

Terms and Conditions of Purchase Order - ACCO Brands USA LLC

1. DEFINITIONS – “Agreement” means a paper or electronic agreement between Seller and Purchaser duly executed by authorized representatives of both parties to sell or provide and to buy or use goods or services pursuant to which a Purchase Order is issued by the Purchaser. “Seller” means the party identified as the Seller in the Agreement or the Purchase Order. “Purchaser” means ACCO Bands USA LLC. “Contract” means the Agreement, if any, Purchase Order, all paper or electronic documents incorporated by reference under the Agreement and the Purchase Order, these terms and conditions themselves and any confidentiality or secrecy agreement executed by Purchaser and Seller, and all exhibits and amendments to all such documents. “Items” mean any goods or services to be provided or performed by Seller under the Contract. “Price” means the amount to be paid by Purchaser to Seller under the Contract for the Items. The Agreement shall take precedence over the Purchase Order as detailed in Section 27 below, in the event of a conflict.

2. ACCEPTANCE – Seller’s acceptance of any Purchase Order shall be expressly limited to the terms of the Contract, and Purchaser objects to any contrary term contained in any quotation, order, acknowledgement, invoice or other document originating from Seller. Any terms and conditions in any Purchase Order, any release order, acknowledgement, invoice or other paper or electronic document, other than the Agreement, issued by either Seller or Purchaser are superseded by these Terms and Conditions. By shipping goods or performing services after receipt of a Purchase Order, Seller shall conclusively be deemed to be bound by these terms and conditions and all other provisions of the Contract.

3. BLANKET ORDER – If the Purchase Order is designated by Purchaser as a blanket order, Purchaser shall be obligated to purchase only those quantities of Items which it specifically requests under separate subsequent release orders issued by Purchaser to Seller.

4. PRICE – The Price shall be that stated in the Purchase Order unless such price exceeds the Price stated in the Agreement, if any, or the lowest price at which Seller is selling Items or similar items to its other customers as of the date of delivery to Purchaser, in which case the lower price shall control. If there is no price stated in the Purchase Order or Agreement, the Price shall not be higher than that last charged or quoted to Purchaser for such Items by Seller. If prior to delivery of the Items, Purchaser is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Purchaser shall notify Seller. Should Seller fail to meet such lower price, Purchaser may, at its option, purchase from the other source at the lower price, in which event Purchaser and Seller shall be released of their obligations under the Contract in respect of that portion of the Items or similar items purchased from the other source.

5. QUALITY; DRAWINGS AND SPECIFICATIONS – The Items supplied by Seller shall equal or exceed the quality approved with any production samples or industry standard, whichever is higher, and shall conform to Purchaser's specifications and quality control standards. Any specifications, drawings, notes, instructions, engineering information, or technical data furnished by either Purchaser or Seller to the other, or referred to in the Contract, shall be incorporated herein by reference. Seller shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver the Items in compliance with all requirements of the Contract. Purchaser shall retain title to all such documents which it provides or causes to be given to Seller, and Seller shall not use any of such documents or the information contained therein for any purpose other than in performance of the Contract. Seller shall not disclose such documents or information to any party other than Purchaser or a party duly authorized by Purchaser. Upon Purchaser's request, Seller shall promptly return to Purchaser all such documents and copies thereof.

