

**MICHIGAN MILK PRODUCERS ASSOCIATION  
MIDDLEBURY CHEESE COMPANY, LLC  
TERMS AND CONDITIONS OF PURCHASE**

*Seller acknowledges that it has read and agrees to be bound by these Terms and Conditions of Purchase.*

**1. Applicability.**

- a. These terms and conditions of purchase are incorporated in and a part of this contract and each purchase order, release, and other document, whether written or electronic relating to the products or services to be provided by Seller to Michigan Milk Producers Association or Middlebury Cheese Company, LLC, as specified on the applicable purchase order or service order ("**Buyer**"). In case of noncompliance with or rejection of any term or condition, Seller is obligated to notify Buyer in writing with specific reference to the applicable term or condition.
- b. This purchase order constitutes an offer by Buyer to purchase the goods ("**Goods**") and/or services ("**Services**") specified on the face of Buyer's purchase order from the party to whom the purchase order is addressed ("**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order and any other documents incorporated herein by reference only, the "**Order**").
- c. The Order constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Order. Any proposal for additional or different terms or any attempt to vary any of the terms of this order is hereby objected to, however such proposal shall not operate as a rejection of the Order but shall be deemed a proposal for material alteration, and this Order shall be deemed accepted without the additional or different terms.
- d. These Terms also apply to any repaired or replacement Goods provided by Seller.

**2. Acceptance.** This Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept the Order in writing or provide written notice that it has commenced performance within 10 days of Seller's receipt of the Order, this Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller.

**3. Pricing.**

- a. The price of the Goods and Services is the price stated in the Order (the "**Price**"). No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
- b. Unless otherwise specified in the Order, the Price includes all taxes, costs, packaging, shipping, insurance, duties, and fees. With respect to imported product, Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on purchased product. Seller shall accurately indicate the Country of Origin of the product or products sold hereunder on the Customs/Commercial invoice and other applicable documentation. Seller warrants that all sales hereunder are made in circumstances that will not give rise to the imposition of anti-dumping duties, countervailing duties, or similar levies under United States law or the law of any other country to which the product or service may be exported.
- c. If costs are permitted to be charged to Buyer pursuant to the Order, Seller will separately state all such costs on the invoice without mark-up and after any discount or rebate, and will provide copies of original receipts to Buyer upon request.
- d. Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability.

**4. Payment Terms.**

- a. Seller shall issue an invoice to Buyer on or any time after the completion of delivery of Goods or completion of Services, and only in accordance with the Terms. Unless otherwise specified on the Order, Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All

payments hereunder must be in US dollars and made by Seller in U.S. Dollars. Buyer will accept payment by check or, upon Seller's request, by electronic funds transfer.

- b. Buyer may withhold payment to the extent product does not conform to the Order, including without limitation failure to conform to applicable laws or regulations, is denied entry to the U.S. for any reason, fails to conform in any way to the warranty or specifications or descriptions, or is not free of any liens, encumbrances and claims (including claims for tariffs owed or owing or anti-dumping and/or countervailing duties owed or owing). Buyer may withhold payment for any Goods until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such Goods. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
- c. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than the date payment is due on the disputed invoice listing the disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

## 5. Quantity.

- a. The quantity and quality of the Goods or Services delivered by Seller shall not differ from those specified in the Order nor shall any other modifications to this Order be effective unless the change or modification is authorized in writing by Buyer.
- b. If Seller delivers more than the quantity of Goods ordered, Buyer may reject all Goods or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- c. Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward-looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts.

