

IPS CUSTOM AUTOMATION COMMERCIAL (SIMPLIFIED) STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS (GOODS AND SERVICES)

Section 1- Purpose. These Commercial Purchase Order Terms and Conditions establish the standard contractual terms governing routine commercial purchases of goods and services by
IPS Custom Automation.
These Terms and Conditions are intended for lower-risk commercial procurements and apply unless otherwise stated in the Purchase Order.

Section 2- Applicability. These Terms and Conditions apply unless the Purchase Order expressly incorporates another set of terms and conditions or identifies additional contractual requirements.

Unless otherwise specified in the Purchase Order, these Terms apply to purchases involving:

- Commercial products
- Commercial services
- COTS products
- Industrial distributors
- OEM replacement parts
- Standard fabrication
- Standard machining
- Office equipment
- Maintenance materials
- Consumables
- Low-risk software licenses
- Routine installation services

SECTION 3- DEFINITIONS

3.1 Buyer. "Buyer" means **IPS Custom Automation**, together with its successors, assigns, and authorized representatives.

3.2 Seller. "Seller" means the individual, partnership, corporation, limited liability company, or other legal entity identified on the Purchase Order that agrees to furnish the Goods or Services.

3.3 Purchase Order ("PO"). "Purchase Order" means the written purchase order issued by Buyer, including these Commercial Purchase Order Terms and Conditions and any specifications, drawings, statements of work, exhibits, attachments, or other documents expressly incorporated by reference.

3.4 Goods. "Goods" means all products, materials, equipment, supplies, software, or other items to be furnished by Seller under the Purchase Order.

3.5 Services. "Services" means all labor, work, installation, repair, maintenance, engineering, consulting, technical, professional, or other services to be performed by Seller under the Purchase Order.

3.6 Deliverables. "Deliverables" means all Goods, Services, reports, documentation, drawings, software, data, or other work product required to be provided by Seller under the Purchase Order.

3.7 Confidential Information. "Confidential Information" means any non-public business, commercial, financial, technical, or proprietary information disclosed by Buyer to Seller in any form that is identified as confidential or that a reasonable person would understand to be confidential based on its nature and the circumstances of disclosure.

Section 4- ACCEPTANCE

4.1 Acceptance of Purchase Order. Seller shall be deemed to have accepted this Purchase Order upon the earliest of: (a) written acknowledgment of the Purchase Order; (b) commencement of performance; (c) shipment of any Goods; (d) performance of any Services; or (e) any other conduct indicating Seller's acceptance of the Purchase Order.

4.2 Order Acknowledgment. Unless otherwise specified in the Purchase Order, Seller shall acknowledge receipt and acceptance of the Purchase Order within **five (5) business days** after receipt. Failure to provide a written acknowledgment shall not relieve Seller of its obligations if Seller has otherwise accepted the Purchase Order under Section 2.1.

4.3 Exceptions. Seller shall promptly notify Buyer in writing of any requested deviation, exception, or inability to comply with the Purchase Order. No deviation, modification, or additional term shall be effective unless expressly accepted in writing by Buyer's authorized representative.

4.4 Conflicting Terms. This Purchase Order is expressly conditioned upon Seller's acceptance of its terms. Any additional, inconsistent, or different terms contained in Seller's quotation, acknowledgment, invoice, website, or other document are rejected and shall not become part of the Purchase Order unless expressly agreed to in writing by Buyer's authorized representative.

4.5 Entire Agreement. The Purchase Order, together with any documents expressly incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to the Goods and Services covered by the Purchase Order and supersedes all prior or contemporaneous proposals, quotations, negotiations, representations, or agreements relating to the subject matter of the Purchase Order.

SECTION 5 – PRICING AND PAYMENT

5.1 Prices. The prices stated in the Purchase Order are firm and shall not be increased without Buyer's prior written approval. Unless otherwise expressly stated in the Purchase Order, the prices include all costs associated with furnishing the Goods or Services, including labor, materials, packaging, handling, transportation, insurance, and all other charges necessary for complete performance, excluding separately stated applicable sales or use taxes.

5.2 Invoices. Seller shall submit accurate and complete invoices referencing the applicable Purchase Order number. Each invoice shall include sufficient detail to identify the Goods or Services provided, quantities, unit prices, and any supporting documentation reasonably required by Buyer. Invoices shall be submitted only after shipment of conforming Goods or satisfactory performance of Services, unless otherwise specified in the Purchase Order.

