

Linearizer Technology, INC.

Linearizer Technology Inc. Linear Photonics, L.L.C.
General Terms and Conditions of Purchase

1. Acceptance of Purchase Order. Agreement by Seller to furnish the materials or services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute acceptance by Seller of this Purchase Order subject to these terms and conditions. If this Purchase Order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments, or other documents, constitute the entire agreement between the parties with respect to the subject matter of this Purchase Order and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. Shipping Instructions

- (a) Seller shall be responsible for ensuring the proper packaging of materials hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this Purchase Order.
- (b) Seller shall at all times comply with Buyer's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. Seller shall submit all required shipping papers to Buyer before final payment. For material purchased F.O.B. origin, the Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance the Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.
- (c) Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

3. Delivery: Notice of Delay

- (a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

4. Termination for Convenience

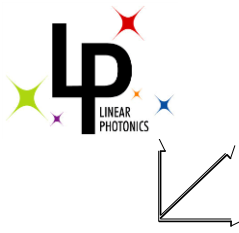
- (a) Buyer may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order.
- (b) In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated, and allowable costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon written notice of termination to Seller.
- (c) Seller's obligations, including, but not limited to, obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this Purchase Order, shall survive such termination.

5. Termination for Default

- (a) Buyer may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for failure to make progress so as to endanger performance of this Purchase Order, or failure to provide adequate assurance of future performance. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order.
- (b) In the event of Seller's default hereunder, the Buyer may exercise any or all rights accruing to it, both at law, including, without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.
- (c) Seller's obligations, including, but not limited to, obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this Purchase Order, shall survive such termination.

6. Force Majeure.

Except for defaults of Seller's subcontractors at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed, or adversely affected by causes of the type described above ("Force Majeure"), then the party whose performance is so affected shall notify the other party's authorized representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.



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7. Disputes

(a) Any controversy or claim that may arise out of or in connection with this Purchase Order that after good faith negotiations cannot be resolved to both Parties' mutual satisfaction may be resolved by submitting the claim to a court of competent jurisdiction.

(b) Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the laws of the State of New Jersey.

8. Remedies.

Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

9. Taxes.

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable United States law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this Purchase Order such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

10. Invoices and Payment.

Unless otherwise authorized by Buyer, Seller shall issue a separate original invoice for each delivery that shall include Buyer's Purchase Order number and line item number. Seller shall forward its invoice to the address specified elsewhere in this Purchase Order. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due Seller.

11. Proprietary Rights

(a) Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software, and other items supplied to Buyer by Seller shall be disclosed to Buyer on a nonproprietary basis and may be used and/or disclosed by Buyer without restriction, unless (i) otherwise required by the U.S. Government Regulations referred to below, or (ii) the Buyer has executed a separate agreement restricting the use and disclosure of such information, data, software, and the like.

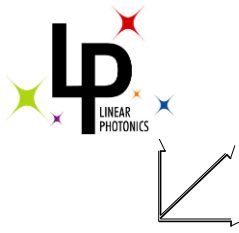
(b) Unless otherwise expressly agreed in writing to the contrary and subject to Section 11(d) below, all specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer, shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.

(c) Unless otherwise expressly agreed in writing to the contrary and subject to Section 11(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in writing to the contrary and subject to Section 11(d) below, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire."

(d) Applicable Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 11 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the parties.

12. Buyer's Property

(a) All drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for by Buyer shall be and remain the property of Buyer, and Buyer shall have the right to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.



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- (b) All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- (c) Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.
- (d) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear.

13. Release of Information.

Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Linear Photonics, L.L.C. name (or the name of any division, affiliate, or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content, or for products or service endorsement without prior written approval of Buyer.

14. Warranty

- (a) Seller warrants the materials delivered pursuant to this Purchase Order shall be new, free from defects in workmanship, materials, and design, and to be in accordance with all the requirements of this Purchase Order. Seller further warrants that the performance of work and services pursuant to the requirements of this Purchase Order shall conform to high professional standards. These warranties shall survive final acceptance and payment.
- (b) This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher tier subcontractors, prime contractors, and the ultimate user under relevant prime contract(s).
- (c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including repair, replacement, or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective services at no cost or reimbursement of the amounts paid for such services.