## 6. Delivery and Shipping Terms.

- a. Delivery will be made in the quantities, on the dates, and at the times specified by Buyer in the Order or any subsequent releases or instructions Buyer issues under the Order. All Goods shall be delivered to the address specified in the Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer. Time is of the essence with respect to all delivery schedules Buyer establishes.
- b. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the Order. Seller will (i) properly and lawfully pack, mark, and ship product as instructed by Buyer or any carriers in accordance with all applicable laws and regulations, (ii) route shipments as Buyer instructs, (iii) not charge for costs relating to handling, packaging, storage or transportation unless otherwise expressly stated in the Order, (iv) provide packing slips with each shipment that identify Buyer's contract and release number and the date of the shipment, and (v) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs.
- c. Any transportation costs included in the Price will not exceed actual transportation costs paid by Seller. If the Order calls for payment of any transportation costs by Buyer or if a freight charge is included in the price of the goods, Buyer shall in no event be liable or accountable for any amount in excess of Seller's actual costs of transportation. Seller shall be accountable for and pay any excess transportation costs arising from Seller's failure to make timely delivery or delivery to the correct delivery point or to follow shipping instructions furnished by Buyer. Seller will include on bills of lading or other shipping receipts the correct classification identification of the product shipped as Buyer or the carrier requires. The marks on each package and identification of the product on packing slips, bills of lading and invoices must enable Buyer to easily identify the product.
- d. Buyer will not be required to pay for any Goods that exceed the quantities specified in Buyer's delivery schedules or to accept Goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all Goods or Services delivered in advance of the delivery date specified in Buyer's delivery schedules.

- e. Seller hereby assumes all risk of loss or damage to the Goods from any cause whatsoever until Buyer takes delivery of the Goods, inspects and accepts the same at the point of ultimate destination. If the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.
  - f. If Seller fails to have product ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the product using a premium (more expeditious) method of transportation, Seller will ship the product at Seller's cost as expeditiously as possible.
7. **Quality and Inspection.** Seller shall be responsible for quality of the Goods and liable to and indemnify Buyer and its customers for failure to meet quality or quantity specifications, delays in shipment or failure to ship, and any product recalls. Seller will permit Buyer and its representatives and consultants to enter Seller's facilities at reasonable times to inspect such facilities and any product, inventories, machinery, equipment, supplies, suppliers, additives and other items and processes related to Seller's performance of its obligations under the Order. No such inspection by Buyer will constitute acceptance by Buyer of any product. Seller agrees to settle any defect, dispute or deficiency as to quality, grade, size, condition, quantity, purity or timing with Buyer's customer promptly and with notice to Buyer on terms that will not harm Buyer's relationship with customers.
8. **Inspection and Rejection of Nonconforming Goods.** Buyer has the right to inspect the Goods on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. However, Buyer is not required to perform incoming inspections of any Goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the Goods covered by the Order unless Buyer consents in writing. If Buyer or its customer rejects any Goods as non-conforming or defective, Buyer may, at its option (i) rescind the Order in its entirety; (ii) reduce the quantities of Goods ordered under this Order by the quantity of non-conforming Goods, (iii) accept the Goods at a reasonably reduced price, (iv) reject the Goods and require replacement of the rejected Goods require Seller to replace the non-conforming Goods, or (v) exercise any other applicable rights or remedies. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming Goods without liability to Buyer, provided, however, that in any event Buyer may elect to arrange for the shipment of any non-conforming Goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming Goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose of any non-conforming Goods. Buyer's payment for any non-conforming Goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming Goods.
9. **Force Majeure.** If Seller is unable to produce, sell or deliver any Goods or perform any Services covered by this Order, or Buyer is unable to accept delivery, buy or use any Goods or Services covered by this Order, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under the Order that results from such event or occurrence will be excused for only so long as such event or occurrence continues, provided, however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures. During any delay or failure to perform by Seller, Buyer may at its option (i) purchase substitute Goods from other available sources, in which case the quantities under the Order will be reduced by the quantities of such substitute product and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute Goods compared to the prices set forth in the Order and/or (ii) have Seller provide substitute Goods from other available sources in quantities and at times Buyer requests and at the prices set forth in the Order. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate the Order without any liability to Seller or any obligation to purchase raw or processed Goods. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage, government embargo or other disruption at Seller's facilities that might affect the delivery of product to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) an inventory of Goods in quantities sufficient to ensure the supply of product to Buyer for at least thirty (30) days after such disruption commences.
10. **Warranties.** Seller expressly warrants to Buyer that: (a) the Goods (including Goods sold to Buyer but manufactured by others) and all material, packaging and work covered by the Order shall: (i) unless otherwise agreed by the parties in a duly executed

