



ONE FAMILY.
ONE PURPOSE.

COBB-VANTRESS, INC.
PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions (these "Purchase Terms") shall apply when Cobb-Vantress, Inc. and/or any of its affiliates or subsidiaries ("Cobb"), is purchasing goods ("Goods") and/or services ("Services") from a Seller ("Seller") pursuant to a Purchase Order ("Order") issued by Cobb to the Seller.

1. APPLICATION AND INTERPRETATION

1.1 Seller Terms Excluded. Acceptance of any Order by Seller is limited to acceptance of the express Purchase Terms herein. Any general terms and conditions of Seller are hereby expressly rejected by Cobb and excluded. Notwithstanding any language contained in any document of Seller stating the language of such document, or any other document referenced therein supersedes any other language, if the Seller chooses to accept an Order, Seller specifically acknowledges and agrees these Purchase Terms control. Any proposal, confirmation, or any other writing of whatever kind inconsistent with or in addition to the terms of the Order and these Purchase Terms shall not be binding upon Cobb. Cobb's acceptance of, or payment for, Goods and/or Services will not constitute acknowledgement or acceptance of the Seller's conditions of sale.

1.2 Order of Precedence. The provisions of any Order and these Purchase Terms will be read, to the extent possible, to be consistent. If a provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless either (i) the provision of the Order specifies characteristics, quantities, prices, delivery times or other similar commercial terms for Goods and/or Services to be provided under that Order, or (ii) the Order specifically states that the provision in the Order will prevail.

1.3 Acceptance. An Order shall be deemed accepted by Seller upon the earliest of (i) Seller issuing a written acceptance of the Order, (ii) Seller's commencement of work on the Goods and/or Services subject to the applicable Order, or (iii) shipment of the Goods and/or delivery of the Services subject to the applicable Order.

1.4 Changes. Cobb shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of an Order, an equitable adjustment will be made and the applicable Order shall be modified in writing accordingly. Seller agrees to accept any such changes to any Order or decline such changes promptly in writing.

1.5 References to Laws. A reference to any law, rule, or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. COMPENSATION

2.1 Price. The price of the Goods and/or Services shall be as stated in the Order and unless otherwise agreed in writing by Cobb shall be F.O.B. delivered and inclusive of all other charges including but not limited to customs, duties, all sales, use, excise and property taxes, shipping, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. In the event a price is not contained in an Order, Cobb's agent must be notified of the price and its written acceptance obtained before Seller accepts such

Order. No additional costs, fees, surcharges or expenses of any kind shall be added to the Order without the advance written consent of Cobb.

2.2 Price Warranty. Seller warrants that the prices for the Goods and/or Services sold to Cobb under any Order are as favorable as those currently offered to Seller's customers for the same or similar Goods and/or Services in similar quantities and type in compliance with all pricing laws and regulations. Seller warrants that prices shown on any Order are complete.

2.3 Invoices. Seller shall present Cobb with an invoice for the amounts due and owing pursuant to the Order and Cobb will pay all undisputed amounts on each invoice within the time period set forth in the applicable Order. Each invoice shall be in a form reasonably acceptable to Cobb. Cobb shall have no obligation to pay any amounts that Seller fails to invoice to Cobb within 120 days after the amounts were incurred. Except as required by applicable laws, Cobb shall not be required to pay any late charge, interest, finance charge or similar charge.

2.4 Setoff. Cobb shall have the right to deduct or set-off amounts owed by Seller or any of Seller's affiliates to Cobb against amounts payable under any Order.

3. GOODS PURCHASE PROVISIONS

3.1 Delivery. Seller shall deliver the Goods in the quantities, on the dates, and to the places specified in the applicable Order and all Goods shall be properly packed, sealed and secured in such manner as to reach their destination in good condition. If no date is specified in the Order then Seller shall deliver the Goods promptly. Time shall be of the essence.

3.2 Late Delivery. If the Goods are not adequately delivered on the due date, in addition to its other rights and remedies, Cobb may (i) terminate the Order in whole or in part without liability by notice effective when received by Seller as to Goods not yet delivered, (ii) refuse to accept any subsequent delivery of the Goods which Seller attempts to make, (iii) recover from Seller any expenditure reasonably incurred by Cobb in obtaining the Goods in substitution from another provider, or (iv) claim damages for any additional costs, losses or expenses incurred by Cobb which are in any way attributable to Seller's failure to adequately deliver the Goods on the due date.

