

## Terms and Conditions of Sales

### Definitions

"Seller" shall mean Bucher Aerospace, 1310 Industry St. Suite 100, Everett, WA 98203, USA

"Buyer" shall mean any commercial customer of "Seller"

"Offer" shall mean the offer issued by Seller.

"Purchase Agreement" shall mean this "Terms and Conditions" (hereinafter referred to as "T&C") together with the applicable Offer and/or the applicable Individual Agreement.

"Purchase Order" shall mean the purchase order issued by Buyer and confirmed by Seller.

### 1. General

This T&C together with the applicable Offer and/or the applicable Individual Agreement shall constitute the "Purchase Agreement". In the event the terms of this T&C are in any way contradictory to the terms of the Offer and/or the Individual Agreement, the terms of the Offer and/or the Individual Agreement shall prevail. This T&C supersedes all conditions issued earlier by Seller and all terms and conditions issued by the "Buyer".

### 2. Duties of Seller

Seller shall be responsible for the design and/or manufacture of the products and spare parts in accordance with the requirements set out in the Purchase Agreement. All materials shall be supplied by Seller with exceptions of those mutually agreed upon between Seller and Buyer. Seller shall submit to Buyer a planning schedule, based on Buyer's data requirements. Seller will make available products as specified in the Purchase Order for inspection and final acceptance in the First Article Inspection at least one (1) week prior to the ExWorks (EXW) (Incoterms 2010) delivery date. All other deliveries of Seller shall be performed according to the delivery schedule defined in the Purchase Agreement. The acceptance and the acceptance procedure will be subject to the Purchase Agreement between Seller and Buyer. Acceptance of the products or spare parts shall be deemed to be given if Buyer does not reject acceptance within five (5) calendar days after the date of receipt of the products or spare parts for inspection and final acceptance.

### 3. Product Prices

Product prices and validity of product prices are stated in the Offer and/or in the Individual Agreement.

### 4. Spare Parts Prices

Upon Buyer's request, Seller shall issue yearly a price list of spare parts in accordance with ATA Specification 100 Technical Data. A minimum package quantity, a minimum order value for initial and for subsequent orders and specific charges for Aircraft on Ground orders will be defined in the spare parts price list. All prices for spare parts shall be net ExWorks (Incoterms 2010), and valid for at least a period of twelve (12) months from effective date of the price list, if not otherwise stated in a subsequent written agreement. A ninety (90) calendar days prior notice will be given on all price changes by means of a new price list.

Bucher Aerospace Corporation proprietary rights are included in the information disclosed herein. Recipient(s) agrees by accepting this document, that neither this document nor the information disclosed herein nor any part thereof shall be reproduced or transferred to other documents or used or disclosed to others for design or manufacture or for any other purpose except when such user possesses direct, written authorization from Bucher Aerospace Corporation, Everett, Washington. If you believe that this document has been sent to you in error, you may not read, disclose, print, copy, store or disseminate it or any attachments or the information in them. Please reply to the sender that you have received the document(s) in error, and then destroy it.

## **5. Payment**

Invoices from Seller are due for payment net within 30 days from date of the invoice unless other terms have been established by Seller. Buyer is automatically in default without a reminder letter, on expiry of this payment period. Default interest shall amount to 18% per annum. Payment shall be made by bank credit transfer or certified check. With other methods of payment (for example, letter of credit), the Customer shall be charged for the costs incurred unless this method of payment was agreed in advance. A collection fee may be charged after the second reminder letter. The Customer may only set counter-claims off to the extent that they are acknowledged by Seller and have been authorized through Seller's return material authorization (RMA) process. Payments made with a credit card will be charged a processing fee of \$50.00. Seller does not discount invoices for transfer fees or bank charges deducted from Buyer's payment. If Buyer's bank deducts transfer, wire or other bank fees, additional amounts must be included to ensure complete payment of invoices. Invoices will remain open until full payment has been received. Seller reserves the right to hold future shipments and charge additional service fees to any account deemed as overdue.

## **6. Changes Proposed by Buyer**

If Buyer requests changes to the product (including but not limited to changes in material, styling or design), this change request shall be subject of a Master Change Proposal (MCP). Seller shall issue the MCP with cost, weight and time impact to Buyer in an appropriate time. Seller and Buyer shall agree upon the change(s) to be implemented. Seller shall execute the change(s) only after receipt of the MCP signed by Buyer. A purchase Order is required for billing purposes.