5.3 Payment Terms. Buyer shall pay undisputed invoices in accordance with the payment terms specified in the Purchase Order. Payment shall not constitute acceptance of the Goods or Services, nor shall it waive Buyer's rights to inspect, reject, or seek remedies for nonconforming Goods or Services.

5.4 Disputed Invoices. Buyer may withhold payment of any disputed amount in good faith pending resolution of the dispute. Buyer shall notify Seller of the basis for the dispute, and the Parties shall cooperate in good faith to resolve the matter promptly. Payment of undisputed amounts shall not be delayed solely because other amounts are disputed.

5.5 Taxes. Seller is responsible for all taxes, duties, fees, and other governmental charges arising from its performance under the Purchase Order, except those that Buyer is legally required to pay. Any applicable taxes shall be separately identified on Seller's invoice.

5.6 Setoff. To the extent permitted by applicable law, Buyer may offset against amounts otherwise payable to Seller any amounts owed by Seller to Buyer under this Purchase Order or any other agreement between the Parties.

5.7 No Advance Payment. Unless expressly stated in the Purchase Order, Buyer shall have no obligation to make advance payments, deposits, or progress payments.

SECTION 6 – CHANGES

6.1 Changes by Buyer. Buyer may, by written notice, request changes within the general scope of the Purchase Order, including changes to the Goods, Services, specifications, drawings, quantities, delivery schedule, or other requirements.

6.2 Notice of Impact. If a requested change affects the price, delivery schedule, or Seller's performance, Seller shall promptly notify Buyer in writing and provide a reasonable estimate of the resulting cost or schedule impact. Seller shall not proceed with the requested change until authorized in writing by Buyer, unless otherwise directed by Buyer.

6.3 Written Authorization. No modification to the Purchase Order, including any adjustment to price, scope, specifications, quantities, or delivery schedule, shall be valid unless approved in writing by Buyer's authorized representative through a Purchase Order revision, amendment, or other written authorization.

6.4 Unauthorized Changes. Seller shall not make substitutions or changes to the Goods, Services, Deliverables, specifications, materials, manufacturing processes, manufacturing location, design, software, firmware, or approved subcontractors without Buyer's prior written approval. Buyer may reject or require correction of any unauthorized change at Seller's sole expense.

6.5 Equitable Adjustment. If Buyer authorizes a change that materially affects Seller's cost or time for performance, the Parties shall negotiate an equitable adjustment to the Purchase Order. Pending resolution of any adjustment, Seller shall continue performance unless otherwise directed by Buyer.

SECTION 7 – SHIPPING, DELIVERY, PACKAGING, AND RISK OF LOSS

7.1 Delivery. Seller shall deliver the Goods and perform the Services in accordance with the delivery dates, quantities, and locations specified in the Purchase Order. Time is of the essence unless otherwise expressly stated in the Purchase Order.

7.2 Packaging and Shipping. Seller shall properly package, mark, label, and ship the Goods in accordance with commercially accepted practices and any requirements specified in the Purchase Order to prevent damage, deterioration, or loss during transportation.

7.3 Shipping Documentation. Each shipment shall include, as applicable, a packing list, shipping documentation, certificates, and any other documentation required by the Purchase Order. Seller shall clearly identify the applicable Purchase Order number on all shipping documents, containers, and correspondence.

7.4 Delays. Seller shall promptly notify Buyer in writing of any actual or anticipated delay affecting delivery or performance and shall provide the reason for the delay, its

expected duration, and the corrective actions being taken. Such notice shall not relieve Seller of its obligations under the Purchase Order unless otherwise agreed by Buyer in writing.

7.5 Partial Shipments. Partial shipments or early deliveries are permitted only with Buyer's prior written approval unless otherwise specified in the Purchase Order.

7.6 Risk of Loss and Title. Unless otherwise specified in the Purchase Order, risk of loss or damage to the Goods shall remain with Seller until the Goods are delivered to and accepted at the destination specified in the Purchase Order. Title to the Goods shall pass to Buyer upon delivery, unless otherwise expressly stated in the Purchase Order.

7.7 Nonconforming Shipments. Buyer may reject shipments that fail to comply with the Purchase Order, including shipments that are late, incomplete, improperly packaged, damaged, or otherwise nonconforming. Rejection shall be without prejudice to any other rights or remedies available to Buyer.