3.3 Expedited Shipment. If, in order to comply with Cobb's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in the applicable Order, any resulting increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been directly caused by Cobb.

3.4 Title and Risk of Loss. Title to and risk of loss of the Goods, including but not limited to any shipping and transit costs, will pass to Cobb upon the delivery of the Goods to Cobb, provided that in the event the Goods are Non-Conforming Goods as defined herein, title to and risk of loss of such Non-Conforming Goods shall remain at all times with Seller unless Cobb agrees in writing to accept such Non-Conforming Goods. If a shipment is not accompanied by a bill of lading, packing slip or similar delivery document, Cobb's count and/or weight will be conclusive.

3.5 Export-Import Regulations. Seller will prepare, maintain and, to the extent required under applicable laws, rules or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over a party, submit to the applicable customs authorities, all necessary information and documentation to comply with the applicable customs and export and import requirements of each country from which the Goods will be exported and each country into which they will be imported.

3.6 Title. Seller represents and warrants to Cobb that the title conveyed on all Goods produced pursuant to any Order will be good and marketable, its transfer rightful, and the Goods will be delivered free from any security interest or other lien or encumbrance (including any statutory or common law lien).

3.7 Inspection-Testing. Cobb shall have the right, but not the obligation, to inspect and/or test Goods purchased under any Order and reject, in whole or in part, any or all of the Goods contained therein. Nothing contained in any Order or any confirmation or related documents sent by Seller shall relieve Seller from the obligations of testing, inspection, and quality control.

3.8 Warranty. Seller expressly warrants and represents to Cobb, its successors, assigns, customers, and users of Cobb's products, that all Goods furnished under any Order shall (i) conform in all respects to all samples, specifications and appropriate standards, (ii) meet all performance specifications or guarantees provided either orally or in writing to Cobb, (iii) be new, and free from defects in materials or workmanship, (iv) conform to any statements made on the containers, labels, and/or advertisements, (v) be properly contained, packaged, marked, and labeled, (vi) not infringe or misappropriate any patents, copyrights, trademarks, trade names, trade secrets or other intellectual property rights, (vii) be merchantable, safe and appropriate for the purpose(s) for which Goods of that kind are normally used, (viii) at the time of shipment or delivery comply with all applicable federal, state, and local laws, (ix) be manufactured in accordance with current good manufacturing practices, and (x) to the extent applicable, not be articles which may not, under the provisions of Section 404 or 505 of the FFDCFA, be introduced into interstate commerce. In addition, if Seller knows or has reason to know the particular purpose for which Cobb intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose. Inspection, test, acceptance or use of the Goods furnished under any Order shall not affect Seller's obligation under this warranty, and all warranties shall survive inspection, test, acceptance and use.

3.9 Non-Conforming Goods. Any Goods that are defective, damaged, or fail to conform to (i) the requirements of these Purchase Terms, (ii) the requirements of any applicable Order, (iii) the specifications supplied by Cobb to Seller, or (iv) applicable industry or legal fitness and safety standards ("Non-Conforming Goods").

3.10 Rights with Respect to Non-Conforming Goods. In addition to its other rights and remedies, Cobb reserves the right to (i) cancel or terminate for cause any Order, in whole or in part, which contains Non-Conforming Goods or (ii) require Seller to replace or promptly repair defects of any Non-Conforming Goods without expense to Cobb. Seller shall be liable for all charges, expenses, field corrections, withdraws, recalls, repurchases, or commissions incurred in the inspection, receipt, transportation, care custody and disposal of the Non-Conforming Goods. If Seller fails to repair defects in or replace any Non-Conforming Goods, Cobb may make such repairs or replace such Goods and charge Seller any cost incurred. For Non-Conforming Goods whose defect or non-conformity is not apparent on examination, Cobb reserves the right to require correction or replacement as well as payment of damages.

