

**GENERAL TERMS OF PURCHASE OF EQUIPMENT,
NON PRECIOUS PRODUCTS AND SERVICES**

These General Terms of Purchase of Equipment, Non Precious Products and Services (the “Terms and Conditions”) apply to and are a part of all Purchase Orders (“Purchase Order”) issued by Metalor Technologies USA Corporation and/or its applicable affiliates, subsidiaries and divisions (together, “METALOR”).

1. Offer; Acceptance; Exclusive Terms.

- 1.1 Each Purchase Order, including these Terms and Conditions, is an offer by METALOR to the party to whom the Purchase Order is addressed and that party’s affiliates and subsidiaries (together “SUPPLIER”) to enter into a contract for the production, purchase and sale of the goods and/or services specified in the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs and drawings provided to SUPPLIER by METALOR (collectively, “Goods”). Each Purchase Order, including these Terms and Conditions, will be deemed accepted by SUPPLIER by SUPPLIER’S shipment of Goods, performance of services, commencement of work on Goods, written acknowledgement, or any other conduct of SUPPLIER that recognizes the existence of a contract pertaining to the subject matter of the Purchase Order. Unless otherwise agreed, the offer shall be valid for a three month period from the date of receipt by METALOR. METALOR may withdraw from negotiations with the SUPPLIER at any time without owing SUPPLIER any compensation.
- 1.2 SUPPLIER’S acceptance is expressly limited to these Terms and Conditions. Any purported acceptance of any Purchase Order on terms and conditions which attempt to modify, supersede, supplement or otherwise alter these Terms and Conditions will not be binding upon METALOR.
- 1.3 The validity of a Purchase Order shall be subject to a written and duly signed or e-mailed Purchase Order sent by METALOR. If forecasts are given by METALOR to the SUPPLIER (for example the quality or the volume of goods negotiated), these will be for informational purposes only, without amounting to an express order.
- 1.4 Every Purchase Order must be confirmed in writing by the SUPPLIER to METALOR within three (3) working days following receipt of the Purchase Order, either by mail, fax or e-mail. The confirmation must in all respects be in accordance with the Purchase Order.
- 1.5 The fulfilment of the Purchase Order shall be ensured by the SUPPLIER in accordance with its customary practice and cannot be entrusted to one or several of the SUPPLIER’s subcontractors without prior written agreement from METALOR.

2. Price and Payment

- 2.1 The price of the goods and services shall be stated in the Purchase Order, and unless otherwise so stated, shall include all accessory expenses such as transport costs, insurance, packaging, loading, unloading, VAT, sales, use or excise taxes and all customs duties, fees or charges, etc. Such costs shall be clearly detailed by the SUPPLIER where applicable. Taxes to be listed as a separate item for government reporting purposes.
- 2.2 If it is not possible to negotiate the prices beforehand, especially in case of emergencies, the SUPPLIER agrees to align its prices with those in the sector of activity.
- 2.3 The agreed price shall include, among other things, any execution plans and drawings, samples, operating instructions, minor and major maintenance instructions, a list of spare parts and any documents that may be requested by METALOR.
- 2.4 SUPPLIER warrants that the prices charged for the goods delivered under this Purchase Order are the lowest prices charged by SUPPLIER to any of its external customers for similar volumes of similar goods. If SUPPLIER charges any external customer a lower price for a similar volume of similar goods, SUPPLIER must notify METALOR and apply that price to all goods ordered under this Purchase Order. If at any time prior to full performance of this Purchase Order METALOR notifies SUPPLIER in writing that METALOR has received a written offer from another SUPPLIER for goods similar to those to be provided under this Purchase Order at a price lower than the price set forth in this Purchase Order, SUPPLIER is obligated to



immediately meet the lower price for any undelivered goods. If SUPPLIER fails to meet the lower price, METALOR, at its option, may terminate the balance of this Purchase Order without liability.

- 2.5 After each shipment made or service supplied, SUPPLIER will submit an invoice to METALOR and each invoice shall reference the Purchase Order number. Unless otherwise stated in the Purchase Order, terms of payment shall be net thirty (30) days after the later of (a) METALOR's receipt of SUPPLIER's correct invoice; or (b) METALOR's acceptance of the applicable goods or services.
- 2.6 METALOR shall be entitled to setoff against the price any sums owed to METALOR by SUPPLIER.

