

PPC FLEX, LLC TERMS AND CONDITIONS OF PURCHASE

1. Applicability.

(a) These PPC Flex, LLC Terms and Conditions of Purchase (these “**Terms and Conditions**”), together with (i) any additional terms or conditions set forth in the purchase order issued by Buyer to Seller (as those terms are defined below) (the “**Purchase Order**”), (ii) any written supply or master agreement entered into by Buyer and Seller relating to the Goods (as defined below) (the “**Supply Agreement**”); (iii) any other document in which these Terms and Conditions are attached or are incorporated in by reference, and (iv) any attachments, instructions or requirements furnished to Seller by Buyer (collectively, this “**Contract**”) apply to the purchase by PPC Flex, LLC or one of its affiliates or subsidiaries that is party to the Contract (each, as applicable, the “**Buyer**”) of the goods and related services described in this Contract (the “**Goods**”) from the seller party to whom the Purchase Order is addressed or who is otherwise a party to a Supply Agreement with Buyer for the Goods (“**Seller**”).

(b) Unless otherwise agreed in writing with Buyer, Seller’s acceptance is expressly limited to the terms of this Contract. Any additional or different terms proposed by Seller (whether in Seller’s quotation, proposal, acknowledgement, invoice or otherwise and whether or not delivered prior to or after entry into this Contract) are expressly rejected by Buyer, are not part of this Contract, and are not binding on Buyer without the express prior written acceptance of such terms by Buyer’s authorized representative. The parties have agreed and it is their intent that the “battle of the forms” described in Section 2-207 of the Uniform Commercial Code will not apply to this Contract or to any invoice or acceptance form of Seller relating to this Contract. If there is a conflict in any of the documents making up this Contract, the documents will prevail over each other in the following order of precedence: (i) any document specifically agreed to in writing and signed by the parties (including the Supply Agreement); (ii) the terms of any Purchase Order (excluding these Terms and Conditions); (iii) these Terms and Conditions; and (iv) any other requirements or documents that make up this Contract.

2. **Quantity; Delivery; Transfer of Title.** Unless the Purchase Order, the Supply Agreement, or a separate written agreement executed by Buyer’s authorized representative requires Seller to manufacture, ship, and/or provide all or a percentage of Buyer’s requirements for the Goods, this Contract is not a requirements contract and Seller will provide Buyer the quantity of Goods set forth in the Purchase Order or Supply Agreement, as applicable. Buyer may provide Seller with estimates, forecasts, or projection of its anticipated future needs for the Goods (“**Forecasts**”). The parties agree that all Forecasts, whether delivered prior to or during the Term, are for informational purposes only, are based on information provided to Buyer by Buyer’s customers, do not express an intent by Buyer to purchase any minimum quantity or volume of Goods, are not a commitment by Buyer to purchase any particular quantity of Goods, and are not binding on either Buyer or Seller. Time of delivery, quantity, and quality are of the essence. Deliveries must be made in the quantities and at the times specified in this Contract or otherwise in accordance with Buyer’s written directions delivered by Buyer to Seller from time to time. Seller agrees to accept each Purchase Order or other written direction issued by Buyer that is consistent with the terms of this Contract. Unless otherwise specified on a Purchase Order, the Supply Agreement, or otherwise agreed to in writing by the parties, Seller must deliver the Goods FOB Buyer’s dock (Incoterms 2020). Title and risk of loss to the Goods passes to Buyer upon Buyer’s or its customer’s receipt of the Goods. If requested by Buyer, Seller will fully cooperate with and coordinate with Buyer’s customers regarding the shipment and delivery of the Goods.