6. DELIVERY – The Seller shall deliver the Items to Purchaser on the date(s) indicated in the Purchase Order. Time is of the essence. If Seller anticipates that it will not deliver the Items on the date(s) indicated, Seller shall immediately notify Purchaser by the fastest available means of the anticipated failure and the anticipated actual delivery date. If Seller fails to make delivery of any part of the Items on the date(s) indicated in the Purchase Order, the Purchaser may terminate the Contract and pursue other remedies. Unless otherwise indicated on the Purchase Order, all shipments shall be delivered F.O.B. to the destination designated by Purchaser in the Purchase Order, and title and risk of loss shall remain with Seller until the Items in a completed state are received by Purchaser, its agent or consignee regardless of whether or not Purchaser has made full payment for the Items. Seller will mail Bills of Lading and Shipping Notices directly to the F.O.B. destination on the day of shipment unless Purchaser requests otherwise. Bills of Lading shall indicate the relevant Purchase Order number. Purchaser may require adherence to its routing instructions, and any savings resulting from adherence to such instructions shall be for the benefit of Purchaser. Seller, or the carrier it uses to deliver Items, whichever is applicable, shall: (a) maintain a "satisfactory" safety rating from the U.S. Department of Transportation and shall provide Purchaser with written proof of such rating on request if the carrier is a motor carrier, and (b) shall maintain comprehensive general liability, bodily injury and property damage insurance in not less than the amount required by the Insurance Section, unless a larger amount is required by any federal, state, or local regulatory agency, in which event such larger amount shall be maintained.

7. WARRANTY – Seller warrants that the Items will: (a) be of merchantable quality; (b) be fit for a consumer's particular purposes; (c) be of high quality and be free from defects in material and workmanship; (d) comply with the most stringent of Purchaser's or Seller's specifications, performance guarantees and requirements; and (e) comply with the highest of all nationally or internationally recognized codes and established industry standards. All Items shall be sold by Seller to Purchaser free and clear of any liens and encumbrances. Seller's warranties and guarantees shall survive inspection, delivery and acceptance of the Items and/or payment by Purchaser. If the Items do not

conform to any of these warranties, then, at Purchaser's option, Seller shall repair or replace the defective Items, F.O.B. Purchaser's designated site at Seller's expense, or in the case of services, re-perform the services at Seller's expense. In the event that, in the reasonable opinion of Purchaser, Seller cannot repair or replace the items, or re-perform the services, within a commercially reasonable time, then Purchaser may take all steps necessary to have the breach of warranty cured and/or may terminate the Purchase Order and/or the Contract without penalty. In any event, Seller shall be responsible for all expenses and damages which Purchaser incurs because of the actual or alleged breach of warranty. The foregoing warranties and obligations shall also apply to the Items supplied by Seller in such repair, replacement or re-performance. Disclaimers of express or implied warranties and limitations of liability in any Seller document will be of no effect unless specifically agreed to in writing by Purchaser, and even then shall not apply in the event of bad faith by the Seller in the performance of the Contract.

8. CHANGES – Purchaser shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract, method of shipment or packing and/or the time and/or place of delivery. Purchaser shall give Seller written notice of any such change which notice may include any increase or decrease in the cost of or the time required for performance of the Contract determined by Purchaser to be appropriate. If Seller does not agree with such adjustments, or if the notice does not contain any such adjustments, Seller shall still be obligated to proceed immediately with all of the changes directed by Purchaser without waiting to reach an agreement on any such adjustments. Any claims by Seller for adjustments after its receipt of Purchaser's change order must be asserted in writing to Purchaser not more than ten (10) days after such receipt by Seller or such claim shall be null and void.

9. PAYMENTS AND INVOICES – The specific terms of payment for all Items are stated in the Purchase Order or Agreement. Unless otherwise specified there or in a separate written instrument signed by Purchaser, no invoice shall be issued by the Seller prior to the shipment or performance of the Items covered thereby, and no payment shall be made prior to receipt of such Items and of a proper invoice for such Items. Seller shall indicate the appropriate Purchaser purchase order number on the invoice and shall deliver it to the address specified by Purchaser from time to time. All claims for money due from Purchaser shall be subject to set-off by Purchaser by reason of any counterclaim arising out of this Contract or any other transaction with Seller.

10. INSPECTION – Purchaser and its agents and representatives may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion, and all goods shall be manufactured in accordance with Section 12 below. Items furnished hereunder may at any time be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Purchaser's option, be returned to Seller for full refund to Purchaser, including shipping and transportation charges.