3. Transport: Transfer of Risks, Transfer of Ownership, & Insurance

- 3.1 Unless agreed otherwise, the SUPPLIER shall bear all costs and risks of transport and delivery of the ordered goods. Transference of the risks and ownership to METALOR takes place on receipt of the goods at the address agreed in the Purchase Order or, if no address is given, at the METALOR address printed on the Purchase Order.
- 3.2 The SUPPLIER shall be liable for all damages or losses of ordered goods and shall have adequate insurance policies, in terms of coverage as well as insured value. At METALOR's request, the SUPPLIER shall remit adequate insurance certificates to METALOR within a period of 10 days from the request.
- 3.3 The material, tools and/or documents remitted by METALOR to the SUPPLIER for the Purchase Order's execution shall remain METALOR's property. The SUPPLIER will treat them carefully and will take all necessary protective measures at its own expense.

4. Delivery: Packaging, Late Delivery, & Defects

- 4.1 The SUPPLIER shall deliver the ordered goods on the date and at the place indicated in the Purchase Order or, if no indication is given, to METALOR's address printed on the Purchase Order, during normal business hours from 7:30 a.m. to 4:30 p.m. (EST).
- 4.2 Any delivery of goods shall be accompanied by a delivery slip that includes METALOR's Purchase Order number.
- 4.3 Time is and shall remain of the essence with respect to the Purchase Order.

Packaging

- 4.4 The SUPPLIER shall be responsible for the suitability of the packaging in relation to the goods delivered, means of transport employed and the current legislation on packaging and environment. The goods must be packaged securely and each shipment must include documentation stating the exact quantities and description of the goods shipped. In the absence of such documents, METALOR's count and verification will be deemed final. Applicable quality certifications will accompany each goods shipment, unless otherwise specified on the front page of the Purchase Order. When required by the packaged goods, the SUPPLIER shall indicate the way to remove any additional protection or other parts of the packaging as well as the appropriate way of handling.
- 4.5 METALOR reserves the right to return the packaging and the container and to be credited for them.

Late Delivery:

- 4.6 When the date of delivery of the goods is set and the delivery is late, the SUPPLIER shall be considered in default as soon as the period for delivery expires, unless it gives notice in due course of the problems encountered and the contracting parties agree on an alternative solution.
- 4.7 In case of late delivery, METALOR shall have the right to claim late delivery penalties from the SUPPLIER at a rate of 0.2% of the total amount of the order per each day of delay, up to a maximum of 10%. In all cases where the SUPPLIER is in default to deliver, METALOR reserves the right to claim all losses and damages and terminate the balance of the Purchase Order without liability.
- 4.8 The SUPPLIER may not advance the delivery date or carry it out partially without METALOR's prior written agreement. On the other hand, METALOR may postpone the date of delivery within a reasonable period compensating the SUPPLIER for any related costs.

Defects

- 4.9 All goods shall be received subject to METALOR's right of inspection and rejection. Defective or non-conforming goods or goods supplied in excess of quantities called for herein will be held for SUPPLIER's instruction at SUPPLIER's risk and if SUPPLIER so directs, will be returned to SUPPLIER at SUPPLIER's



expense. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that METALOR may have against SUPPLIER.

- 4.10 SUPPLIER agrees to respond to quality related issues within two (2) business days of receipt by SUPPLIER of a quality issue.

5. Plans, Instructions, & Other Documents

- 5.1 When the order pertains to a good to be built, realized and/or custom-made, the SUPPLIER will submit execution plans, drawings and/or samples of the ordered good to METALOR for approval before launching production. The approval of the plans and/or samples by METALOR in no way reduces the SUPPLIER's liability and guarantees.
- 5.2 At the time of delivery of the goods or at an earlier time, the SUPPLIER shall remit to METALOR the final execution plans and drawings, the specifications and security sheet for the products in English, samples, operating instructions, minor and major maintenance instructions, the list of spare parts needed for effective maintenance and all certificates and other documents required by law.