SECTION 8 – INSPECTION AND ACCEPTANCE

8.1 Inspection. Buyer may inspect and test the Goods or Services at a reasonable time before or after delivery to determine compliance with the Purchase Order. Buyer's inspection, testing, or failure to inspect shall not relieve Seller of its obligations under the Purchase Order.

8.2 Acceptance. Acceptance shall occur only after Buyer has had a reasonable opportunity to inspect the Goods or Services and determines that they conform to the requirements of the Purchase Order. Payment, inspection, use, or partial acceptance shall not constitute acceptance of nonconforming Goods or Services or waive any of Buyer's rights or remedies.

8.3 Nonconforming Goods or Services. If any Goods or Services fail to conform to the Purchase Order, Buyer may, at its option and at Seller's expense:

- (a) reject the nonconforming Goods or Services;
- (b) require Seller to promptly repair, replace, or reperform the nonconforming Goods or Services;
- (c) accept the nonconforming Goods or Services subject to an equitable reduction in the Purchase Order price; or
- (d) pursue any other rights or remedies available under the Purchase Order or applicable law.

8.4 Costs. Seller shall be responsible for all reasonable costs associated with the return, repair, replacement, reperformance, transportation, handling, inspection, and reinspection of rejected or nonconforming Goods or Services.

8.5 Latent Defects. Buyer's acceptance of Goods or Services shall not waive its right to reject or seek remedies for latent defects, fraud, gross negligence, willful misconduct, or Seller's breach of warranty discovered after acceptance.

SECTION 9 – WARRANTIES

9.1 General Warranty. Seller warrants that all Goods and Services furnished under the Purchase Order shall: (a) conform to the requirements of the Purchase Order, including applicable specifications, drawings, samples, and descriptions; (b) be new, unless otherwise expressly approved by Buyer in writing; (c) be free from defects in design (to the extent Seller is responsible for the design), material, and workmanship; (d) be merchantable and fit for their intended purpose where Seller knows or has reason to know such purpose; and (e) comply with all applicable laws and regulations.

9.2 Services Warranty. Seller warrants that all Services shall be performed in a professional and workmanlike manner by qualified personnel, using the degree of care, skill, and diligence ordinarily exercised by providers performing similar services.

9.3 Warranty Period. Unless a longer warranty period is specified in the Purchase Order or provided by Seller, the warranties under this Section shall remain in effect for **twelve (12) months** from Buyer's acceptance of the Goods or completion of the Services.

9.4 Remedies. If any Goods or Services fail to comply with the warranties set forth in this Section, Buyer may, at its option and at Seller's expense, require Seller to promptly repair, replace, or reperform the nonconforming Goods or Services, refund the purchase price, or pursue any other rights or remedies available under the Purchase Order or applicable law.

9.5 Warranty Corrections. Seller shall bear all reasonable costs associated with the repair, replacement, reperformance, transportation, removal, reinstallation, and redelivery of nonconforming Goods or Services covered by this warranty.

9.6 Cumulative Warranties. The warranties provided in this Section are in addition to, and not in lieu of, any warranties provided by applicable law or expressly offered by Seller. Any longer or more favorable warranty offered by Seller shall apply unless otherwise agreed in writing by Buyer.

SECTION 10 – QUALITY REQUIREMENTS

10.1 Quality. Seller shall maintain commercially reasonable quality management practices appropriate to the Goods and Services provided under the Purchase Order and shall ensure that all Deliverables conform to the requirements of the Purchase Order.

10.2 Product Conformity. Seller shall deliver Goods and Services that conform to the applicable specifications, drawings, descriptions, samples, and other requirements identified in the Purchase Order. Seller shall not substitute materials, components, manufacturing processes, manufacturing locations, or approved subcontractors without Buyer's prior written approval.

10.3 Nonconforming Product. Seller shall promptly notify Buyer upon becoming aware of any actual or suspected nonconforming Goods or Services that may affect the Purchase Order. Seller shall cooperate with Buyer in evaluating the nonconformance and implementing appropriate corrective action.

10.4 Corrective Action. Upon Buyer's reasonable request, Seller shall investigate the cause of any quality issue and promptly implement appropriate corrective actions to prevent recurrence. Seller shall provide Buyer with information regarding the corrective actions taken upon request.

10.5 Records. Seller shall maintain records reasonably necessary to demonstrate compliance with the quality requirements of the Purchase Order for the period required by applicable law or for **not less than three (3) years** after final payment, whichever is longer.

