GLATFELTER

PURCHASE ORDER TERMS AND CONDITIONS

1. Agreement. These Purchase Order Terms and Conditions, which include the applicable Purchase Order and any Exhibits thereto (collectively, the "**Agreement**") as well as any confidentiality agreement executed by Glatfelter and Supplier, shall constitute the entire agreement of the parties with respect to the Products or Services as defined in the applicable Purchase Order and may not be modified, except by a written document signed by both parties. No terms stated by Supplier in its proposal or in accepting or acknowledging this Agreement shall be binding except as expressly incorporated herein by Glatfelter. Supplier is hereby notified of Glatfelter's objection to, and rejection of, any additional or different terms in Supplier's quotation, acknowledgement, invoice, or other forms.

2. Payment Terms. For Purchase Orders (defined below) issued by Glatfelter prior to July 1, 2015, the payment terms are sixty (60) days net from Glatfelter's receipt of a correct and complete invoice or date of delivery, whichever is later. For Purchase Orders issued by Glatfelter on or after July 1, 2015, the payment terms are ninety (90) days net from Glatfelter's receipt of a correct and complete invoice or date of delivery, whichever is later. Supplier acknowledges that Glatfelter may set off any amount owed to Glatfelter from Supplier under this Agreement or any other agreement with Glatfelter.

3. Taxes. Each Party will be responsible for its own respective taxes as required by law. "**Taxes**" include all sales, use, revenue, gross receipts, income (or taxes based upon income), excise, property and any other federal, state, or local taxes, inclusive of any GST, HST, QST or Value Added Taxes. Supplier may be required by law to charge tax (for example, state sales tax). In such cases, each Party will give the other the opportunity to demonstrate (and document) how such charge may be mitigated (for example, by the provision of a sales tax exemption certificate). If there is a reasonable disagreement regarding Taxes (such as whether tax should be charged), the Parties agree to cooperate and negotiate in good faith to determine their respective rights and obligations for Taxes, interest, and penalties (net of associated tax deduction benefit) for any such Taxes ultimately deemed to have been required.

4. Delivery Terms. Unless otherwise specified in the Purchase Order document, the delivery terms for international and domestic transactions shall be DAP (Incoterms 2010), Glatfelter's designated destination. Title and risk of loss shall transfer from Supplier to Glatfelter upon delivery and acceptance of the Products to Glatfelter's designated destination. Time is of the essence with regard to delivery of the Products. A packing slip must accompany each shipment, and if a shipment is to a consignee or agent of Glatfelter, a copy of the packing slip shall be forwarded concurrently to Glatfelter. If no such packing slip is sent, the count or weight by Glatfelter or its agent or consignee is agreed to be final and binding.

5. Ordering Procedures. Glatfelter will place orders for Products or Services or both via purchase orders ("**Purchase Orders**") in writing in advance of Glatfelter's requested delivery dates. Each Purchase Order will specify the Services and/or the quantity of each Product ordered and the required delivery date. The date a Purchase Order will be deemed placed (the "**Order Date**") will be the date the email or fax transmitting the Purchase Order was made. Supplier will acknowledge receipt of Glatfelter's Purchase Order within two (2) business days after the Order Date. Glatfelter shall have the right to make changes to any Purchase Order. Such changes shall include, but not be limited to, changes in Glatfelter's specifications upon which the Purchase Order is based. Should any change affect the prices contained herein, or delivery time, Supplier shall, before proceeding, notify Glatfelter of any such changes and receive Glatfelter's agreement thereto. No modification, alteration or amendment to a Purchase Order shall be effective unless approved by both parties in writing. Glatfelter reserves the right to cancel all or any part of a Purchase Order if Supplier does not make required deliveries as specified, or if Supplier breaches any of the terms hereof. Glatfelter may also cancel any Purchase Order, in whole or in part, at any time due to causes other than specified herein or without cause; and in such event, Glatfelter will reimburse Supplier for its reasonable and necessary expenses incurred in the performance of that

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Purchase Order up to the date of cancellation and reasonable documented direct expenses. In no event will Glatfelter be liable for indirect, consequential, special or incidental damages, including any lost profits related to the cancelled Purchase Order, whether cancelled in whole or in part. In the event of any such cancellation, the material or equipment produced or acquired hereunder for the account of Glatfelter prior to cancellation shall be disposed of in accordance with instructions of Glatfelter.