6. Warranty

- 6.1 SUPPLIER warrants to METALOR, its successors, assigns, customers and end users that upon delivery, and during the entire Warranty Period specified below, all goods furnished (including all replacement or corrected goods which SUPPLIER furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship and design, even if the design has been approved by METALOR; (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by METALOR; (c) be merchantable; (d) be fit for the intended purposes to the extent the goods are not of a detailed design furnished by METALOR and operate as intended; (e) comply with all applicable international, national and local laws; (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances; and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information. Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a period of twenty-four (24) months from the date of delivery to METALOR. These warranties will survive the delivery, inspection, acceptance or payment by METALOR for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of non-compliance, even if the good were previously inspected.
- 6.2 If during the Warranty Period, all or part of the delivery proves not to correspond to the warranty required above, METALOR will so inform the SUPPLIER. The SUPPLIER will then be required to replace or correct the defects at its own cost and risk. If the SUPPLIER is not able to replace or correct the defects within the agreed period of time, METALOR will be entitled to replace or correct the defective goods at the SUPPLIER's sole cost and risk. The term of the warranty will be extended by the period of time required to have the defects eliminated.
- 6.3 These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

7. General Indemnification

SUPPLIER will, at its expense, defend, indemnify and hold harmless METALOR and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs arising out of, resulting from or occurring in connection with SUPPLIER or its officers, agents, subcontractors or employees negligence, wilful misconduct, or breach of the terms of this Purchase Order. This indemnification shall be in addition to the warranty obligations of SUPPLIER.

8. Intellectual Property Indemnification

With respect to the goods provided hereunder, SUPPLIER will, at its expense, defend, indemnify and hold harmless METALOR and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right. If any injunction or restraining order



is issued, SUPPLIER will, at its expense, obtain either the right to continue to make, use, offer to sell or import the goods or replace or modify the goods to make them non-infringing.

9. Insurance

- 9.1 SUPPLIER shall maintain, and cause its subcontractors to maintain the following minimum insurance coverage and limits: Workers' Compensation coverage with statutory state limits and Employers' Liability Insurance with a limit of no less than \$1,000,000; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of no less \$2,000,000 per occurrence; and Automobile Liability coverage with a limit of no less \$2,000,000 per accident for bodily injury and property damage. When applicable to SUPPLIER'S performance on the Purchase Order, SUPPLIER shall also maintain, and cause its subcontractors to maintain, (i) Professional Liability covering the services provided by SUPPLIER under this Purchase Order with a limit of no less than \$1,000,000 per occurrence or claim. Upon METALOR'S request, SUPPLIER shall (i) provide METALOR with certificates of insurance and applicable endorsements evidencing required coverage, (ii) arrange for a waiver of subrogation in favor of METALOR and (iii) in the case of the Commercial General Liability policy, Automobile Liability policy and Umbrella policy (where applicable) direct that METALOR be added as an additional insured.
- 9.2 If the SUPPLIER maintains higher limits than the minimums shown above in 9.1, METALOR requires and shall be entitled to coverage for the higher limits maintained by the SUPPLIER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to METALOR.
- 9.3 For any claims related to this Purchase Order, the SUPPLIER'S insurance coverage shall be primary insurance with respect to METALOR. Any insurance or self-insurance maintained by METALOR shall be in excess of the SUPPLIER'S insurance and shall not contribute with it.
- 9.4 Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the SUPPLIER.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL METALOR BE LIABLE TO SUPPLIER OR SUPPLIER'S AGENTS OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT METALOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Compliance with Laws

- 11.1 In filling this Purchase Order, SUPPLIER shall comply with all applicable foreign, federal, state and local employment, environmental and other laws, government regulations and orders.
- 11.2 SUPPLIER represents and warrants that it complies with the anticorruption laws and anti-bribery laws of any country having jurisdiction over SUPPLIER or the transaction involving the goods that are the subject of this Purchase Order and in all cases complies with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.
- 11.3 SUPPLIER represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age or any unlawful criterion and that it shall comply with all applicable rules, regulations and orders issued thereunder or in implementation thereof.
- 11.4 SUPPLIER shall comply with all rules and regulations pertaining to free competition, export and import restrictions and customs and tax regulations. The SUPPLIER covenants to ensure for its own staff fair pay, appropriate working hours, safety at work and a non-discriminatory working environment.
- 11.5 When completing work at METALOR's premises, the SUPPLIER shall comply with all safety measures as required by METALOR.
- 11.6 The SUPPLIER will be responsible for the safety of its own personnel and will supply its personnel with the equipment needed to ensure their safety under all circumstances.
- 11.7 SUPPLIER shall take all necessary measures to avoid the risk of fire or environmental damages (air, water or soil).
- 11.8 The SUPPLIER represents and warrants that i) it will not employ, directly or indirectly, anyone below the minimum age as defined by the applicable law; it will not employ directly or indirectly, forced labor or any



means of labor under duress; iii) it will not apply, amongst its employees, physical punishment, threats of violence nor any other means of duress or physical or mental abuse; and iv) it will comply with laws regarding slavery and human trafficking in the countries in which SUPPLIER is doing business. If SUPPLIER is found to be in breach of any of the foregoing provisions, METALOR shall take the measures it considers appropriate, including the suspension and/or termination of the Purchase Order, without liability.