3.11 Information Regarding Non-Conforming Goods. Seller will promptly furnish to Cobb all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Seller receives which suggest or indicate that any Goods, including but not limited to any ingredient, material, and/or any packaging or supplies used in connection with any Goods, may be Non-Conforming Goods.

4. SERVICE PROVISIONS

4.1 Performance of Services. Seller will provide Services purchased in any Order in accordance with these Purchase Terms and the applicable Order. If the Order describes Services in a general or non-specific

manner, the Services will include not only those Services specifically described in such Order but also those that are an inherent, necessary or a customary part of those Services. Except as provided by the applicable Order, Seller will be responsible for all materials, facilities, equipment, software and other resources required to provide the Services and Seller shall ensure that all equipment used in connection with an Order is maintained in good working order and in compliance with the manufacturer's instructions and current regulations.

4.2 Services Warranty. The Seller represents and warrants that any Services performed by the Seller (or its duly appointed sub-contractor) will comply to all applicable statutory rules and regulations and shall not infringe or misappropriate any patents, copyrights, trademarks, trade names, trade secrets or other intellectual property rights and be performed (i) in a good, timely, efficient, professional and workmanlike manner using then-current technology, (ii) using sufficient numbers of personnel who have suitable competence, ability, education, training and other qualifications for any assigned roles, (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to or higher than the accepted industry standards applicable to the performance of the same or similar Services, and (iv) in compliance with the requirements of the Order and these Purchase Terms.

4.3 Compliance with Cobb Policies and Procedures in Performance of Services. Seller will ensure that the Seller personnel, while assigned to provide Services or otherwise visiting or accessing Cobb's facilities, will (i) comply with Cobb's then-current environmental, health, safety, and security policies and procedures and other policies and regulations applicable to Cobb personnel at those facilities, (ii) comply with all reasonable requests of Cobb personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

4.4 Rights for Non-Conforming Services. In the event the Services do not conform with these Purchase Terms and the stipulations in any applicable Order, Cobb shall, without prejudice to any of its other rights or remedies, have the right to (i) terminate the Order in whole or in part without liability by notice effective when received by Seller as to Services not yet performed, (ii) refuse to accept any subsequent performance of the Services which Seller attempts to make, (iii) suspend any payment obligation in respect to the Services, and (iv) purchase Services to correct or replace the non-conforming Services from an alternative provider after giving Seller notice and charge Seller any cost incurred.

5. TERMINATION

5.1 Termination for Convenience. Cobb reserves the right to terminate any Order for convenience, in whole or in part, at any time. Upon notification by Cobb, Seller shall immediately stop all work and shall immediately cause any of its suppliers and/or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the applicable Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers and/or subcontractors which Seller reasonably could have avoided. Notwithstanding the foregoing, in no event shall Seller be entitled to an amount greater than what Cobb would have paid absent the termination.

5.2 Termination for Cause. Cobb may terminate any Order, in whole or in part, in the event of (i) any default by Seller, (ii) Seller's failure to comply with these Purchase Terms, or (iii) Seller's failure to comply with any specific terms and conditions contained in an applicable Order. Late deliveries, deliveries of Non-Conforming Goods and/or performance of non-conforming Services, and/or failure to provide Cobb, upon request, reasonable assurances of future performance, shall all be bases for Cobb's right to termination for cause. In the event Cobb terminates an Order for cause, Cobb shall not be liable to Seller for any amount,

and Seller shall be liable to Cobb for any and all damages sustained by reason of Seller's default which gave rise to the termination.

5.3 Termination for Financial Insecurity. Cobb may terminate any Order, in whole or in part, as of the date specified in a termination notice if Seller (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceeding(s) (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for Seller, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) makes any material misstatement as to its financial condition.