6. Special Conditions for Services. Prior to commencing any Services, Supplier shall obtain written authorization from Glatfelter to commence work. When Services are carried out on any site or premises of Glatfelter, Supplier shall comply with the site and safety rules and regulations and ensure that it has all required work permits/licenses or any other authorizations required to perform the Services. It is the responsibility of Supplier to provide appropriate protective clothing and equipment where necessary for the protection of its personnel in performing the Services and the cost of such protective clothing or equipment shall be deemed to have been included in the price of the Services. Upon completion of the Services, Supplier shall clear away and remove from the site/premises all equipment, surplus materials, waste and rubbish and leave the site/premises in a broom-clean condition to the satisfaction of the site personnel. Supplier shall be responsible for the safekeeping and maintenance in good order of any equipment or property issued by Glatfelter in order to perform the Services and shall return same in good condition, normal wear and tear excepted, upon conclusion of the Services. If Glatfelter at any time becomes dissatisfied with the performance or conduct of any employee or contractor of Supplier engaged in performing under this Agreement, Supplier shall upon notice from Glatfelter promptly replace such employee or contractor.

7. Glatfelter Equipment. This section applies to the extent Supplier utilizes Glatfelter-owned or provided equipment ("**Equipment**") in the performance of Services or the delivery, installation or set-up of Products or for any other reason.

A. Glatfelter makes no representations or warranties about the character, condition, quality or characteristics of any Equipment. Glatfelter is not a merchant of the Equipment. Supplier agrees that its use of the Equipment is at Supplier's sole risk. SUPPLIER ACCEPTS THE EQUIPMENT "AS-IS". GLATFELTER NEITHER EXPRESSES NOR IMPLIES ANY WARRANTIES AS TO THE QUALITY OR CONDITION OF THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GLATFELTER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS ABOUT THE CONDITION, QUALITY, CAPACITY OR OTHER CHARACTERISTICS OF THE EQUIPMENT.

B. Supplier will do everything necessary to keep the Equipment safe and in proper working order and will return the Equipment to Glatfelter promptly upon satisfaction of the work set forth in the applicable Purchase Order necessitating use of the Equipment. If any of the Equipment is damaged beyond ordinary wear and tear, as determined in Glatfelter's sole discretion, then on demand Supplier will immediately either: (i) restore the Equipment to good working order or (ii) replace the Equipment with an equivalent item which is in good working order, is of the same make as the damaged Equipment and is of the same or later model as the damaged Equipment. If any of the Equipment is lost, stolen, destroyed, or damaged beyond repair, then on demand Supplier will immediately replace such Equipment with an equivalent item which is in good working order, is of the same make as the damaged Equipment, and is of the same or later model as the damaged Equipment.

8. Inspection. Glatfelter shall have the right to inspect the Products prior to final acceptance, and upon reasonable notice to Supplier, observe testing of the Products during manufacture and/or before shipping of the Products, and shall have the right to review any and all test records and reports relating to the Products that are maintained by Supplier. Glatfelter shall also have the right to conduct its own testing or inspection of the Products. Supplier shall give Glatfelter prompt notice of when testing by Supplier is expected to be done and when the Product has reached the stage at which inspection or testing by Glatfelter may be carried out. Inspection and approval by Glatfelter at Supplier's plant does not preclude rejection of the Products by Glatfelter for defects upon discovery by subsequent inspection, or in any way limit or affect any of Supplier's warranties given with respect to the Products.

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9. Rejection. Defective Products and Products otherwise not conforming to the Purchase Order shall be held for Supplier's instruction and at Supplier's risk, and if Supplier so directs, shall be returned at Supplier's expense. Supplier shall reimburse Glatfelter for any storage costs that Glatfelter incurs for the defective or non-conforming Products. Payment by Glatfelter shall not be construed as an acceptance of Products or Services. Glatfelter may return to Supplier any non-defective, excess Products within ninety (90) days of receiving them. For Services performed that fail to conform to the warranties herein, Supplier shall, at Glatfelter's option, either re-perform the Services at no additional cost to Glatfelter or reimburse Glatfelter for the cost of the non-conforming Services.