- 11.9 SUPPLIER shall disclose any “conflict minerals” (tin, tantalum, tungsten and gold) used in the production of any product subject to this agreement, and in the event such materials are used, shall submit as applicable, either (i) its report filed with the Security and Exchange Commission under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection act, or (ii) a description reasonably acceptable to METALOR of measures taken to assure the appropriate sourcing and chain of custody of such materials.
- 11.10 The SUPPLIER undertakes to cooperate actively with METALOR to ensure the quality of the supplied products and their compliance with the law.
- 11.11 SUPPLIER warrants and undertakes that SUPPLIER’S processes, services and treatment of all personal data that it may receive, access and/or process on behalf of METALOR (and/or METALOR’S employees, customers or suppliers) complies with the applicable laws of all states and countries regarding personal data (“Privacy Laws”) and that SUPPLIER shall use best efforts to comply at all times with such Privacy Laws. If applicable, SUPPLIER agrees to execute a data processing agreement with METALOR to ensure ongoing privacy protection for individuals. If SUPPLIER fails to comply with any of the Privacy Laws, METALOR will have the option to terminate the Purchase Order immediately without further liability. SUPPLIER shall act solely on the instructions of METALOR regarding all personal data (unless prohibited by the Privacy Laws). SUPPLIER will notify METALOR immediately in writing of any: (i) actual or suspected breach of this Section 11.11; and (ii) of any complaint or request by any individual concerning personal data or relating to METALOR’S obligations under any of the Privacy Laws. SUPPLIER will provide full cooperation and assistance to METALOR regarding any such complaint or request. SUPPLIER shall, upon completion of fulfilling the Purchase Order, destroy or return all personal data to METALOR with all other media or document where any personal data is maintained. SUPPLIER warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If SUPPLIER violates any obligations in this Section 11.11, the applicable data processing agreement or the Privacy Laws in any manner, SUPPLIER shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. By submitting business contact and personal information about SUPPLIER and/or its employees to METALOR, SUPPLIER consents to the collection, processing, storage, use and transfer of that information to/by METALOR and all its controlled entities, affiliates and subsidiaries in the United States of America and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating SUPPLIER’S business relationship with METALOR, enhancing METALOR’S ability to contact SUPPLIER and its employees, and enabling METALOR to process and track SUPPLIER’S transactions with METALOR through various internal systems and external third parties (“Purpose”). METALOR shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

12. Intellectual Property Rights

- 12.1 All goods produced by SUPPLIER pursuant to METALOR’S designs or specification and all inventions, improvements, developments and discoveries conceived, discovered or first reduced to tangible work product by SUPPLIER and relating to the goods produced by SUPPLIER pursuant to METALOR’S design or specifications shall be the sole property of METALOR. SUPPLIER does hereby assign fully to METALOR all such inventions, improvements, developments, and discoveries and all intellectual property rights therein.
- 12.2 Except as provided herein, no license or grant of property is given to SUPPLIER.
- 12.3 METALOR may seek injunctive relief to enforce this section.

13. Confidentiality

- 13.1 The SUPPLIER shall maintain confidentiality, without limit in time, on the Purchase Order and the works or deliveries that result therefrom. SUPPLIER shall not mention METALOR in its references to third parties without METALOR’S prior agreement in writing. METALOR reserves the right to demand that any infringement cease immediately and to claim any damages related to it.



13.2 At the request of METALOR, SUPPLIER shall destroy or return any confidential information or copies thereof. SUPPLIER assumes liability for loss, damage or misuse of the confidential information.

14. Inspection Visit

- 14.1 METALOR may under take visits and audits at the SUPPLIER's site after reasonable notice to SUPPLIER.
- 14.2 The SUPPLIER shall give all pertinent information to METALOR on the progress of work and the execution of the Purchase Order.