## **7. Changes Proposed by Seller**

Seller may recommend to Buyer changes with respect to the product. In terms of such change, Seller shall issue to Buyer a MCP with cost, weight and time impact to Buyer in an appropriate time. Seller and Buyer shall agree upon the change(s) to be implemented. Seller shall execute the change(s) only after receipt of the MCP signed by Buyer.

## **8. Mandatory Changes**

Mandatory changes are changes required by an Airworthiness Directive. Seller will make necessary changes and provide Buyer with a service bulletin without undue delay in case of Airworthiness Authority's directives. The parties shall mutually agree upon the obligation to pay the costs of the service bulletin in each particular case.

## **9. Service Bulletins**

Seller shall provide Buyer with service bulletins in accordance with ATA Spec. 100 for all mandatory changes required by Airworthiness Directives (AD). Those service bulletins and resulting modification "kits", where applicable, shall be issued in such a timely manner that accomplishment will be guaranteed within the applicable limits. Service bulletins affecting the reliability shall be marked accordingly. The service bulletins shall indicate the reason for the implementation of such change. The costs of the service bulletins are considered as associated costs of approved and introduced changes and shall be borne either by Seller or by Buyer as defined in Articles 6-8.

## **10. Passing of Risk, Retention of Title**

Delivery of products, spare parts and the initial provisioning package shall be "Ex-Works" (Incoterms 2010) at Seller's facility. Seller may contract for carriage on usual terms at Buyer's risk and expense if Buyer does not give an instruction to the contrary in due time to Seller. Upon shipment, risk of loss or damage to each product or spare part shall pass from Seller to Buyer. Seller retains title to all products or spare parts until Seller has received payment in full of the purchase price for such products and/or spare parts from Buyer. Until title to the products and/or spare parts passes to Buyer in accordance with this article, Buyer shall hold the products and/or spare parts on a fiduciary basis as bailee for Seller. Until Seller receives payment in full of the purchase price for such products and/or spare parts delivered to Buyer, Buyer shall not resell any such products and/or spare parts.

Buyer shall store the products and/or spare parts at no costs to Seller separately from all other goods in its possession and marked in such a way that they are clearly identified as Seller's property. Buyer shall insure and keep insured the products or spare parts to the full price against "all risks" to the reasonable satisfaction of Seller until the date that title to the products or spare parts passes from Seller, and shall whenever requested by Seller, produce a copy of the insurance policy. Buyer shall without undue delay deliver the prescribed particulars of this clause to the applicable registrar if necessary and shall be responsible for the cost due to the registration. Without prejudice to the other rights of Seller, if Buyer fails to do so all sums whatever owing by Buyer to Seller shall forthwith become due and payable.

#### **11. Delivery Dates**

Delivery dates as defined in the Purchase Agreement are binding for both Seller and Buyer. In the event Buyer requests a change of an agreed delivery date and Seller accepts the change of the delivery date, Seller shall be entitled to charge Buyer for additional costs, including but not limited to out of sequence and/or storage costs.

#### **12. Sales Administration and Shipping**

Seller shall comply with all written Purchase Orders being accepted by Seller without undue delay. Seller shall accept or reject each Purchase Order in writing within five (5) calendar days after receipt of Purchase Order. In the instance of additional research being required for parts on a Purchase Order, Seller reserves the right to extend this time frame as appropriate. Notification will be sent to Buyer along with timely status updates until such time as Purchase Order can be accepted.

#### **13. Export / Import**

In performing the obligations of this Agreement, both Parties will comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export/Import Laws").

The Party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for said party to execute their obligations under this Agreement. Each Party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates.

The Party providing Items or services under this Agreement shall, upon request, notify the other Party of the Items or services' export classification (e.g. the Export Control Classification Numbers or U.S. Munitions List (USML) category and subcategory) as well as the export classification of any components or parts thereof if they are different from the export classification of the Item at issue. The Parties acknowledge that this representation means that an official capable of binding the Party providing such Items or services knows or has otherwise determined the proper export classification. Each Party agrees to reasonably cooperate with the other in providing, upon request of the other Party, documentation or other information that supports or confirms this representation.