3. **Packing; Marking; Shipping.** Seller must (a) properly mark, pack, and ship all Goods in accordance with the requirements of Buyer, Buyer’s customers, the involved carriers, and any applicable Law (as defined below); and (b) label and/or tag each package according to Buyer instructions or, if no instructions are provided, in accordance with the prevailing standards of the industry. Seller will also (i) promptly fulfill and respond to information requests regarding verification of country of origin for each shipment of Goods (including supplier declarations and certificates of origin); (ii) issue invoices that meet the requirements of the origin and destination countries; and (iii) promptly notify Buyer of any errors or omissions in sub clauses (i) and (ii). Unless otherwise agreed in writing by Buyer or set forth in a Purchase Order, Seller shall bear all costs and expenses of marking, packing, and shipping the Goods.

4. **Quality; Nonconforming Goods.** Seller must meet or exceed all quality requirements of Buyer (including without limitation the ISO 9000 series of standards), including, without limitation, those set forth in any specifications, drawings or designs provided by Buyer. If a quality standard is not provided in this Contract or otherwise provided to Seller, Seller must manufacture the Goods in accordance with prevailing industry standards for products that are substantially similar to the Goods. All Goods are subject to Buyer’s inspection and approval at the destination; provided, however, Seller agrees that Buyer may not perform inspections of incoming Goods and waives any right to require Buyer to conduct such inspections. Buyer’s inspection, testing or failure to inspect or test the Goods does not constitute acceptance of the Goods, affect any right of Buyer, or relieve Seller of any of its responsibilities for testing, inspection, and quality control. Buyer may, at its option, reject any Goods that fail to conform strictly to the requirements of this Contract. If Buyer rejects any Goods, Buyer may elect to, without any liability to Seller, and at Seller’s cost and expense (a) require Seller to promptly remediate or replace the Goods; (b) require Seller to refund the price of the non-conforming Goods in full and/or (c) exercise any other right(s) provided to Buyer in this Contract or available at Law. Buyer’s rights and remedies to reject non-conforming Goods shall, without limiting such right, extend to Goods returned by Buyer’s customers. Without limiting the foregoing, Seller shall maintain a traceability program for components and material incorporated into all Goods, for both serialized and non-serialized materials and components. Seller shall ensure that all Goods are identified by a lot number, country of origin, and, if serialized, by a serial number. Seller shall provide traceability records, including written certification of the country of origin of all Goods (including any raw materials

and components incorporated into the Goods), within two days of Buyer's request. Lot information must be traceable to the individual Good, including the manufacturing location, country of origin, manufacturing line number, specific production shift, and day the Goods were manufactured.

5. **Price and Payment.**

(a) **Price and Invoices.** Unless otherwise provided in this Contract or agreed to in writing by Buyer, the prices for the Goods as set forth in this Contract (i) are fixed, (ii) constitute the total amount payable to Seller for performance of all of Seller's obligations in connection with the Goods, (iii) are not subject to increase for any reason, and (iv) include, and Seller is solely responsible for, all other costs and expenses relating to manufacture, supply, packaging, and shipment of the Goods (including any taxes, duties, tariffs, and insurance). All invoices must be sent to the address or electronic mail address provided by Buyer in order to be processed for payment. The currency in the invoice must be in U.S. dollars.

(b) **Payment.** Unless otherwise agreed by Buyer in writing or set forth elsewhere in this Contract, Buyer will pay to Seller the undisputed portion of each conforming invoice within sixty (60) days following the later of: (i) Buyer's receipt of a complete and verifiable invoice or (ii) Buyer's receipt of the Goods; provided, however, that Seller acknowledges and agrees that Buyer is entitled to a two percent (2%) discount if payment is made within ten (10) days of the later of such dates. Seller agrees to accept payment by check or other cash equivalent including electronic funds transfer. Payment of an invoice shall not constitute acceptance of Goods or otherwise be deemed a waiver of any breach of this Contract by Seller (including a breach of any warranty) or any amount otherwise due to Buyer and does not limit or impair Buyer's right to assert any legal or equitable remedy. Regardless of the items listed on Seller's invoice, Buyer will only be obligated to pay for the Goods and in the quantity ordered by Buyer. Buyer may, at Buyer's sole discretion, accept overages or shortages to the quantity ordered, and be obligated to pay or deduct for such accepted variances to the quantity. In addition to any right of setoff, deduction or recoupment provided or allowed by Law, Buyer may, without notice to Seller, set off against, and deduct and/or recoup from any amounts due or to become due from Buyer or its affiliates to Seller or its affiliates or any amounts due or to become due from Seller or its affiliates to Buyer or its affiliates.