11. INTELLECTUAL PROPERTY – The Seller shall indemnify, defend and hold harmless the Purchaser, its customers, contractors and agents from any and all actual or alleged claims for infringement of any patent, copyright or trademark by reason of the design, manufacture, purchase, use or sale of the Items and shall indemnify the Purchaser for all costs, expenses, judgments, liability and damages, including attorneys' fees, which the Purchaser may incur or have rendered against it by reason of any alleged or actual infringement. Purchaser reserves the right to be represented in any infringement proceeding. In the event an injunction is obtained against use of the Items, Seller shall do any of the following requested by Purchaser: (a) procure for Purchaser the right to continue using the Items; (b) replace the Items with equivalent or better non-infringing Items, or (c) modify the Items, so that they become non-infringing, provided they perform in an equivalent or better manner.

12. COMPLIANCE WITH LAWS AND REGULATIONS – Seller warrants that neither any of the Items provided to Purchaser nor their manufacture, fabrication, construction, transportation or use shall violate or cause Purchaser to be in violation of any federal, state or local law, code, ordinance, regulation, standard, rule, requirement or order. In the event of any conflict between the provisions of any laws, codes, ordinances, regulations, standards, rules, requirements or orders described in this Section, the more or most stringent provisions shall apply. Seller shall promptly take, at its expense, all action necessary to make all Items comply with the applicable Federal, State or local laws, codes, ordinances, regulations, rules, standards, requirements or orders after Seller receives either from the applicable agency or from Purchaser a notice that some violation exists with respect to the Items. If Seller fails to promptly take such action, Purchaser may take all such action at Seller's expense. Seller shall also be liable for the payment of any penalties and/or fines imposed as a result of the failure of any Item provided by or for Seller hereunder to comply with all of the above requirements.

13. SUPPLIER CODE OF CONDUCT – As a condition to doing business, Purchaser requires its manufacturers and suppliers of goods and its service providers to comply with the ACCO Brands Corporation Supplier Code of Conduct and Supplier Security Code of Conduct (together, the "Codes of Conduct"), which are located at <http://bit.ly/IHsKnS>. Seller shall conduct its business in compliance with the Codes of Conduct, as they may be amended from time to time by Purchaser. In addition, Purchaser may present to Seller for review the codes of conduct or other compliance policies and procedures of one or more of its direct or indirect customers and licensors. Seller shall then determine whether or not it can comply with such direct or indirect customer or licensor requirements, and shall promptly advise Purchaser accordingly in writing. If Seller agrees to comply with the codes of conduct or other compliance policies and procedures of any of Purchaser's direct or indirect customers or licensors, such codes, policies and procedures shall become obligations of Seller under this Agreement and shall be incorporated herein by reference. Seller also agrees to require its subcontractor and suppliers who manufacture products or components of the items or provide services for Purchaser to abide by the Codes of Conduct and any additional direct or indirect customer and licensor codes, policies and procedures to which Seller has agreed to comply. Purchaser's representatives and agents may inspect Seller's and

its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with the Codes of Conduct. The representatives and agents of Purchaser's direct or indirect customers and licensors may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with those additional codes of conduct and compliance policies and procedures to which Seller has agreed to comply. Seller and its subcontractors and suppliers shall grant all such representatives and agents access to their facilities, records and employees to conduct the audits, and Seller and its subcontractors and suppliers shall cooperate with all reasonable requests of the representatives and agents in the performance of the audits. The foregoing rights and obligations apply to all factories that manufacture products or components or provide services for Purchaser. Seller acknowledges that its failure or the failure of its subcontractors or supplier to comply with the Codes of Conduct, as well as any codes of conduct or other compliance policies and procedures of Purchaser's direct or indirect customers and licensors to which Seller has agreed to comply, will constitute a material breach, without a cure requirement, of the Contract.

14. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES – To the extent not exempt, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation or gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller shall also abide by the requirements of 29 CFR Part 471, Appendix A.

The full text of any of the above is available to Seller upon written request to Purchaser. Seller shall execute and deliver to Purchaser a completed Certificate of Compliance using Purchaser's form of Certificate, certifying Seller's compliance with the provisions of this Section 14, before starting to perform under the Contract.