#### **14. Incoming Material Inspection**

Buyer shall inspect products and spare parts delivered without undue delay after delivery, and shall advise Seller of all shortages, over shipments and defects. Wrong or defective products and spare parts shall be returned to Seller at Seller's expense for rectification or replacement at Seller's

discretion. Rectification or replacement will be performed by Seller at Seller's facilities or at Buyer's facilities as mutually agreed upon.

#### **15. Excusable Delay**

Either party shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from Force Majeure. "Force Majeure" shall mean any event(s) or circumstance(s) beyond the reasonable control of the party liable to affect the performance after the exercise of reasonable diligence (including without limitation strikes, lockouts or other industrial action, whether of the affected party's own employees or others) which impedes the due performance of the obligations of such party and which by the exercise of all reasonable diligence such party is unable to prevent. Either party shall use its best efforts to remove the cause of delay and resume work as soon as possible and to make-up for lost time. If either party is prevented or impeded or delayed from or in performing its obligations under this Purchase Agreement by reason of Force Majeure it shall without undue delay notify the other party in writing of the nature and detailed reasons for and foreseeable extent of such delay and shall from time to time thereafter notify the other party whenever, to the best of the party's knowledge and belief, the nature or foreseeable extent of such delay shall change. If either party is prevented or impeded or delayed by reason of any one or more of the aforesaid causes for a period of more than three (3) calendar months after the end of the calendar month in which performance is otherwise required hereunder, the other party shall have the right to terminate the affected Purchase Order by written notice of termination to the other party. In case of termination by either party pursuant to this article, Seller shall be entitled to be paid a reasonable sum for any work carried out by it prior to such termination, together with a reasonable profit thereon, as well as on the uncompleted portion of the Purchase Agreement. Buyer shall be entitled to be repaid forthwith any sums previously paid under the Purchase Agreement whether by way of a deposit or advance payment or otherwise provided, save that as aforesaid, neither party shall have any liability whatsoever to the other by reason of such termination.

#### **16. Non-Excusable Delay**

In the event that delivery of products shall be delayed by more than fifteen (15) calendar days beyond agreed delivery dates, by causes not deemed to be excusable, Buyer has the right to deduct from Seller's invoice an amount of point two (0.2) percent per calendar day for each calendar day of delay of the invoice value of such delayed products up to four (4) percent of the product value as sole remedy. In the event that such non-excusable delay extends to three (3) calendar months, Buyer has the right to terminate the non-excusable delayed open Purchase Orders on products covered by this agreement, and thus be relieved from accepting the non-excusable delayed undelivered products without prejudice to Buyer's right to claim from Seller liquidated damages as per this article "non-excusable delay" as sole remedy.

If the delivery of the products is delayed and/or put on hold beyond the agreed delivery date by causes which are in the responsibility of the Buyer, the Buyer shall be obliged to issue a credit note to Seller with an amount of point two (0.2) percent per calendar day up to four (4) percent of the value of the ship set affected by the default in taking delivery. Should the Buyer cause delay in delivery exceeding three (3) months, Seller has the right to terminate the Purchase Agreement in whole or in part. Additionally Seller has the right to claim further damages relating to the delay in taking delivery and retains all its rights and remedies provided by law. No action by a party shall constitute a waiver of any such right or remedy.

#### **17. Default of Seller or Buyer**

If either Buyer or Seller fails to perform any of the fundamental terms and conditions, covenants and agreements of the Purchase Agreement for reasons other than those set forth in the articles "Excusable Delay" and "Non-Excusable Delay", or otherwise defaults in the performance hereof and fails to remedy such failure within sixty (60) calendar days, or within such longer period as may be

mutually agreed upon after receipt of written notice providing reasonable detail of the obligations, such defaulting party has failed to perform its contractual obligation. The other, non-defaulting party shall have the right to terminate the Purchase Agreement in whole or in part and may consider such failure as a breach of contract. The Purchase Agreement may be terminated by either party giving thirty (30) calendar days prior written notice of termination to the other party (the "Defaulting Party") if the Defaulting Party becomes or is declared insolvent or convenes a meeting, makes or proposes to make any arrangement or composition with its creditors. Seller will in no case be liable for consequential damages such as, but not limited to, loss of revenue or loss of profit.

