changes to the quantities, place of delivery, methods of shipment or packaging of any Product at any time prior to the actual shipment of such Product, and Supplier agrees to make such changes. Any difference in contract price resulting from such changes shall be equitably determined and approved by Buyer, and the Purchase Order shall be modified in writing accordingly. Supplier must assert claims for equitable adjustment within thirty (30) days of the change order. Pending price adjustment, Supplier shall proceed with performance of this Purchase Order as changed.

14. Tooling, Ownership of Designs, Confidentiality and Technical Information. Supplier does not acquire any right, title or interest in any of the trademarks or trade names of Buyer by virtue of this Purchase Order, and Supplier shall not use or in any way refer to Buyer's trademarks or trade names. Any and all Specifications, designs, blueprints, Product technology and know-how, and any future variations or generations thereof, tools, dies, drawings and other engineering, technical and manufacturing information or materials supplied by Buyer or its customer shall remain the property of Buyer or its customers and shall be treated as confidential and proprietary information and shall be returned to Buyer or its customers upon completion of this Purchase Order or upon demand. Supplier shall not disclose or use such information or materials for any purpose other than performing this Purchase Order. Supplier shall insure, and bear the risk of loss, of any property of Buyer or Buyer's customer in Supplier's possession for performance of the Purchase Order. Buyer or its customers shall also have the right to remove or repossess the above-described property at any time upon termination or cancellation, with or without cause, of any Purchase Order or part thereof, free of any claims by Supplier for lien or otherwise against the same. Any information which Buyer may disclose to Supplier with respect to the design, manufacture or sale or use of the Products, or any customer information related thereto that Buyer may share with Supplier, shall be treated as confidential and proprietary information, and shall not be disclosed or used for

any purpose other than performing this Purchase Order. Any information which Supplier may disclose to Buyer with respect to the design, manufacture or sale or use of the Products shall be deemed to have been disclosed as part of the consideration for this Purchase Order and Supplier shall not assert any claim against Buyer by reason of Buyer's use thereof. Supplier hereby assigns any rights in designs, drawings and other materials it may develop or accrue in connection with supplying the Products to Buyer pursuant hereto. No such designs, drawings or other materials, whether or not furnished by or on behalf of Buyer, shall, without Buyer's written permission, be incorporated in, or used in connection with, goods furnished to others.

15. Claims for Patent Infringement. Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer's Indemnified Parties for alleged patent, trademark, copyright or other intellectual property infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Products furnished hereunder, and Supplier further agrees to indemnify Buyer's Indemnified Parties against any and all of Buyer's Damages resulting from any such claims, suits or proceedings, including any settlements. Buyer may be represented by and actively participate through its own counsel in any such or proceeding if it so desires, and the costs of such representation shall be paid by Supplier.

16. Time of the Essence. Time is of the essence for Supplier's performance under this Purchase Order. The time for delivery shall not be extended beyond the date for delivery specified by Buyer, unless Buyer shall have agreed to an extension in writing. In addition to any other rights and remedies Buyer may have under this Purchase Order or provided by law, if the Supplier fails for any reason to timely manufacture, procure or ship sufficient quantities of the Products meeting the Specifications as ordered by Buyer in applicable Purchase Orders, Buyer may in its sole election and discretion cancel this Purchase Order in whole or in part and purchase comparable goods, services or other items elsewhere, and hold Supplier accountable for any additional costs arising from such cancellation and purchase and other damages incurred by Buyer as a result of Supplier's default. Title to and risk of loss of any Products supplied by Supplier under this Purchase Order shall remain with Supplier until delivery of said Products has been effected at the point of delivery stated in this Purchase Order.