15. Counterfeit Parts.

If suspect/counterfeit parts are furnished under this Purchase Order and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts. At Buyer's request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may perform further investigation. Seller agrees that any government or quasi-government directive, such as a GIDEP alert or a directive from The Aerospace Corporation, indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller's parts contain counterfeit parts.

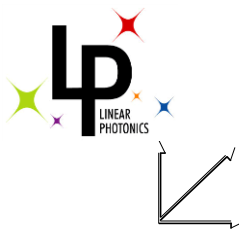
16. Inspection

- (a) All material and workmanship shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during, and after performance and delivery. The Buyer may require Seller to repair, replace, or reimburse the purchase price of rejected material or Buyer may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense.
- (b) If inspection and test are made on the premises of Seller or Seller's lower tier subcontractors, Seller shall furnish, without additional charge, all reasonable facilities, information, and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to and not in lieu of the provisions of Section 16(a) above.
- (c) Buyer's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this Purchase Order.

17. Infringement.

Seller warrants that all work, materials, services, equipment, parts, and other items provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and save Buyer and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller hereby agrees to defend, at Seller's expense, if requested to do so by Buyer. Seller may replace or modify infringing items with comparable goods acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement. Seller's obligations under this Purchase Order including those contained in Section 14 and in this Section 17 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit, or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

18. Changes



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(a) Buyer shall have the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Section 18(a) must be asserted in writing within 20 days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller from proceeding with this Purchase Order as changed pending resolution of the claim.

(b) Information, advice, approvals, or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing and signed by Buyer and which states it constitutes an amendment or change to this Purchase Order.

19. Assignments

(a) Seller may not assign any rights or delegate any of its obligations due or to become due under this Purchase Order without the prior written consent of Buyer. Any purported assignment or delegation by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries and/or affiliates pursuant to this Purchase Order or any other contractual agreement between Buyer and Seller or their respective subsidiaries and/or affiliates.

(b) Seller shall promptly notify the Buyer in writing in advance of any organizational changes planned by Seller, including name or ownership changes, mergers, or acquisitions.

20. Defense Priorities and Allocations System (DPAS). (Applicable only if DPAS DO or DX rating is set forth elsewhere within this Purchase Order.)

(a) Sellers receiving DPAS-rated Purchase Orders shall give the rated Purchase Orders priority over other orders as needed to meet delivery requirements (15 CFR 700.14). A priority rating consists of the appropriate DO or DX rating symbol and a program identification symbol (e.g., DO-A7). All DO rated Purchase Orders have equal priority with each other and take precedence over unrated orders. All DX rated Purchase Orders have equal priority with each other, unless accompanying instructions otherwise provide (a rarity), and take precedence over DO rated and unrated orders.

(b) A rated Purchase Order shall be accepted by Seller unless rejected for the reasons provided for mandatory rejection in 15 CFR 700.13(b) or for optional rejection in 15 CFR 700.13(c). Seller must accept or reject a rated Purchase Order in writing within 15 working days after receipt of a DO rated Purchase Order and within 10 working days after receipt of a DX rated Purchase Order. The supplier must give sanctioned reasons in writing for the rejection (15 CFR 700.13).

(c) Sellers receiving rated Purchase Orders shall extend priority ratings to subcontractors or vendors when acquiring items to fill the rated Purchase Orders (optional under \$50,000, provided that delivery can be obtained in a timely fashion without the use of the priority rating) (15 CFR 700.15).

(d) Under the Defense Production Act, any willful violation of the Act, the DPAS, or any official action taken by the Department of Commerce under the DPAS, is a crime punishable by a maximum fine of \$10,000, one year in prison, or both (15 CFR 700.70 and 15 CFR 700.74).