10. Safety. Supplier shall plan and conduct its Services to safeguard persons and property from injury. Supplier shall direct performance of Services in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the applicable states' division of Occupational Safety and Health. Glatfelter may designate safety precautions in addition to those in use or proposed by Supplier and Supplier must follow such precautions. Glatfelter reserves the right to inspect the Services and to halt Services to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Supplier follow said practices and applicable laws, rules and regulations, and any special instructions given by Glatfelter nor the adherence thereto by Supplier shall relieve Supplier of the sole responsibility to maintain safe and efficient working conditions. Supplier is responsible for ensuring that each of its employees and subcontractors' employees providing Services pursuant to this Agreement take the applicable online training course provided by Glatfelter prior to arriving at the Site. Glatfelter will also provide, upon request, Supplier with copies of Glatfelter's on-site safety rules, Administrative, Safety, and Environmental Responsibilities for Contractors, which must be read by each employee of Supplier and its Subcontractors who will work on the Site prior to the commencement of work.

11. Compliance with Law, Regulation and Standards. Supplier warrants that all Products and Services furnished under this Agreement have been sourced, manufactured, processed, packaged, sold, performed and delivered in accordance with all applicable federal, state, provincial, and local laws, regulations, ordinances, orders and guidelines and good industry practice. Supplier has and will maintain all licenses, permits and similar authorizations required for the manufacture, processing, packaging, sale and delivery of the Products and for the performance of the Services. Supplier will provide, upon request, any and all information required for Glatfelter's government or industry regulatory filings.

12. Insurance. Supplier will carry commercial general liability insurance, including coverage for product liability, in the minimum amount of $3,000,000 USD with insurance carriers acceptable to Glatfelter, and will carry workers' compensation insurance for its personnel in compliance with all applicable laws. Supplier will add Glatfelter as additional insured to the commercial general liability insurance required in this Section. Supplier will furnish insurance certificates to Glatfelter at least thirty (30) days' prior to the effective date of this Agreement. Supplier will notify Glatfelter of any changes to such insurance coverage.

13. Quality; Changes in Product or Manufacturing. Supplier will make no change that may affect the Product's properties or end-use performance, including, but not limited to: improvements or modifications, even when such does not result in a change to the Specifications; changes in raw material feed stocks, manufacturing processes or equipment, manufacturing location, or other major process conditions (collectively "**Process Changes**") without Glatfelter's written consent, which consent will not be unreasonably withheld, conditioned or delayed. Supplier will give Glatfelter one (1) year prior written notice of any desired Process Changes or product discontinuations. If requested by Glatfelter, Supplier will provide at no cost to Glatfelter sufficient quantities of product made with a Process Change to enable Glatfelter, or its customer(s), if applicable, to conduct trials using such altered product before Supplier discontinues the existing Product. In the event that Supplier, acting in good faith, represents that a Process Change is necessary, but Glatfelter does not consent to such change, Glatfelter shall have the option to terminate the Agreement in its entirety, or with respect to such Product, at its option, upon ninety

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(90) days' written notice. Prior to termination, Supplier shall provide Glatfelter with six (6) months of inventory of the Product or Products if so requested by Glatfelter.

14. Technical Assistance. At Glatfelter's request, Supplier shall furnish such technical assistance and information as it has reasonably available with respect to the use of the Products or Services. Unless otherwise agreed in writing, all such technical assistance and information will be provided at no cost to Glatfelter.

15. Relationship of the Parties. The relationship of the Parties shall be that of independent contractors and nothing herein shall be construed as creating a joint venture, partnership, agency or other relationship between Supplier and Glatfelter. Supplier is not authorized to enter into any contract, warranty or representation, or to create any expressed or implied obligation, on behalf of Glatfelter.

16. Code of Business Conduct. Supplier shall conform to Glatfelter's Code of Business Conduct ("**Code**") in meeting its obligations under this Agreement and in all of its dealings with Glatfelter. Supplier acknowledges that it has access to a copy of the Code via Glatfelter's website: http://www.Glatfelter.com.