6. INDEMNIFICATION

6.1 General. Seller shall defend, indemnify and hold harmless Cobb, including its respective directors, officers, employees, and agents from and against any and all claims, demands, actions, losses, damages, penalties, liabilities, costs, obligations, and expenses (including reasonable attorneys', experts' and legal fees) arising out of or resulting in any way from any act or omission of Seller, its agents, employees or subcontractors, in whole or in part, including but not limited to (i) Seller's breach of these Purchase Terms and/or any Order, (ii) the actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property right, (iii) violation of any law or regulation of Seller, (iv) any claim that the Goods and/or Services are defective, and (v) any claim that Cobb has or had a duty to warn a third party with respect to the Goods and/or Services; provided that Cobb gives Seller prompt written notice of any such claim once it has actual knowledge thereof and no settlement or compromise that imposes any liability or obligation on Cobb shall be made without Cobb's prior written consent. Notwithstanding the foregoing, Cobb shall have the right, but not the obligation, to assume and control the defense and/or settlement of such claim, and Seller shall cooperate in the defense of any such claim and provide such assistance and information as is reasonably necessary for defense of such claim. This indemnity shall be in addition to the warranty obligations of Seller.

7. INSURANCE

7.1 General. Seller shall procure and maintain, at its own expense, such public liability insurance, including product liability, contractual liability, completed operations, contractor's liability and protective liability, automotive liability insurance (including non-owned automotive liability), workers' compensation and employer's liability insurance with an insurance company acceptable to Cobb that will adequately protect Cobb against damages, liabilities, claims, losses and expenses. All insurance coverage provided to Cobb by Seller pursuant to these Purchase Terms shall be primary insurance with respect to Seller's obligations, and shall not be or be considered to be contributing insurance with any of Cobb's policies of insurance. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Cobb. Notwithstanding the foregoing, in no event shall Seller's insurance required in accordance with this Section 7 have respective limits of less than the following:

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Motor Vehicle (covering leased, Owned and non-owned vehicle)	\$1,000,000 of primary and/or umbrella/excess coverage per occurrence for bodily injury and/or property damage

General Liability (including completed operations coverage, products liability coverage, broad form of property damage and blanket contractual liability coverage endorsed to cover Seller's contractual liability assumed under these Purchase Terms)

\$1,000,000 of primary and/or umbrella/excess coverage per occurrence for bodily injury and/or property damage

7.2 Material Changes. If there is a material change in or cancellation of the insurance required by these Purchase Terms or any Order, then Seller shall provide Cobb with at least thirty (30) days prior written notice.

7.3 Property of Employees and Subcontractors. Seller shall require all subcontractors and others performing any Services at Cobb facilities to procure and maintain in effect the insurance required by these Purchase Terms or any Order. Seller waives any and all rights of recovery it may have against Cobb for damage or destruction of property of Seller or its employees. Seller's policies insuring any such property will contain a waiver of subrogation clause or endorsement.

8. COMPLIANCE

8.1 Compliance with Laws. Seller expressly represents and warrants that all Goods and/or Services supplied under any Order will have been produced in compliance with, and Seller agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations. Seller represents that, by acceptance of any Order, it is and shall continue to be in full compliance with all Executive Orders, federal laws, rules and regulations, all as from time to time amended, relating to equal employment opportunity, and that the following laws, orders and regulations are hereby incorporated by reference: Equal Opportunity Clause prescribed by E.O. 11246, as amended (41 CFR Chapter 60); Minority Business Enterprises Clause requirements of E.O. 11625 (41 CFR Part 1); the Union Dues Clause prescribed by E.O. 13201 (29 CFR Part 470), the Lilly Ledbetter Fair Pay Act of 2009, and the Employee Notice Clause requirements prescribed by E.O. 13496 (29 CFR Part 471, Appendix A to Subpart A). **Cobb and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Cobb and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

8.2 Supplier Code of Conduct. Seller represents and warrants that it has read and that it will comply with the principles, expectations and requirements stated in the Cobb Supplier Code of Conduct found at http://www.cobb-vantress.com/docs/default-source/default-document-library/Cobb_SupplierCodeOfConduct-2pg_Final.pdf?sfvrsn=0. In addition, neither Seller nor any of its affiliates in the course of providing Goods and/or Services to Cobb under any Order shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action, (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full-time or contract), (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment, or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed

a bribe or unlawful. Cobb shall have the right to request and audit all relevant records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Cobb retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Order, if Seller does not comply with the Cobb Supplier Code of Conduct, the additional requirements of this Section 8, or with laws applicable to Seller's business operations.