Agreement, conform in all respects to the description in this Order, including, without limitation, Buyer's then current Specifications, (ii) conform to all representations of and specifications provided by Seller, (iii) meet or exceed the quality standards furnished or adopted by Buyer, and (iv) be new, merchantable, of good material and workmanship and fit and sufficient for the purposes intended; (b) the Goods, and Buyer's intended use thereof for their ordinary and intended purpose, will not infringe or violate any domestic or foreign patent, any right in or to any unpatented idea, or any trademark, copyright or other intellectual property rights; (c) Seller is conveying good title to the Goods, free and clear of any liens or encumbrances; and (d) the Goods and their production, storage, pricing, delivery and sale hereunder are in compliance with foreign, U.S., state and local laws, orders, regulations and rules applicable thereto, including, but not limited to, all food manufacturing, packaging, and labeling laws. Without limiting the foregoing, Seller expressly warrants that no Goods: (i) when shipped or delivered by Seller to or on the order of Buyer will be adulterated or misbranded within the meaning of U.S. Food, Drug & Cosmetic Act, as amended ("**FDCA**"), the Fair Packaging and Labeling Act, as amended ("**FPLA**"), and any state or municipal food, drug, cosmetic, agriculture, or similar law (the "**Pure Food Laws**"); (ii) will be an article which may not be introduced into interstate commerce under the Pure Food Laws, or otherwise; and (iii) that are for consumption in the United States, are manufactured, processed, packaged or held for consumption in a facility that is not, if required under applicable law, registered in accordance with section 415 of the FDCA. This warranty is in addition to, and not in lieu of, any other warranties or guarantees made by Seller or created or implied as a matter of law. All warranties, as well as all other warranties contained herein, shall collectively be defined as "**Warranties**."

11. **Remedies and Damages.** If any product is reasonably determined (including by use of statistical analysis or other sampling methodology) to fail to conform to the warranties set forth in the Order, Seller shall reimburse Buyer for all reasonable losses, costs and damages caused by such non-conforming product. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from (i) inspection, storage, disposal or replacement of any non-conforming product, (ii) cost to scrap other products incorporating the nonconforming product, (iii) loss of or damage to goodwill and reputation, and (iv) amounts paid to distributors and/or dealers (including reasonable markup to recover administrative costs or other capital expenses).
12. **Recalls.** Buyer shall have the sole right, in its discretion, to initiate and direct the content and scope of a recall, market withdrawal, stock recovery, product correction, or advisory safety communication (any one or more referred to as a "**Recall Action**") regarding the Goods and any product incorporating the Goods. At Buyer's option, Buyer may direct Seller to, and upon such direction Seller shall, conduct such Recall Action. Buyer shall determine, in its discretion, the manner, text, and timing of any publicity to be given such matters. In the event a Recall Action is initiated or directed by Buyer, Seller agrees to fully cooperate and take all such steps as are reasonably requested to implement the Recall Action in a timely and complete manner. Any and all action taken in connection with a Recall Action shall be in accordance with FDA policies and other laws. In addition to any other remedies provided under law or provided in this Order: (a) Seller further agrees to bear the costs associated with: (i) any Recall Action which results from the Goods, or Seller's actions or inactions; or (ii) Goods that do not comply with the Warranties or this Order; and (b) Buyer may suspend any Order immediately on written notice to Seller if Buyer reasonably believes that the Goods or Seller's action or omission causes a health, security, or safety concern, or results (or will likely result) in a recall or market withdrawal of products produced by Buyer or Buyer's direct or indirect customers. Any written notice of suspension will include a reasonable description of the factual basis upon which Buyer has determined to suspend the Order. After notifying Seller of the suspension of the Order, Buyer will promptly provide Seller all information that Seller reasonably requests to investigate, respond to, and remedy (as applicable) the matters providing the basis for suspension. Seller may suspend such Order until such time as Seller is satisfied that the action, omission, or breach has been adequately remedied.
13. **Seller's Obligations Regarding Services.** Seller shall: (a) before the date on which the Services are to start, obtain, and at all times during the term of the Order, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Services under the Order, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of the Order and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services; (d) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Order, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of the Order as if they were Seller's own employees. Nothing contained in the Order shall create any contractual relationship between Buyer and any Seller subcontractor or supplier; (e) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (f) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards

and standards specified by the Buyer; and (g) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