17. Termination.

A. Termination for Convenience. Glatfelter retains the right to terminate this Agreement or any Purchase Order in whole or in part for any reason whatsoever. Except for termination by Glatfelter due to Supplier's breach of this Agreement, Glatfelter shall pay Supplier its reasonable costs incurred for Services satisfactorily performed and accepted prior to issuance of such termination. Supplier shall provide substantiation of such costs upon request. If this Agreement or a Purchase Order is terminated, and Glatfelter elects, Supplier will complete all work in process and adhere to the terms and conditions contained in this Agreement. If Glatfelter terminates the Agreement or any applicable Purchase Order, Glatfelter shall be entitled to receive from Supplier a pro-rata refund of any unused fees paid to Supplier.

B. Termination for Cause. Either Party may terminate this Agreement or affected Purchase Order effective immediately upon written notice in the event (1) of the other Party's insolvency, reorganization, debt arrangement, assignment for the benefit of creditors or any other granting of relief from creditors; (2) any process is issued against a substantial part of the other Party's property; (3) the institution of dissolution, liquidation or bankruptcy proceedings by or against the other Party; or (4) of any material breach of this Agreement by the other Party which remains uncured after thirty (30) days written notice thereof from the non-breaching Party. For avoidance of doubt, failure to make payment of any disputed amounts shall not be considered a material breach. Any such termination shall be without prejudice to any other rights and remedies that either Party may have at law or in equity.

18. Material Adverse Change. As used in this Agreement, "**Material Adverse Change**" means any change or effect that is materially adverse to the business, financial condition or results of operations of Glatfelter or its Affiliates taken as a whole, as determined by Glatfelter in its sole discretion. In the event of a Material Adverse Change, Glatfelter may terminate all or a portion of this Agreement upon ninety (90) days prior written notice to Supplier.

19. No Lien. To the full extent allowed by law, Supplier hereby expressly waives its right to assert any lien claim against Glatfelter, its facilities or the Products and Services. Supplier shall defend, indemnify and hold Glatfelter harmless from all resulting costs and attorneys' fees from all such claims or any mechanic's lien claim that is brought by any person supplying labor or materials in connection with the Products or Services performed. If any mechanic's lien is placed upon any portion of, or interest in, Glatfelter, its facilities, or the Products, Supplier will promptly remove the lien, upon receiving notice from Glatfelter or, failing that, will be liable for Glatfelter's costs and attorneys' fees for doing so.

20. Advertisement/Use of Glatfelter's Name or Trademarks. Supplier shall not, without the prior written consent of Glatfelter, advertise or make it known in any manner that Supplier supplies or has supplied to Glatfelter. Supplier will not in any way whatsoever use or reference Glatfelter's name or any

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trademark or trade dress of Glatfelter, except with the prior written consent of Glatfelter, which may be withheld in Glatfelter's sole discretion.

21. Force Majeure. Neither Party shall be liable to the other for any failure to perform under this Agreement when such failure or delay shall be caused by any act of God (defined as a natural catastrophe that cannot be prevented such as, without limitation, an earthquake, tidal wave, volcanic eruption, flood or tornado), or events that are, in each case, beyond the reasonable control and without the negligence or willful misconduct of the Party so affected such as fire, riot, invasion, act of terrorists, war, or act of any governmental authority (each, an "**Event of Force Majeure**"). Notwithstanding the above, in no event shall failure of equipment (whether of Supplier or a third-party) or failure of a third-party supplier to supply necessary services or goods be deemed as an Event of Force Majeure. The Party whose performance is so affected shall provide prompt written notice to the other, shall indicate the estimated duration of such Event of Force Majeure, and shall use reasonable efforts to mitigate the effects of such Event of Force Majeure. If such Event of Force Majeure continues for more than thirty (30) days, Glatfelter has the option, at any time thereafter during which the Event of Force Majeure is continuing, to terminate this Agreement in its entirety, without liability to Supplier, except to pay for services already performed.