17. Shipments. For Products manufactured and delivered in the United States, delivery of Products shall be F.O.B. at the designated location stated on the front of this Purchase Order ("Designated Location"). The term "F.O.B." has the meaning under the Uniform Commercial Code adopted in the state of Wisconsin. For Products where the designated manufacturing location is outside the United States and/or the Designated Location is outside the United States, delivery shall be Delivered Duty Paid ("DDP") at the Designated Location pursuant to INCOTERMS 2000 of the International Chamber of Commerce. In all cases, title and all risk of loss of the Products shall pass to Buyer upon delivery at the Designated Location, and Supplier shall bear all costs of packaging, shipment, transportation and unloading required to deliver the Products to Buyer at the Designated Location. All carrier's equipment shall be clean and in good repair. All Products shall be shipped within the shipping time window set forth in this Purchase Order. If Products are shipped and delivered at times other than the designated

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shipping window, Buyer reserves the right to return the Products to Supplier at Supplier's cost and/or impose a fee in an amount determined by Buyer.

18. Packaging Requirements and Invoices. Supplier shall provide the following packaging requirements on all Products: (a) Packing list requirements: Supplier's company name; date of order; Buyer PO number; Lot/sales order number; manufacture date; Buyer and vendor part numbers; print rev number; units of measure; quantity ordered and quantity shipped; shipping method; ship date; and certificate of compliance and (b) Supplier shall include a bar code label on all packaging of Products, which shall include: Buyer part number, Buyer PO number, manufacturing ID number and quantity. Invoices should be dated and mailed at the time of shipment. A separate invoice must be made for each destination showing point of shipment and how shipped; provided all shipments shall be made the least expensive way to meet required delivery, transportation charges prepaid. Invoices bearing transportation charges must be supported with attached original receipted transportation bills. When the invoice is subject to a cash discount, the discount period shall be calculated from the date of the invoice or the date the Product(s) are received by Buyer, whichever is later.

19. Supplier's Documentation. Supplier shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken. These copies shall be available, and copies of individual records furnished upon request to Buyer. Records shall be kept permanently, but in no event for less than a 10-year period after the final payment. Supplier shall also have on file any other testing requirements necessary or advisable to assure compliance with all applicable laws as well as the criteria stated in the Specifications.

20. First Article Inspection. A First Article Inspection (FAI) report is required for all items that are a brand-new part number, materials or part and are received from a new supplier or the part number print has been revised. This is not necessary for prototype parts. Supplier should record all characteristics including variable measurements and drawing notes of the item. A member of Supplier's Quality Assurance team should sign and date the report. Supplier shall keep the reports on file permanently, but in no event less than a 10-year period, and such reports shall be available to Buyer upon demand.

21. Termination.

(a) Buyer may terminate work under this Purchase Order without cause, including without limitation canceling shipments of Products, in whole or in part at any time except to the extent that the Supplier has actually shipped such Products, upon notice to Supplier which shall state the extent and effective date thereof. Upon receipt thereof, Supplier will, as and to the extent so directed, stop work and/or shipment under this Purchase Order or any subcontracts hereunder and the placement of further subcontracts hereunder, and take any necessary action to protect property in Supplier's possession in which Buyer has or may acquire an interest.

(b) With the consent of Buyer, Supplier shall retain at an agreed price, or sell at an approved price, any

Products completed or in process, the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c)(2) below and shall credit or pay the amount so agreed or received as Buyer shall direct. If and as directed by Buyer, Supplier shall transfer title to and make delivery of any such Products not so retained or sold. Proper pro rata adjustments will be made for delivery costs or savings therein.

(c) If the parties cannot, by negotiation, agree within a reasonable time upon the amount of fair pro rata compensation to Supplier upon such termination, Buyer will pay to Supplier the following amounts without duplication: (1) the contract price for all Products delivered in accordance herewith prior to the effective date of termination and not previously paid for; and (2) the actual costs indicated by Supplier which are properly allocable or apportionable under recognized commercial accounting practices to, and incurred solely in respect of, the terminated portion of this Purchase Order and which are not salvageable by Supplier. Payment made under this subparagraph (c) shall in no event exceed the aggregate purchase price for the Products less payments otherwise made or to be made.