#### **18. Termination**

In the event Buyer terminates a Purchase Order for any products for reasons other than those set forth in the articles "Excusable Delay", "Non-Excusable Delay" and "Default of Seller or Buyer" and Buyer has not paid the outstanding claims regarding the non-recurring costs of Seller, Buyer shall be liable to reimburse Seller fully for all outstanding non-recurring costs incurred at that time. Buyer shall pay all cost incurred at time of cancellation, but not less than a percentage of (a) twenty percent (20 %) of the total charges in case of termination before fourteen weeks before the delivery date stipulated in the Purchase Order, (b) fifty percent (50 %) of the total charges in case of termination within fourteen weeks up to seven weeks before the delivery date, (c) eighty percent (80 %) of the total charges in case of termination within six weeks and up to five weeks before the delivery date, (d) hundred percent (100 %) of the total charges in case of termination within four weeks before the delivery date and afterwards.

In the event Buyer terminates a Purchase Order/Purchase Orders and Buyer has not paid the outstanding claims regarding the non-recurring costs of the Seller, Buyer shall be liable to reimburse Seller the outstanding costs as single payment in full.

#### **19. Initial Provisioning, Recommended Spare Parts**

Upon Buyer's request, Seller will hold a provisioning meeting at a time to be mutually agreed upon between Buyer and Seller in order to establish data required for a recommendation from Seller to Buyer for Buyer's initial provisioning of spare parts. Seller shall submit to Buyer a recommendation for spare part requirements for the first year of operation related to Seller's products at no charge. Final initial provisioning recommendation documentation shall (a) be prepared according to the ATA Specification 100 and (b) quote prices which shall be reasonable and remain firm for a period of one month after receipt of such documentation by Buyer. If Seller fails to submit preliminary provisioning data in time due to causes in Seller's control and resulting in Buyer's inability to place Purchase Orders for the affected items early enough to permit on time delivery, Seller shall supply the required spare parts on an AOG basis at reasonable additional cost to Buyer, provided such parts are available from stock. If parts are not available from stock, Seller shall manufacture such items on expedited basis at reasonable additional charge to Buyer. Any further responsibility/liability of the Seller shall be excluded.

Buyer shall place Purchase Orders with Seller, based on Seller's preliminary initial provisioning recommendation submitted to Buyer, at least fifteen (15) calendar days after receipt of the preliminary provisioning documentation. Seller will maintain change control with respect to all initial provisioning spare parts to ensure that these shall be suitable for use on one or more of Buyer's products. After Buyer has placed the first initial provisioning Purchase Orders, Seller will, in case of modifications of the spare parts due to reasons on the part of Seller, automatically amend Purchase Orders already received and furnish the modified spare parts. Buyer has to verify or reject the amended Purchase Orders without undue delay.

#### **20. Sustaining Spares Support**

As long as Seller's products of the same type are installed in at least five (5) aircraft which are in regular operation Seller shall maintain an adequate spare parts support for up to fifteen (15) years to



meet Buyer's needs for product repair and overhaul. Seller will inform Buyer about the lead-times of spare parts in the confirmation of the respective Purchase Order. Seller warrants that each spare product delivered will be in a proper configuration for installation in Buyer's aircraft and that each spare part will be in proper configuration for installation in Buyer's product. Buyer is obliged to purchase spare parts only from Seller. However, if Seller is not able to produce these spare parts or Seller is after a grace period of thirty (30) calendar days not able to deliver these spare parts in accordance with the agreed lead-times Buyer shall have the right to purchase these spare parts at any alternative source. In such cases, Seller is relieved from all duties resulting from this agreement, including but not limited to the standard warranty.

### **21. Emergency Service**

Seller has established a twenty-four hours a day emergency and assistance hotline for all AOG-Parts and technical information service problems. An AOG communication link will allow Buyer to have access to an emergency telephone line that is accessible under the following number: +1 425 346-2367. The AOG conditions are defined in the applicable Spare Parts Price List.

### **22. Standard Warranty**

Seller warrants that at the time of delivery each product and each spare part purchased by Buyer from Seller, will:

- a) be free from defects in material, design and workmanship
- b) conform to Airworthiness Authority's requirements, the aircraft manufacturer's applicable descriptions, specifications, performance warranties and drawings as set forth in Seller's and Buyer's applicable specifications
- c) be suitable for the intended purposes as set forth in the relevant specification.