15. LIENS – If at any time there shall be evidence of the existence of any such lien or claim for work done or materials, services or equipment furnished by Seller or any other party in connection with the Contract, the Purchaser may use money then due or to become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to the Seller.

16. TOOLING OWNERSHIP AND MAINTAINENCE - Purchaser shall own all right, title and interest in any tooling supplied or paid for by Purchaser that is used to manufacture Products and components free and clear of all security interests, liens or encumbrances. Seller shall at its cost take all such maintenance and repair actions as are required to ensure that all tooling, equipment and mold(s) for the Products and components are and remain capable of producing the components and finished Products which meet the Specifications or by way of samples that are approved by

Purchaser as long as the tool has not exceeded its contractual life cycle. In the event any tooling, equipment or mold(s) necessary for the supply of the Products is damaged, lost or destroyed during the term of this Agreement, Seller shall promptly repair or replace such tooling, equipment or mold(s) at its cost. All substitutions, replacements and renewals made in or to any tooling, equipment or mold(s) shall be the property of the party that owned such tooling, equipment or mold(s) immediately prior to such substitution, replacement or renewal, free and clear of all security interests, liens or encumbrances. Except for ordinary or customary maintenance, Seller shall not modify any of Purchaser's tooling without the prior written consent and approval of Purchaser. Seller shall allow Purchaser or its duly authorized agent or representative, upon reasonable request and notice, access to inspect the Purchaser's tooling.

The Seller shall mark all of Purchaser's tooling with an identifying plate in English which indicates:

- That the tooling is property of Purchaser
- The Purchaser's tooling number and Purchaser's item name and item number

Seller acknowledges that operator training will be required prior to safe operation of Purchaser's tooling, equipment and mold(s), and Seller agrees to provide all required training and supervision to its employees in respect thereto. Seller further agrees to comply with all applicable laws and regulations, including but not limited to laws concerning employee health and safety, regarding its general operations and specifically its utilization of Purchaser's tooling, equipment and mold(s).

All tooling, equipment and mold(s) which are the property of the Purchaser shall, and may only, be moved at Purchaser's written request without any encumbrances. All such tooling, equipment and mold(s) shall be promptly (in no event to exceed seven (7) calendar days) crated (so as to prevent damage in shipment) and shipped in good order, by and at the cost and risk of Purchaser, delivery point as directed by Purchaser in writing notwithstanding any financial or other dispute between the parties. In the event Seller refuses or fails to so return such tooling, equipment and mold(s), Seller hereby consents to Purchaser or its representative entering Seller's premises, with or without notice, for the purpose of repossession such tooling, equipment and mold(s) and Seller hereby covenants not to contest any such repossession action.

17. INDEMNITY – Seller shall defend and indemnify and hold Purchaser and its agents, customers, consignees, employees and representatives harmless from and against all expenses, costs, charges, damages, claims, suits, losses, fines, penalties or liabilities (including attorneys' fees) of every kind whatsoever by reason of, arising out of, or in any way connected with its performance under the Contract. This indemnification shall be in addition to the warranty obligations of the Seller. Seller, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Workers' Compensation laws or any other statute or judicial decision, disallowing or limiting such indemnification where an employee of Seller makes a claim against any indemnity herein, and Seller consents to a cause of action for indemnity.