9. FORCE MAJEURE

Neither party shall be liable to the other for its failure to comply with the terms of an Order if such failure shall have been caused by any unforeseeable incident beyond the control of the non-performing party, including but not limited to fire, labor dispute, strike, war, insurrection, governmental restriction, or act of God, provided that it shall be the responsibility of each party to take all reasonable measures to eliminate such cause and recommence performance as quickly as possible; and further provided, it shall be the obligation of the party claiming a force majeure event for excuse of non-performance to notify the other party in writing as soon as practicable. In the event Seller claims inability to perform due to an act of force majeure, Cobb shall have the right to secure an alternate source of supply and Seller shall reimburse Cobb for any additional reasonable expense incurred by Cobb. Notwithstanding the foregoing, if the inability of Seller to perform continues for a period greater than thirty (30) days from written notice to Cobb, Cobb shall have the option of terminating the Order immediately without any liability for Goods not yet shipped or Services not yet performed. Whenever Seller has knowledge of any occurrence (or potential occurrence) which may delay, stop or in any way disrupt production or shipment of the Goods and/or Services under an Order, Seller shall promptly notify Cobb of said occurrence or potential occurrence.

10. CONFIDENTIALITY

Subject to the terms of any confidentiality agreement with Cobb, Seller shall consider the information related to any Order and all information furnished by Cobb, including but not limited to any drawings, specifications, and/or other documentation prepared by Seller for Cobb in connection with any Order, to be confidential (collectively the "Confidential Information") and shall not disclose any such Confidential Information to any other person or entity, or use such Confidential Information itself for any purpose other than performing the applicable Order unless Seller obtains written permission from Cobb to do so. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Cobb shall be deemed secret or confidential. Seller's confidentiality obligations pursuant to this Section 10, as applicable will survive (i) perpetually for trade secrets and personally identifiable information and (ii) for a period of five (5) years from the date of Cobb's disclosure for all other Confidential Information. Seller will return or destroy any Confidential Information promptly upon Cobb's request. If Cobb so requests, Seller will provide a certificate, signed by an authorized representative, certifying that all confidential information has been returned or destroyed.

11. RECORDS AND INSPECTION RIGHTS

At all times Seller shall maintain accurate books and records containing information regarding the raw materials, production, storage, sale, shipment, pricing of and payment of any Goods and/or Services purchased under an Order. These books and records shall be kept in accordance with all legal requirements, industry practice and generally accepted accounting principles, as applicable, and preserved for not less than three (3) years after creation. Cobb and its agents and representatives have the right, but not the obligation, to examine the books and records of Seller for the purpose of verifying Seller's compliance with its obligations under these Purchase Terms and any Order. Any such examination shall be during business hours in Seller's principal offices, the facility where the Goods and/or Services were produced, or such other location or method as Cobb may reasonably request. Seller shall cooperate with Cobb's examination,

which cooperation shall include making Seller's officers available for discussion of Seller's books, records and compliance with these Purchase Terms and any Order. The examination shall be at Cobb's expense, provided that, in the event Seller has failed to perform its obligations under these Purchase Terms, any applicable Order, or laws, the expense of examination plus other damages incurred by Cobb shall be paid by Seller. Cobb also has the right, but not the obligation, to inspect any facility where the subject Goods are produced or stored or Services rendered for the purpose of verifying compliance of such facilities with applicable law, compliance with these Purchase Terms and any Order, and compliance with Cobb's food safety, quality and other manufacturing and storage standards, practices and procedures. Seller will provide copies of such books and records as Cobb may reasonably request, provided that Cobb agrees to maintain any information contained in such books and records which is confidential and proprietary information of Seller in the same manner that Cobb maintains its own confidential and proprietary information. Cobb will not use any such confidential and proprietary information of Seller except as contemplated by these Purchase Terms.

12. APPLICABLE LAW - JURISDICTION

12.1 Applicable Law. These Purchase Terms and every Order will be governed by and construed in accordance with the applicable laws of Arkansas, without giving effect to the principles of Arkansas relating to conflicts of laws. Cobb and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods shall be specifically excluded from application to any Order.