21. Compliance with Law

(a) Seller warrants that the materials to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used, and rendered in compliance with all relevant federal, state, and local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the production of the articles and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

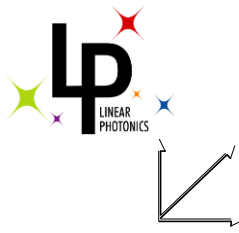
(b) Seller warrants that all equipment and materials delivered under this Purchase Order are in conformance with the latest OSHA requirements.

(c) The Seller warrants that, in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations. Seller further agrees to save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this Purchase Order.

(d) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

22. Responsibility and Insurance.

Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall also maintain and cause its subcontractors to maintain such General Liability,



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Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Purchase Order or, if none are specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes. Seller shall provide Buyer with certificates evidencing required insurance upon Buyer's request.

23. Indemnity Against Claims

(a) Seller shall keep its work and all items supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

(b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees, and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs, expenses, and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods, services, or other items supplied by Seller pursuant to this Purchase Order except to the extent that such injury, death, loss, or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses, and liability) by the employees of Seller or any of its subcontractors.

24. Citizenship or Authorized Foreign National Requirement.

(Clause may be invoked in writing by Buyer (i) at any time within performance of this Purchase Order, and (ii) without adjustment of any terms and conditions of this Purchase Order.)

Persons assigned under this Purchase Order to work on the property of the Buyer or its customer shall have original documents sufficient to establish identity and citizenship or authorized immigration status, and shall present them upon initially reporting to work and when requested thereafter. For those individuals who are not U.S. citizens, one of the following must be provided: (1) Resident Alien Card (INS Form I-551) with photograph; (2) Temporary Resident Card (INS Form I-688); (3) Employment Authorization Card (INS Form I-688-A); (4) Unexpired Foreign Passport with either (a) an unexpired stamp reading "Processed for I-661, Temporary Evidence of Lawful Admission for permanent residence. Valid until (with date inserted). Employment authorized" or (b) an attached Form I-94, bearing the same name as the passport, which contains a current employment authorization stamp, so long as the proposed employment does not conflict with any restrictions/limitations on the I-94; (5) Employment Authorization Document (INS Form I-688-B); or (6) Employment Authorization Document (INS Form I-766).

25. Survivability. Seller's obligations, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, and Export/Import Controls provisions of this Purchase Order, shall survive termination, expiration, or completion of this Purchase Order.

26. International Transactions

(a) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.

(b) Seller agrees that the Buyer, its subsidiaries, affiliates, or its designees may exclusively use the value of this Purchase Order to satisfy any international offset obligations with Seller's country, subject to the offset qualifying laws, rules, and regulations of that country.

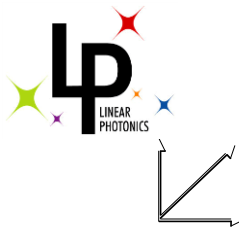
27. Export/Import Controls

(a) If Seller is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

(b) Seller shall control the disclosure of and access to technical data, information, and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including, but not limited to, the ITAR. Seller agrees that no technical data, information, or other items provided by the Buyer in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including, without limitation, a foreign subsidiary of Seller, without the express written authorization of the Buyer and the Seller's obtaining of the appropriate export license, technical assistance agreement, or other requisite documentation for ITAR-controlled technical data or items. It shall be the sole responsibility of Seller to determine whether the information provided by Buyer is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.

(c) Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked.

(d) Should Seller's products or services originate from a foreign location, those products may also be subject to the export control laws and regulations of the country in which the articles or services originate. Seller agrees to abide by all applicable export control laws



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and regulations of that originating country. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller. Buyer shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

28. Order of Precedence

(a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall, subject to Section 11(d) above, be resolved by the following descending order of preference: 1. Order-specific provisions which are typed or handwritten on this Purchase Order as additions to the pre-printed terms; 2. Documents incorporated by reference on the face page(s) of this Purchase Order; 3. These General Purchase Order Provisions and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference. Buyer's specifications shall prevail over those of the United States Government, and both the foregoing shall prevail over specifications of Seller.

(b) In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

29. Severability.

If any provision of this Purchase Order or application thereof is found invalid, illegal, or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable, and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.