SECTION 11 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1 Confidential Information. Seller shall protect Buyer's Confidential Information from unauthorized access, use, or disclosure and shall use such information solely for the purpose of performing the Purchase Order. Seller shall exercise at least the same degree of care used to protect its own confidential information, but no less than a reasonable degree of care.

11.2 Permitted Disclosure. Seller shall not disclose Buyer's Confidential Information to any third party except to employees, agents, or subcontractors who have a legitimate need to know the information for purposes of performing the Purchase Order and who are bound by confidentiality obligations no less protective than those contained herein.

11.3 Ownership of Information. All Confidential Information, drawings, specifications, data, software, documentation, and other materials provided by Buyer shall remain the exclusive property of Buyer. No license or ownership rights are granted to Seller except as necessary to perform the Purchase Order.

11.4 Return or Destruction. Upon Buyer's request or upon completion or termination of the Purchase Order, Seller shall promptly return or securely destroy Buyer's Confidential Information, except to the extent retention is required by applicable law or for legitimate record retention purposes.

11.5 Remedies. Seller acknowledges that unauthorized use or disclosure of Buyer's Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Buyer shall be entitled to seek any remedies available at law or in equity, including injunctive relief.

11.6 Survival. Seller's obligations under this Section shall survive completion, expiration, cancellation, or termination of the Purchase Order for so long as the Confidential Information remains confidential or as otherwise required by applicable law.

SECTION 12 – COMPLIANCE WITH LAWS

12.1 Compliance with Laws. Seller shall perform the Purchase Order in compliance with all applicable federal, state, and local laws, regulations, ordinances, and governmental requirements applicable to the Goods, Services, and Seller's performance under the Purchase Order.

12.2 Business Ethics. Seller shall conduct its business in an ethical and lawful manner and shall maintain policies and practices designed to prevent fraud, bribery, corruption, conflicts of interest, and other unlawful or unethical conduct.

12.3 Product Compliance. Seller warrants that all Goods and Services furnished under the Purchase Order comply with all applicable legal and regulatory requirements, including applicable health, safety, environmental, and product compliance requirements.

12.4 Government Contract Requirements. When this Purchase Order is issued in support of a United States Government contract, Seller shall comply with the Government contract requirements, including any applicable FAR, DFARS, DPAS, or customer-specific flow-down requirements expressly identified in the Purchase Order or incorporated Contract Documents.

12.5 Notification. Seller shall promptly notify Buyer of any actual or suspected violation of applicable law or governmental action that could materially affect Seller's ability to perform the Purchase Order or the conformity of the Goods or Services.

SECTION 13 – INSURANCE

13.1 Insurance. Seller shall maintain, at its own expense, insurance coverage appropriate to the nature of the Goods or Services provided under the Purchase Order and as required

by applicable law. Such insurance shall be maintained with financially responsible insurers authorized to conduct business in the jurisdiction where the work is performed.

13.2 Additional Requirements. If the Purchase Order specifies minimum insurance types or coverage limits, Seller shall maintain such insurance throughout the performance of the Purchase Order and, upon Buyer's reasonable request, provide certificates of insurance or other evidence of coverage.

13.3 Subcontractors. Seller shall require subcontractors performing work under the Purchase Order to maintain insurance appropriate to the risks associated with their work. Seller remains responsible for the acts and omissions of its subcontractors.

13.4 No Limitation of Liability. Seller's maintenance of insurance shall not limit or satisfy Seller's obligations or liability under the Purchase Order.

SECTION 14 – INDEMNIFICATION

14.1 Seller Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any third-party claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Seller's breach of the Purchase Order;
- (b) the negligent acts or omissions or willful misconduct of Seller or its employees, agents, or subcontractors;
- (c) bodily injury, death, or damage to property caused by the Goods, Services, or Seller's performance under the Purchase Order; or
- (d) Seller's violation of applicable law.

14.2 Intellectual Property. Seller shall defend and indemnify Buyer against any third-party claim alleging that the Goods or Services supplied by Seller infringe any United States patent, copyright, trademark, or other intellectual property right, except to the extent the claim results solely from specifications or designs furnished by Buyer.

14.3 Buyer Cooperation. Buyer shall promptly notify Seller of any claim subject to this Section and shall reasonably cooperate in the defense of the claim. Seller shall not settle any claim imposing liability or obligations upon Buyer without Buyer's prior written consent, which shall not be unreasonably withheld.