The warranty period is twenty-four (24) months from delivery, unless noted and agreed upon otherwise. Defects or failures attributable to misuse, negligence, unauthorized repair by Buyer, malfunction or failure resulting from non-conformance or non-compliance by Buyer with Seller's operating, maintenance, overhaul or other approved related instructions furnished to Buyer, are excluded from this warranty. Seller's warranty shall cease if Buyer uses spare parts or replacement parts which are not approved by Seller on Seller's products. Failures occurring on parts subject to normal wear and tear are also excluded from this warranty. Buyer Furnished Equipment is excluded from any warranty of Seller.

Rectification or replacement of items under warranty shall be made within a mutually agreed time after receipt of warranty claim and the defective item at Seller's costs. In the event of a rectification and replacement of warranty items at a place designated by Buyer, Seller shall be responsible for the costs. If, however, a failure is deemed by Seller not to constitute a warranty, Buyer shall reimburse to Seller all costs for replacement or rectification, including transportation costs. The not expired portion of this warranty for a product or spare part shall only be enforceable by airlines in commercial air transport service other than the Buyer, if the product or spare part is in the possession of a third party airline as a result of sale, exchange, pooling or leasing between such other airline and the Buyer. Subject to the provisions, limitations and exclusions of the foregoing warranty, provided the airline operator exercises the same care during operation and maintenance as Buyer. The rights and remedies of Buyer provided in this article shall be exclusive. Any further liability of the Seller is excluded. If an item has to be repaired or replaced because of a warranty claim, there will be a suspension on the original warranty period up to the date the replacement or repair of the item is finished. The warranty period will be suspended for the period necessary for replacement or repair and will continue after finalization of replacement or repair. Should any product or spare part fail to comply with the warranty and this is discovered within the applicable warranty period and Seller receives a warranty claim within fifteen (15) calendar days after discovery of a deviation or defect, Seller shall at its own expense without undue delay make all necessary

rectifications or furnish replacement on Seller's option. Buyer's notice of warranty claims shall contain the following information regarding the item:

- a) Part Number
- b) Nomenclature
- c) Serial Number
- d) Quantity
- e) Kind and Extent of Failure
- f) Delivery date

Seller will analyze Buyer's warranty claims on the basis of Seller's reports from Seller's regional representative and Seller's inspection, tests, findings during repair and failure analysis.

### **23. Return Material Authorization (RMA)**

Any material (products, components, e.g.) required to be returned to Seller for any reasons require a "Return Material Authorization" (RMA), issued by Seller's customer service department. All authorized returns must be shipped "freight prepaid". Any material returned to Seller without a RMA or "collect shipments" are subject to Seller's rejection and returned to sender (freight collect).

### **24. Specification Updating**

Whenever the specification is affected by a change requested by Buyer which was not originally listed or specified in Buyer's request for proposal, Seller will update its specification accordingly by supplying revised documentation to Buyer. Costs shall be borne by Buyer. If the specification is updated by a change initiated by Seller, the respective costs shall be borne by Seller.

### **25. Modification Designation**

All modifications shall be indicated on a modification plate or by either, a change in part number or an additional designation thereto.

### **26. Minimum order value and order fees**

The minimum order net value for each single purchase order is \$200.00.

Spare parts that must be dispatched within twenty-four (24) hours of receipt of order are subject to an expedite fee in accordance with the Bucher Aerospace price list as applicable from time to time.

### **27. Support Services**

As long as Seller's products of the same type are installed in at least five (5) aircraft which are in regular operation, Seller will maintain at its factory adequate facilities and qualified personnel for up to fifteen (15) years to provide to Buyer or their selected repair station facility support services such as technical assistance, maintenance and overhaul assistance, spare parts, modification kits, overhaul manuals, maintenance data, service bulletins, spare parts lists, and repair services. Except as otherwise provided in the Purchase Agreement, the specified support services shall be provided at reasonable prices established by Seller and incorporated in Purchase Orders issued by Buyer to Seller.