22. Maintenance of Books and Records. Supplier shall maintain, at its offices, complete and accurate books and records, supporting data and other sufficient detail relating to the provision of Services hereunder in accordance with, and for such period as required by, generally accepted accounting principles, or applicable law, or Glatfelter's document retention policy. During the term of this Agreement and for seven (7) years thereafter, or for such longer period as may be required by Glatfelter, Supplier agrees to maintain such books and records for: (A) financial or tax purposes by any government agency, or by any law, rule or regulation, or (B) in connection with any ongoing or threatened litigation, suit or proceeding.

23. Product Warranties. Supplier warrants that the Products (A) are owned by Supplier free of any lien, claim or encumbrance and that Supplier shall convey good title to Glatfelter; (B) will be of merchantable quality; (C) will be fit for Glatfelter's intended purpose; (D) will conform to specifications for the Products and any samples provided; (E) will be free from defect and contamination in design, material and workmanship; (F) will meet all applicable industry standards and codes: (G) may be used in accordance with any suggestions, recommendations or instructions of Supplier; and (H) do not infringe any valid patent or any other proprietary right of any third party when used in accordance with any such suggestions, recommendations or instructions of Supplier. If Glatfelter reasonably determines that any Product fails to meet any of the foregoing warranties, such Product will be returned to Supplier at Supplier's expense and exposure for full replacement or credit, at Glatfelter's sole option. The warranties in this Section shall be in addition to all other warranties, express, implied, or statutory. All warranties run to Glatfelter, its customers and to subsequent owners of goods to which the Products relate. All warranties shall be construed liberally to Glatfelter.

24. Service Warranties. Supplier warrants that the Services will be performed by appropriately qualified and trained personnel with all due care and diligence and to such a high standard of quality as it is reasonable for the Glatfelter to expect in all circumstances.

25. Indemnification. Supplier shall indemnify, defend and hold harmless Glatfelter and its officers, directors, employees, agents, licensees, sub-licensees and all their successors and assigns (collectively, the "**Indemnitees**") from and against any and all losses, claims, demands, suits, damages, liabilities and related costs and expenses (including attorneys' fees, litigation expenses and costs of establishing rights to indemnification) (collectively, the "**Claims**") incurred by or asserted against any Indemnitee arising out of or in connected with: (A) Supplier's failure to perform under the Agreement; (B) Supplier's breach of any provisions, representations or warranties of the Agreement; (C) any breach of Section 11 or act constituting fraud, willful misconduct or negligence of Supplier; (D) accidents, occurrences, injuries or losses to or of any person or property or the environment that are related to or result from, in whole or in part, by the Services or Products or the use or operation (except where the Indemnitee is grossly negligent) of the Services or Products, or from Supplier's possession, use or maintenance of Glatfelter-

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owned or provided Equipment; (E) Supplier's failure to comply with the on-site work rules and other Glatfelter's published rules and policies (which shall be incorporated by reference and made a part of this Agreement), if applicable; or (F) any claims that the Services, Products or any other Intellectual Property delivered or licensed or to which rights are otherwise acquired hereunder (together, "**IP Assets**"), or any part or parts thereof, infringe or misappropriate any patents, copyrights or any other rights of others. Notwithstanding any other provision of this Agreement, Supplier expressly agrees that it shall cover any and all liability for the specified acts or occurrences which result in harm to Supplier's employees, subcontractors or agents, including specifically acts or occurrences involving Indemnitee's own negligence. Supplier's indemnification obligations hereunder shall not be limited by any limitation on the amount or types of damages, compensation or benefits payable under workers' compensations acts, disability benefits acts, or other employee benefit acts. In the event that any IP Assets are alleged or found to be misappropriated from, or to infringe on the intellectual or industrial property rights of, a third-party, or if their use by Glatfelter is enjoined, then in addition to the foregoing indemnification obligation, and at Glatfelter' option and Supplier's sole expense, Supplier shall: (X) secure a license to use such portion to enable such IP Assets to be utilized in a manner consistent with the terms of this Agreement, (Y) replace the same with other intellectual or industrial property assets with equally suitable, functionally equivalent, compatible, non-infringing assets or services, as reasonably determined by Glatfelter, or (Z) modify the IP Assets so that they no longer infringe or misappropriate the rights of others, while still meeting the requirements of this Agreement.