14.4 Exclusive Responsibility. The obligations set forth in this Section are in addition to, and shall not limit, any other rights or remedies available to Buyer under the Purchase Order or applicable law.

SECTION 15 – LIMITATION OF LIABILITY

15.1 Limitation of Liability. Except as provided in Section 15.2, neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of revenue, loss of business opportunity, or loss of goodwill, arising out of or relating to the Purchase Order, regardless of the legal theory asserted, except to the extent such damages are awarded to a third party in connection with a claim subject to Seller's indemnification obligations.

15.2 Exceptions. The limitations set forth in this Section shall not apply to:

- (a) Seller's indemnification obligations under the Purchase Order;
- (b) damages arising from Seller's fraud, gross negligence, or willful misconduct;
- (c) Seller's breach of its confidentiality obligations;
- (d) Seller's infringement or misappropriation of intellectual property rights;
- (e) amounts owed by Seller for repair, replacement, reperformance, or refund of nonconforming Goods or Services; or
- (f) liability that cannot be limited or excluded under applicable law.

15.3 Exclusive Remedies. The limitations contained in this Section shall not limit Buyer's right to reject nonconforming Goods or Services, require repair or replacement, terminate the Purchase Order, recover amounts paid for nonconforming Goods or Services, or pursue any other remedies expressly provided under the Purchase Order or applicable law.

SECTION 16 – FORCE MAJEURE

16.1 Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under the Purchase Order to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor disputes, governmental actions, transportation disruptions, utility failures, or other similar events that could not have been prevented through the exercise of reasonable diligence ("Force Majeure Event").

16.2 Notice and Mitigation. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event, its anticipated effect on performance, and the estimated duration of the delay. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

16.3 Suspension of Performance. Performance of the affected obligations shall be suspended only for the duration of the Force Majeure Event. All obligations not affected by the Force Majeure Event shall continue to be performed.

16.4 Extended Force Majeure. If the Force Majeure Event continues for more than **thirty (30) consecutive days**, or for such other period specified in the Purchase Order, Buyer may terminate the affected portion of the Purchase Order without liability upon written notice to Seller.

16.5 Exclusions. A Force Majeure Event shall not include Seller's financial condition, increased costs, market fluctuations, labor shortages that are reasonably avoidable, or the failure of Seller's subcontractors or suppliers to perform unless such failure is itself caused by a qualifying Force Majeure Event.

SECTION 17 – TERMINATION

17.1 Termination for Convenience. Buyer may terminate all or any part of the Purchase Order for its convenience at any time upon written notice to Seller. Upon receipt of such notice, Seller shall immediately stop work as directed, minimize further costs, and take reasonable steps to protect work in progress. Buyer shall pay Seller for conforming Goods delivered and accepted, Services satisfactorily performed, and reasonable, documented costs incurred prior to the effective date of termination. Buyer shall not be liable for anticipated profits, unperformed work, or consequential damages arising from the termination.

17.2 Termination for Cause. Buyer may terminate the Purchase Order, in whole or in part, immediately upon written notice if Seller:

(a) fails to deliver the Goods or perform the Services within the time required by the Purchase Order;

(b) fails to comply with any material requirement of the Purchase Order and does not cure such failure within **ten (10) calendar days** after receiving written notice from Buyer, unless the breach is incapable of cure;

(c) becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases to conduct business in the ordinary course; or

(d) engages in fraud, illegal conduct, or any act that materially impairs Seller's ability to perform the Purchase Order.

17.3 Buyer's Remedies. Upon termination for cause, Buyer may procure substitute Goods or Services from another source, and Seller shall be responsible for any reasonable excess costs incurred by Buyer to the extent permitted by applicable law. Buyer may also exercise any other rights or remedies available under the Purchase Order or applicable law.

17.4 Seller's Obligations. Upon termination of the Purchase Order, Seller shall promptly deliver to Buyer all completed Goods, work in progress, documentation, and other materials for which Buyer has paid or is obligated to pay, and shall return any Buyer-furnished property or Confidential Information in Seller's possession as directed by Buyer.

17.5 Accrued Rights. Termination of the Purchase Order shall not affect any rights, obligations, or remedies that accrued prior to the effective date of termination.