### **28. Technical Publications**

Seller shall supply to Buyer technical publications and revisions thereto required for operating, maintaining, repairing and overhauling the products supplied by Seller. The costs shall be borne by Buyer. All technical publications shall be in accordance with ATA Spec. 100 requirements. The quantities for each type of technical publication are based on product quantities. Technical publications shall be delivered via email directly to Buyer on or before the delivery dates according to relevant Purchase Agreement. Appropriate revisions to all technical publications shall be supplied to Buyer from time to time as required to maintain such publications current throughout the support

period. Such revisions shall be provided in the same format and quantity as originally delivered publications and shall show revision date and identification code. Revisions due to changes affecting more than one publication shall be issued simultaneously.

### **29. Training**

Upon Buyer's request, Seller shall conduct one (1) training course for a maximum of five (5) persons on one calendar day at no charge at his facilities, which pertains to product description, operating, maintenance, functional test, overhaul, and assembly. Transportation and other expenses for the time spent at Seller's facility will be borne by Buyer.

### **30. Buyer Furnished Equipment (BFE)**

Seller does not assume responsibility with regard to the quality of BFE. Buyer agrees to indemnify Seller against all costs and expenses suffered or incurred by Seller related to poor quality of BFE. Delivery dates of BFE shall be agreed upon at the Initial Technical Co-ordination meeting. Buyer shall deliver BFE (DDP, Incoterms 2010). Notwithstanding the foregoing provision in case the BFE cannot be exported in time according to the rules of inward processing due to causes within the responsibility of Buyer, Buyer shall be obliged to refund Seller any customs duty to be paid. In the event delivery of BFE shall be delayed beyond the agreed delivery date of BFE, Seller shall have the right to invoice in place 100% of product.

### **31. Indemnity**

Either party will indemnify the other party, its directors, officers, employees, agents or subcontractors from and against all claims of third parties related to damage to property, and injury to or death of any person, caused by the gross negligence or the willful misconduct of the party, its directors, officers, employees, agents or subcontractors in connection with or as a result of the products and spare parts supplied under the Purchase Agreement. The liability of Seller shall be limited to the contents of the liability insurance of Seller. Any liability for consequential damages and loss of profit are expressly excluded.

### **32. Field Service**

As long as Seller's products of the same type are installed in five (5) aircraft which are in regular operation, Seller shall furnish periodic technical representative visits to Buyer's permanent maintenance and overhaul locations to assist with the maintenance, overhaul, operation, tooling, spares, provisioning and training requirements of Buyer, without additional charge for up to fifteen (15) years.

### **33. Applicable Law and Jurisdiction, Competent Court**

All issues concerning the construction, validity, enforcement, and interpretation of The Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law principals that would cause the application of the laws of any jurisdiction other than the State of Washington. Buyer expressly consents and agrees it is subject to the jurisdiction of the State of Washington, and the exclusive forum for any dispute concerning or in any way related to The Purchase Agreement shall be the Superior Court of King County, Washington, or the United States District Court for the Western District of Washington. It is also intended that the UN Convention on contracts for the International Sale of Goods (CISG) shall not apply to the interpretation, construction, or governance of The Purchase Agreement.

### **34. Non-Waiver**

Any failure at any time of either party to enforce any provision of the Purchase Agreement/General Terms Agreement shall neither constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time.



**35. Term**

The Purchase Agreement shall remain in force and effect for such time as Seller's products are installed in Buyer's aircraft or product or until the Purchase Agreement is terminated in whole or in part under the provision of article "Excusable Delay", "Non-Excusable Delay" and "Default of Seller or Buyer" or by mutual consent.

**36. Assignment**

Buyer shall not assign any rights under the Purchase Agreement except as expressly allowed herein without prior written consent of Seller, which shall not be unreasonably withheld.

**37. Entire Agreement**

The Purchase Agreement with the attachments hereto and the respective Purchase Orders shall constitute the entire agreement of the Buyer and Seller.

**38. Amendments and Alterations**

The Purchase Agreement shall not be varied in terms or amended except by an instrument in writing explicitly named as an amendment to the Purchase Agreement and signed by duly authorized representatives of the parties.

**39. Severance**

In case one or more of the provisions contained in the Purchase Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions of the Purchase Agreement shall not in any way be affected or impaired. Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced by a provision which best meets the purpose of the replaced provision; the same applies in case of an omission.