15. Termination

- 15.1 METALOR may terminate the Purchase Order with immediate effect and refuse delivery without compensation particularly:
- i. in the event of serious negligence;
 - ii. if the SUPPLIER fails to comply with the stipulations and conditions of these general terms of purchase, and fails to correct any non-compliance within seven (7) calendar days of notice of said failure;
 - iii. when the SUPPLIER is one month late in the execution of the delivery or services to be provided under the warranty, or, in the event a term has not been set, when an additional period of time that has been accepted is not respected;
 - iv. when it appears, before the term of delivery, that the SUPPLIER has a delay such that it will not be able to meet the date of execution or that the object ordered will not comply with the Purchase Order;
 - v. the dissolution of the SUPPLIER;
 - vi. the insolvency, filing of a voluntary or involuntary petition under any law relating to bankruptcy, appointment by a court of temporary or permanent receiver, trustee, or custodian for the SUPPLIER's business, or an assignment for the benefit of creditors, of the SUPPLIER;
 - vii. the non-permitted assignment or attempted non-permitted assignment, by the SUPPLIER of any interest in this Purchase Order without the prior written consent of METALOR; or
 - viii. if SUPPLIER sells its business, either through a stock or equity ownership transfer or through a sale of substantially all of its assets, to a third party.

15.2 METALOR's rights for damages remain reserved.

16. Force Majeure Event

- 16.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). A Force Majeure Event includes acts of God, government restrictions, floods, fire, earthquake, explosion, epidemic, war, invasion, terrorist acts or embargoes. The following shall not be considered Force Majeure Events: i) strikes, production stops, and labour conflict which exclusively affect the employees or the personnel engaged by SUPPLIER; ii) the lack of means of transport or materials; iii) delays attributable to SUPPLIER's subcontractor; and iv) change of law.
- 16.2 The Party invoking a Force Majeure Event will promptly provide written notice to the other explaining in detail the full particulars and expected duration of the Force Majeure Event and will use its best efforts to remedy the delay.
- 16.3 If a Force Majeure Event prevents the SUPPLIER from performance for a continuous period of more than fourteen (14) business days, METALOR may terminate this Purchase Order immediately, without liability, by giving written notice to SUPPLIER.

17. Miscellaneous

- 17.1 Entire Agreement. This Purchase Order constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communications (oral or written) between the parties with respect to the subject matter hereof.
- 17.2 Payment. Payment will be in US dollars unless otherwise agreed by specific reference in the Purchase Order.



- 17.3 Severability. If any provision of this Purchase Order shall be declared illegal, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect and valid. The parties shall replace any clause which is declared invalid or void with another valid clause which is as similar as possible to the original terms as to purpose and effect.
- 17.4 Assignment. No part of the Purchase Order may be assigned without METALOR's prior written consent.
- 17.5 Amendment/Modification. This Purchase Order may only be modified (1) by a written amendment executed by legal representatives of each party or (2) METALOR may modify the Terms and Conditions from time to time by posting revised Terms and Conditions to METALOR'S internet website (or such other website as may be directed through links available on such website) as specified on the face of this Purchase Order ("METALOR'S Website") at <https://www.metalor.com> prior to the date when any modified Terms and Conditions become effective. Such revised Terms and Conditions shall apply to all Purchase Order revisions/amendments and new Purchase Orders issued on or after the effective date thereof. SUPPLIER shall be responsible to review METALOR'S Website periodically. In the event of any inconsistency between the Purchase Order and METALOR'S Website, the terms of the Purchase Order shall prevail, unless the requirements specified on METALOR'S Website expressly provide otherwise.
- 17.6 Waiver. The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provision hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.
- 17.7 Headings and Captions. The headings, titles, and captions in this Purchase Order are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Purchase Order or any provision of it.
- 17.8 Notices. All notices relating to this Purchase Order shall be in writing and addressed to the parties at the addresses set forth on the face of this Purchase Order. All notices shall be delivered by a nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage pre-paid). A notice is effective only upon receipt by the receiving party.
- 17.9 Publicity. SUPPLIER may not use METALOR's name in any public statements nor otherwise disclose the existence or content of the Purchase Order without METALOR's express written consent.
- 17.10 Remedies. All METALOR remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to METALOR at law or in equity.
- 17.11 Survival. All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order, including, but not limited to Sections, 2, 6, 7, 8, 9, 10, 11, 12, 13, 17.9, 17.10, 17.11 and 17.12.
- 17.12 Governing Law. This Purchase Order shall be governed and construed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of law's provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order. The parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located within the Commonwealth of Massachusetts.