SECTION 18 – ASSIGNMENT AND SUBCONTRACTING

18.1 Assignment. Seller shall not assign, transfer, delegate, or otherwise dispose of the Purchase Order or any of its rights or obligations, whether voluntarily, by operation of law, or otherwise, without Buyer's prior written consent. Any attempted assignment without such consent shall be void, except that Buyer may assign the Purchase Order to an affiliate, successor, or purchaser of substantially all of its assets without Seller's consent.

18.2 Subcontracting. Seller shall not subcontract any material portion of the Goods or Services without Buyer's prior written consent if such consent is required by the Purchase Order. Seller shall remain fully responsible for the performance of its subcontractors and suppliers and for ensuring that all subcontracted work conforms to the requirements of the Purchase Order.

18.3 No Release of Responsibility. Buyer's approval of any assignment or subcontract shall not relieve Seller of its obligations or liabilities under the Purchase Order.

SECTION 19- RECORDS AND AUDIT

19.1 Records. Seller shall maintain complete and accurate records reasonably necessary to demonstrate compliance with the Purchase Order, including records relating to the Goods, Services, pricing, delivery, and warranties, for a period of **three (3) years** following final payment or for such longer period as required by applicable law.

19.2 Audit and Inspection. Upon reasonable advance notice and during normal business hours, Buyer may review records directly related to the performance of the Purchase Order to verify Seller's compliance with its contractual obligations. Any such review shall be conducted in a manner that minimizes disruption to Seller's business operations and protects Seller's confidential information.

19.3 Confidentiality. Buyer shall protect any confidential or proprietary information obtained during a review or audit in accordance with the confidentiality obligations set forth in the Purchase Order.

19.4 Noncompliance. If an audit identifies a material failure to comply with the Purchase Order, Seller shall promptly take appropriate corrective action and reimburse Buyer for any overpayments or other amounts due resulting from such noncompliance.

SECTION 20- GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law. The Purchase Order shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict of laws principles.

20.2 Good Faith Resolution. The Parties shall make a good faith effort to resolve any dispute arising out of or relating to the Purchase Order through prompt negotiations between authorized representatives before initiating legal proceedings.

20.3 Venue and Jurisdiction. Any legal action, suit, or proceeding arising out of or relating to this Purchase Order shall be brought exclusively in the state courts located in **Tarrant County, Texas**, or the **United States District Court for the Northern District of Texas, Fort Worth Division**. Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

20.4 Continued Performance. Unless otherwise directed by Buyer, Seller shall continue performance of the Purchase Order during the resolution of any dispute to the extent reasonably practicable.

SECTION 21- MISCELLANEOUS

21.1 Entire Agreement. The Purchase Order, including any documents expressly incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to the subject matter of the Purchase Order and supersedes all prior or contemporaneous proposals, negotiations, representations, or agreements relating thereto.

21.2 Order of Precedence. In the event of any conflict among the Contract Documents, the following order of precedence shall apply unless expressly stated otherwise in the Purchase Order: (a) Purchase Order; (b) written amendments or modifications; (c) specifications, drawings, or statements of work; and (d) these Commercial Purchase Order Terms and Conditions.

21.3 Waiver. A failure or delay by either Party to enforce any provision of the Purchase Order shall not constitute a waiver of that provision or of any other right or remedy. Any waiver shall be effective only if made in writing and signed by the Party granting the waiver.

21.4 Severability. If any provision of the Purchase Order is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be enforced to the fullest extent permitted by applicable law.

21.5 Independent Contractor. Seller is an independent contractor and nothing contained in the Purchase Order shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.

21.6 Electronic Transactions. The Parties agree that the Purchase Order, amendments, acknowledgments, approvals, and other communications may be executed, transmitted, and maintained electronically. Electronic signatures and electronic records shall have the same legal effect as original handwritten signatures to the fullest extent permitted by applicable law.

21.7 Notices. All notices required under the Purchase Order shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or electronic mail to the addresses identified in the Purchase Order, unless either Party designates a different address by written notice.

21.8 Survival. Any provision of the Purchase Order that by its nature is intended to survive expiration or termination, including provisions relating to payment obligations, warranties, confidentiality, intellectual property, indemnification, limitation of liability, records retention, governing law, and dispute resolution, shall survive to the extent necessary to give effect to its purpose.

21.9 No Third-Party Beneficiaries. Except as expressly provided in the Purchase Order, nothing herein is intended to confer any rights or remedies upon any person or entity other than the Parties and their respective permitted successors and assigns.