(d) Notwithstanding the provisions of this section 21, Buyer may, at its option, immediately terminate this Purchase Order for cause and without liability (except for conforming shipments previously accepted by Buyer) in the event Supplier shall (1) cease to exist, (2) become insolvent or the subject of bankruptcy (but only to the extent permitted by law) or insolvency proceedings, (3) commit a breach or default in the performance of any part of its obligation hereunder, (4) deliver Product that is late, defective or does not conform to the requirements of this Purchase Order, (5) fail to provide Buyer upon request with adequate assurances of future performance, or (6) be unable or unwilling to meet Product quality standards, production schedules or delivery dates. In the event of termination for cause, Buyer shall not be liable to Supplier for any amount (except for conforming shipments previously accepted by Buyer), and Supplier shall be liable to Buyer for any and all of Buyer's Damages sustained by reason of or resulting from the termination.

22. Remedies. The remedies herein reserved shall be cumulative and additional to all other remedies provided in law or equity. Buyer hereby notifies Supplier that Buyer objects to and specifically rejects any attempt by Supplier to limit or condition its liability for breach of damages arising out of its performance or non-performance of this Purchase Order. No waiver of a breach hereunder shall constitute a waiver of any other or further breach, term, condition or right hereunder.

23. Governing Law. This Purchase Order and the contract resulting here from shall be governed by, construed and enforced in accordance with the internal laws of the State of Wisconsin (including, without limitation, the Uniform Commercial Code adopted in Wisconsin and excluding the United Nations Convention on Contracts for the International Sale of Goods) without regard for its principles of conflicts of laws. This Purchase Order and all documents relating to it shall be in English and any proceeding relating to this Purchase Order shall be in English. Each party hereby irrevocably consents, admits, and submits itself to the jurisdiction of the state courts found in Milwaukee, Wisconsin USA and the federal court found in the Eastern District of Wisconsin USA and each party waives any claim of forum non-convenient.

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24. Electronic Data Interchange. Supplier agrees to comply with the terms and conditions adopted by the Buyer and provided to Supplier from time to time regarding Electronic Data Interchange ("EDI") in connection with the performance of this Purchase Order. Supplier shall certify that it is in compliance with such terms and conditions upon Buyer's request.

25. Miscellaneous. Buyer shall have the right, but shall have no obligation, to review, audit and copy Supplier's (and Supplier's subcontractor's) records and inspect Supplier's (and Supplier's subcontractor's) facilities, to verify all prices and charges invoiced to Buyer and to confirm Supplier's (and Supplier's subcontractor's) compliance with Supplier's obligations under this Purchase Order. Nothing stated herein shall be construed to limit or negate any common or statutory law where such law provides Buyer with broader protection of trade secrets than the protection provided by this Purchase Order. Supplier is an independent contractor and shall not be considered an agent or legal representative of Buyer for any purpose and shall not have any authority to represent or bind Buyer in any contract with any third party. Supplier shall be solely responsible for the conduct of its business operations. No part of this Purchase Order may be assigned or subcontracted by Supplier without prior written approval of Buyer. The provisions of this Purchase Order are severable. Whenever possible, each paragraph of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion of this Purchase Order is deemed invalid or unenforceable, the remaining sections shall still be enforceable unless removal of that portion so materially alters the risks and benefits to either party that enforcement would be substantially unfair. In such a case, the parties agree to immediately negotiate a substitute clause to restore each party as closely as possible to the risks and benefits originally assumed. The provisions found in Sections 1, 2, 3, 6, 7, 8, 9, 14, 15, 21, 22, 23, 25 and 26 and any other provision where the performance or effectiveness of which naturally survives, shall survive if this Purchase Order should be adjudged null and void or should be canceled or terminated for any reason.

26. Entire Agreement. This Purchase Order, together with Buyer's change orders and instructions, and any documents referred to on the face or back hereof, constitute the entire contract between the parties. No waiver or amendment of any provision of this Purchase Order shall be effective unless in writing and signed by an authorized representative of Buyer.