26. Limitation of Liability. IN NO EVENT SHALL GLATFELTER BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT OR ANY PART THEREOF, WHETHER OR NOT GLATFELTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL GLATFELTER'S LIABILITY FOR ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES GLATFELTER PAID TO SUPPLIER FOR THE SPECIFIC PRODUCT OR SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

27. No Conflicts of Interest. During the Term of this Agreement, Supplier will not engage in any work which creates a conflict of interest with Glatfelter or in any way compromises the performance and completion of the services to be performed under this Agreement by Supplier.

28. Confidentiality. The Parties acknowledge that in the course of performance of this Agreement, they may have access to or acquire information concerning Supplier or Glatfelter and its Affiliates, as the case may be, which is confidential and proprietary. The Parties also agree that the fact of the business relationship between them will be considered confidential information subject to this section. The Parties agree to hold all such information in strict confidence, not to disclose such information to third parties (unless to affiliates, employees or advisors with a need to know and subject to obligations of confidentiality no less strict those set forth herein) and not to use such information for any purpose other than in connection with this Agreement. The foregoing restrictions on confidentiality and non-disclosure shall not apply to information (A) that is, at the time of disclosure, available to the general public; or (B) that, following disclosure, becomes available to the general public through no fault of the recipient; or (C) that is disclosed to the recipient without restriction on disclosure by a third-party which has the legal right to disclose the same. The obligations set forth in this section shall survive, for a period of five (5) years, any expiration or termination of this Agreement. In the event that the Parties are already, at the time of the execution of this Agreement, subject to the terms of a currently valid confidentiality or non-disclosure agreement, the terms of such pre-existing confidentiality or non-disclosure agreement shall prevail over any term within this provision that may be in conflict.

29. Notices. Notices and other communications made with respect to this Agreement shall be given in writing and addressed to the Parties at the addresses set forth in the preamble to this Agreement, or such other addresses as may be designated in writing by either Party to the other. Notices to Glatfelter must include an additional copy directed to Attn: General Counsel at P. H. Glatfelter Company, 96 South

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George Street, Suite 500, York, PA 17401. Notices shall be delivered by hand, by facsimile, by email, by a nationally recognized overnight mail service, or by first class mail. All notices shall become effective, upon receipt when delivered by hand, by facsimile or by email; on the next business day when sent by a nationally recognized overnight mail service, with proper charges prepaid, or three (3) days after deposit in the United States mail when sent by first class mail with proper postage prepaid.

30. Assignment. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Glatfelter may assign its rights and delegate its duties hereunder without such consent to an Affiliate or successor-in-interest pursuant to corporate reorganization, merger, acquisition or sale of assets. For purposes of this Agreement, "**Affiliate**" means any entity controlling, controlled by or under common control with a Party and "**control**" means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. Any assignment in violation of this section shall be void and unenforceable. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Parties.

31. Choice of Law and Forum. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without application of its principles of conflicts of laws. Any litigation arising hereunder or related hereto must be brought before either the York County, Pennsylvania Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania. The Parties waive trial by jury for any claim, action or suit asserted, brought or arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction under this Agreement.

32. Waivers. The failure of a Party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Agreement.

33. Severability. The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

34. Headings. The section titles in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

35. Survival. The termination or expiration of this Agreement shall not affect the survival and continuing validity of any provision that is expressly or by implication intended to continue in force after such termination or expiration, including, without limitation, all warranties, indemnification, limitations of liability, confidentiality obligations, payment, governing law; jurisdiction and venue, and other covenants and obligations of Supplier under this Agreement.

36. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior contracts, correspondence, negotiations, discussions or understanding as well as any terms and conditions which may be attached to or incorporated in Supplier's quotation(s), offer(s) or invoice(s). Amendments to this Agreement must be in a writing that specifies it is an amendment to this Agreement and must be signed by duly authorized representatives of the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

37. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same document.

38. Authority to Contract. The Parties warrant that the individuals executing this Agreement have full and valid power to enter into this Agreement and bind their respective Parties to the terms hereof. The Parties do not intend that this Agreement shall be enforceable by any party that is not a party hereto.

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