18. INSURANCE – Seller shall take out and maintain with a carrier or carriers acceptable to Purchaser the following minimum insurance and its expense for the duration of the Contract (including all warranty periods thereunder) covering all of Seller's obligations under the Contract and naming Purchaser as an additionally-named insured: (a) Workers' Compensation – Statutory; (b) Employer's Liability – Bodily Injury by Accident - \$3,000,000 each accident; Bodily Injury by Disease - \$1,000,000 each employee; Bodily Injury by Disease - \$1,000,000 policy limit; (c) Commercial General Liability (Bodily Injury, including premises, contractual, products liability or completed operations coverage) \$3,000,000 in the aggregate; \$1,000,000 each occurrence in the aggregate with a single excess umbrella coverage of not less than \$5,000,000 for combined bodily injury and property damage; (d) Commercial General Liability (Property Damage, including premises, contractual, products liability or completed operations coverage with the explosion, collapse and underground damage exclusions deleted) \$1,000,000 each occurrence; \$3,000,000 in the aggregate; (e) Business Automobile Liability – Bodily and Property Damage, \$3,000,000 combined single injury limit and each occurrence; (f) Errors and Omissions Liability – not less than \$3,000,000 per year covering Seller's obligations under the Contract with a per claim deductible satisfactory to Purchaser, and (g) Cargo Liability Insurance, if applicable, including a BMC 32 Endorsement in accordance with 49 CFR 387.301 covering loss or damage to goods being transported with a limit of not less than \$500,000 per vehicle and not less than \$10 million per terminal, and naming ACCO Brands USA LLC as Loss Payee. Any exclusions in such cargo liability insurance shall be reasonable having regard to the goods being transported, expressly set out in the certificate, and subject to Purchaser's prior approval. The completed operation coverage of the products liability coverage described above under the commercial general liability insurance shall be kept in effect for the longer of two years from the date of Purchaser's initial commercial use of the Items or the period stated in the first sentence of this section. None of the above insurance coverage shall be cancellable except upon thirty (30) days prior written notice to the Purchaser and to all other insured parties, and Seller shall provide Purchaser with a copy of any such cancellation notice immediately after Seller's receipt of it. Seller shall include Purchaser as an additional insured on all liability insurance. In addition to the provisions of the Indemnity Section above, in the event of a lawsuit or claim by an employee of Seller or of any of its subcontractors against Purchaser, or any of Purchaser's agents, officers, directors, or employees for any injury (including, but not limited to death) or disease arising out of, related to, or claimed to have arisen out of or to have been related to the employee's employment in the performance of the Contract, Seller, on behalf of itself and its Workers' Compensation carrier, hereby transfers and assigns to Purchaser and shall cause each of its subcontractors to transfer and assign to Purchaser any and all liens or subrogation rights that it, they or its or their insurers may have for Workers' Compensation benefits paid to the employee. Seller also waives, for itself and its insurers, all rights of recovery against Purchaser and its employees which Seller or its insurers may have for any loss related to the Items that is insured against herein. On Purchaser's request, Seller shall provide certificates of insurance and renewals evidencing such insurance coverage.

19. TERMINATION, SUSPENSION OR DELAY – Purchaser shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Seller. In the case of termination of the Contract, Seller shall then transfer to Purchaser, in accordance with Purchaser's directions, all materials and all information accumulated, specifically prepared or acquired by Seller for use in the performance of this Contract. The Seller shall, if directed by the Purchaser and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Seller's manufacturing facilities or in transit to Purchaser's facilities. If Seller is not then in default in the performance of any of its obligations hereunder, and if Seller has taken reasonable steps to mitigate its damages resulting from such termination, Purchaser shall pay to Seller, as Seller's sole and exclusive remedy for termination under this Section, to the extent not already paid to Seller, an amount equal to: (a) the reasonable and documented costs incurred by Seller in accordance with the Contract prior to Seller's receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Seller in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section plus prior payments to Seller shall in no event exceed the Price. Before Purchaser resumes performance under the Contract following such suspension or delay, Seller and Purchaser shall negotiate in good faith on the adjustments, if any, which may be required in payments to Seller or in the Price to avoid inequities either to Seller or Purchaser.

20. DEFAULT – If the Seller: (a) becomes insolvent; (b) has a petition under any chapter of the bankruptcy laws filed by or against it; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver requested for or appointed to it; (e) fails to comply with any of its obligations under the Contract, then Purchaser may, in addition to its rights under the Warranty Section above, at its option either cure the default at Seller's expense or terminate the Contract after first giving Seller ten (10) days written notice to cure such default, if Seller has failed to cure such default within such ten (10) day period. Immediately after such termination, Purchaser may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable Purchaser to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Seller any amount then due under the Contract after taking full credit for any offsets to which Purchaser may be entitled; (iii) contract with or employ any other party to finish the Items; and (iv) collect from the Seller any additional expense, losses or damage which Purchaser may suffer.