14. **Insolvency of Seller.** In any of the following or any similar events Buyer may immediately terminate the Order without any liability to Seller or obligation to purchase product: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by the Order, that is necessary for Seller to meet its obligations under the Order. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not the Order is terminated, including, but not limited to, all attorney or other professional fees.
15. **Termination for Breach.** Buyer may terminate all or any part of the Order without any liability to Seller or obligation to purchase products if Seller (a) repudiates, breaches, or threatens to breach any of the terms of the Order, including but not limited to warranties, (b) fails to perform or threatens not to perform delivery of the products in accordance with the Order, or (c) fails to assure timely and proper delivery of products. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.
16. **Indemnification.** Seller will defend, hold harmless and indemnify Buyer and Buyer's affiliates, successors or assigns and their respective members, directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with: (a) the Goods or Services purchased from Seller, (b) Seller's negligence or willful misconduct, (c) Seller's default or breach of the Order or the Terms, or (d) any alleged violations of law pertaining to the Goods or Services or Seller's performance. Seller shall not enter into any settlement without Buyer's prior written consent. In addition, Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.
17. **Compliance with Laws.** Seller, and any Goods supplied and Services rendered by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin, export, re-export and destination or that relate to the products, their importation, exportation, licensing, approval, and/or certification. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this provision. Buyer may terminate the Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.
18. **Insurance.** Upon Buyer's request, during the term of the Order, Seller shall at its own expense maintain and carry insurance in full force and effect on terms and with such coverages and insurers as Buyer requires of its contractors and suppliers generally. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurers evidencing the insurance coverage required by Buyer pursuant to this Section. The certificate of insurance shall name Buyer as an additional insured, and shall contain and endorsement requiring 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance coverage. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.
19. **Remedies and Injunctive Relief.** The rights and remedies reserved to Buyer in the Order are cumulative with, and in addition to, all other or further remedies provided in law or equity.
20. **Buyer's Recovery Right.** With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, including, without limitation, direct and indirect losses, costs and damages resulting from Seller's failure to timely deliver products, the failure of any products to conform to applicable warranties, and laws/regulations, defects in product, or other breach by Seller of the Order, Buyer may at any time, as applicable, recover, recoup or set off such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Seller or Seller's affiliates by Buyer or Buyer's affiliates.
21. **No Advertising/Customer Information.** Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the products covered by the Order or use any trademarks or trade names of Buyer in Seller's product, advertising or promotional materials unless Buyer consents in writing. All information regarding Buyer's customers, including their identity, is proprietary to Buyer and shall not be used by Seller other than as described in the Order and for the benefit of Buyer.

22. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with the Order is confidential, solely for the purpose of performing the Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall survive termination of the Order or any resulting agreement without limitation.
23. **No Implied Waiver.** No failure or delay in exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller’s obligations under the Order.
24. **Assignment and Change in Control.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under the Order without Seller’s prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer’s assets.
25. **Relationship of Parties.** Seller and Buyer are independent contracting parties. Nothing in the Order makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.
26. **Governing Law.** All matters arising out of or relating to the Order is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.
27. **Venue.** Any legal suit, action or proceeding arising out of or relating to the Order shall be brought in the state courts in Oakland County, Michigan, or in the federal courts in the Eastern District of Michigan, Southern Division, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
28. **Entire Agreement.** This Order and these Terms, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Order or these Terms (such as Buyer’s specifications), constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Order and supersedes all prior oral or written representations and agreements. This Order may only be modified by a written contract amendment executed by all parties hereto. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Order will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar product or subject matter as the Order). All payments by Buyer to Seller under this Order are without prejudice to Buyer’s claims, rights, or remedies.
29. **Severability.** If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Payment Terms, Warranties, Remedies, Recalls, Indemnification, Remedies and Injunctive Relief, Confidential Information, Compliance with Laws, Governing Law, Venue, and Survival.