12.2 Jurisdiction/Venue. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Purchase Terms or any Order must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state courts of Benton County or Washington County, Arkansas or the Federal courts located in the Western District of Arkansas, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the state and Federal courts located in Arkansas, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

13. LIMITATION ON COBB'S LIABILITY – STATUTE OF LIMITATIONS

In no event shall Cobb be liable to Seller for any indirect, incidental, consequential, punitive, special, or exemplary damages or penalties of any description, regardless of the form of the action or the theory of recovery, even if Cobb has been advised of the possibility of those damages. Cobb's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the Goods and/or Services which gives rise to the claim. Any action resulting from any breach on the part of Cobb as to the Goods and/or Services purchased under any Order must be commenced within one (1) year after the cause of action has accrued. This Section 13 is not intended to limit or exclude Cobb's liability for any matter for which liability cannot be limited or excluded by law.

14. WAIVER OF JURY TRIAL

SELLER AND COBB IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO ANY ORDER OR ANY PORTION OF ANY AGREEMENT WHICH IS RELATED TO ANY ORDER,

WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

15. GENERAL

15.1 Assignment. Seller may not assign any rights or delegate any obligations under these Purchase Terms or any Order without the prior written consent of Cobb.

15.2 Subcontractors. Seller will not subcontract any of its obligations without obtaining Cobb's prior written approval. Notwithstanding any approval by Cobb, Seller will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Purchase Terms or any Order.

15.3 No Liens. Seller shall promptly discharge any mechanic's or materialman's liens, retention rights, security rights or any security interests arising in connection with any Order at Seller's sole cost and expense.

15.4 Independent Contractors. The parties will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party.

15.5 Rights and Remedies Cumulative. All rights and remedies reserved by Cobb in these Purchase Terms will be cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity or otherwise. Any rights of Cobb not expressly granted herein are reserved by Cobb.

15.6 Attorneys' Fees and Costs. In the event of any adversarial proceeding(s) between the parties arising out of any Order, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all reasonable expenses the prevailing party incurs in such proceeding(s), including reasonable attorneys' fees and expenses and court costs. For purposes of this section, "prevailing party" means: (a) in the case of the party initiating the enforcement of its rights or remedies, that such party recovered substantially all of its claims, and (b) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims brought against such party. If no party is a "prevailing party" within the meaning of this section, then no party will be entitled to recover its costs and expenses from any other party.

15.7 Severability. If any provision of these Purchase Terms conflicts with the law under which these Purchase Terms are to be construed or is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

15.8 Publicity. Seller will not, without Cobb's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Cobb in any sales, marketing or publicity activities or materials, and/or (ii) issue any public statement regarding its relationship with Cobb.

15.9 Waivers. The failure of Cobb to enforce strict performance by Seller of any provision of these Purchase Terms or to exercise any right under these Purchase Terms will not be construed as a waiver to any extent of Cobb's right to assert or rely upon any provision of these Purchase Terms. A delay or omission by Cobb to exercise any right or power under these Purchase Terms will not be construed to be a waiver of that right or power. Cobb's waiver of one breach will not be construed to waive any succeeding breach. All waivers must be in writing and manually signed by Cobb.

15.10 Survival. The provisions of these Purchase Terms and any Order that expressly or by their nature contemplate performance or observance after the Order terminates or expires will survive and continue in full force and effect. Without excluding any other provisions of these Purchase Terms and any Order, the terms of Sections 6, 7, and 10 shall survive the termination or expiration of any Order.

15.11 Notices. All notices must be in writing and will be deemed given only when (i) hand delivered, (ii) one business day following the day sent by documented overnight delivery service to the party whom the notice is directed at its address indicated in the applicable Order or otherwise provided in writing, or (iii) sent by electronic mail to the party whom notice is directed at the electronic mail address specified in the applicable Order or otherwise provided in writing, provided, that if notice is provided to Cobb under subsection (iii) herein, written confirmation of such notice shall also be provided to Cobb as described in subsection (i) or (ii).

15.12 Entire Agreement. These Purchase Terms and the applicable Order collectively constitute the entire agreement of the parties. Notwithstanding the foregoing, in the event Cobb and Seller have an existing written agreement signed by an authorized signatory of Cobb and Seller encompassing the Goods and/or Services purchased in the Order, these Purchase Terms shall remain in full force and effect to the extent they do not conflict with the terms of such written agreement.