21. PURCHASER'S RIGHT AND REMEDIES – Any rights or remedies granted to Purchaser in any part of the Contract shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of the Contract and to any other rights or remedies that Purchaser may have at law or in equity.

22. PACKING AND MARKING – All goods shall be packed, crated and braced to prevent damage or deterioration and in accordance with all applicable laws with no

charges being paid by Purchaser for packing, crating or bracing. The contents of each shipping container shall be clearly identified on the outside of the container, and the applicable Purchase Order number for the contents shall be clearly stated on the outside of each such container.

23. INDEPENDENT CONTRACTOR – Seller is acting as an independent contractor, and the manner and means of conducting the work or services and all individuals who will be performing the work or services in connection with the Contract will be under Seller's sole control, subject to compliance with the terms of the Contract and to the continuing right of inspection by Purchaser's representatives. Seller shall be solely responsible to Purchaser for the acts and omissions of all such individuals. Under no circumstances shall any of such individuals be or be deemed to be employees of Purchaser. Seller shall pay, as required by applicable laws, all wages, overtime pay, taxes and benefits for its employees, and shall hold Purchaser harmless from any assessments in connection therewith.

24. CONFIDENTIAL TREATMENT; OWNERSHIP OF PRODUCT DESIGNS – Purchaser has disclosed or may disclose proprietary information to Seller relating to Purchaser's customers, suppliers, licensors, methods of operation, financial status, cost of materials, price of products, market plans, product designs and concepts, product information, operational policies, and other business and/or technical information. Seller shall hold all such information confidential and shall not use it for any purpose other than as required to perform its obligations under the Contract, except as expressly authorized by Purchaser in writing. Seller cannot copy, duplicate or otherwise use Purchaser's product designs and concepts or other confidential and proprietary information for any customer other than Purchaser. The requirements of this section shall apply to all information received, whether orally or in writing, by Seller from Purchaser or from an agent of Purchaser, other than: (a) information that is known to Seller prior to its receipt from Purchaser, (b) information that is generally known in the public through no fault of Seller, as of the date and to the extent that such information becomes generally known, and (c) information received by Seller from any third party not bound to Purchaser to maintain such information confidential, as of the date and to the extent that such information is received from the third party. The requirements of this section shall survive for five years following the termination of the Contract.

25. ASSIGNMENT – Purchaser shall have the right, at its sole discretion, to assign the Contract or any of its rights hereunder to any of its affiliates or to a successor-in-interest to all or substantially all of its membership interests, business or assets. Seller may not assign any of its obligations under the Contract without the prior written consent of Purchaser which may be conditioned or denied in Purchasers' sole discretion, and any attempted assignment or transfer by Seller of its obligations under the Contract shall be void and of no effect unless the prior written consent of Purchaser has been obtained.

26. WAIVER – The failure of either party hereto to require strict compliance with or complete performance of any obligation of the other party hereto by such other party shall not be construed as a waiver of any subsequent breach by such other party.

27. ENTIRE AGREEMENT – The Contract sets forth the entire agreement between Seller and Purchaser on the subjects covered herein, and, except as otherwise provided above in the Changes Section, and except for changes that Purchaser may from time to time make to the Codes of Conduct, no terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and signed by Seller and Purchaser. In the event of any conflict between any provision of these Terms and Conditions and any other provisions of the Contract, these Terms and Conditions shall prevail or control unless: (a) the conflicting provision in such other document expressly states that it supersedes these Terms and Conditions or (b) the conflicting provision is in a paper or electronic Purchase Order issued by Purchaser or an Agreement, in which event such conflicting provision shall prevail or control over these Terms and Conditions and over a conflicting provision in any other part of the Contract.

28. SEVERABILITY – In the event that any words, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.

29. GOVERNING LAW – The Contract and all the performance thereunder shall be exclusively governed by and construed in accordance with the laws of the State of Illinois, U.S.A., with the exclusive venue of the courts located in Cook County. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.