(c) **Tax Credits.** To the extent the Goods qualify for any tax credits or incentives under applicable Law (as defined below), the Parties agree that (i) Buyer retains the exclusive right to claim such tax credits and incentives resulting from the production and sale of the Goods, and (ii) Seller will retain all documentation required to substantiate eligibility for any tax credits or incentives under applicable Law and, upon request, will promptly provide Buyer with such documentation and any other documentation required to claim any tax credits or incentives under applicable Law.

6. **Audit.** Upon reasonable request by Buyer, Seller will provide Buyer or its authorized representatives copies of all of Seller's books, records and accounts, in any way related to (a) Seller's performance under this Contract (including Seller's processes and procedures), (b) the Goods, or (c) any payment or other transaction occurring in connection with this Contract, in each case, for the purpose of auditing Seller's compliance with the terms of this Contract, including Seller's charges for the Goods.

7. **Subcontracting.** Seller will not subcontract any of its obligations under this Contract without the prior written consent of Buyer. Any such consent of Buyer will not release Seller from, or limit any of, Seller's obligations, responsibilities, or warranties under this Contract. Notwithstanding Buyer's approval of a subcontractor, Seller is solely responsible and liable for a subcontractor's compliance or non-compliance with the terms of this Contract and for all payments due to that subcontractor. The direction and supervision of Seller's and any permitted subcontractor employees rest exclusively with Seller or such subcontractor.

8. **Changes.** To the extent applicable, Buyer may at any time in writing, make changes in or addition to any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packaging; (c) time and place of delivery; or (d) quantity of the Goods. Seller will promptly make any such changes. If any such change affects the cost or time of performance, Seller must provide Buyer with a written notice of a claim for adjustment, along with all sufficient information and documentation in such form and detail as Buyer may direct, regarding the effect on Seller's costs or time of performance resulting from such change within five (5) business days after Buyer's notice to Seller of such change. To the extent necessary under the circumstances, the parties will agree on an equitable adjustment (up or down) to the price or delivery terms of this Contract.

9. **Proprietary Rights.**

(a) **Ownership of Work Goods; Assignment and Transfer.** Unless otherwise agreed in a signed writing by Buyer, all concepts, documents, reports, ideas, designs, drafts, models, patterns, packaging, samples and any other results produced in connection with Seller's performance of this Contract ("***Work Goods***") are solely owned by Buyer. Seller agrees that all copyrightable materials of the Work Goods will be deemed a "work made for hire" for the purposes of Title 17 of the United States Code, Section 101 et seq. In the event that (i) any of the Work Goods may not be considered "work made for hire," or (ii) ownership of all right, title and interest to the legal rights in and to the Work Goods, does not vest automatically and exclusively in Buyer, then, without further consideration, Seller agrees to, and hereby does, irrevocably, assign, convey, and otherwise transfer to Buyer all such right, title and interest, in and to all Work Goods and any derivative works thereof.

(b) **License.** To the extent the Goods incorporate any copyrights, industrial design rights, trademarks, trade secrets, patents or other intellectual property rights (collectively, “**Intellectual Property**”) that is owned, invented, authored, licensed to, or developed by Seller and necessary for Buyer to sell the Goods to its customers, Seller hereby grants Buyer and its customers a nonexclusive, royalty-free, irrevocable, worldwide right and license to use such Intellectual Property, and to sell, offer for sale, repair, export out of the United States, or import into the United States the Goods, for the sole purpose of fulfilling Buyer’s requirements to its customers. The foregoing license does not permit Buyer to use Seller’s Intellectual Property on a stand-alone basis and does not grant Buyer the right to separately exploit Seller’s Intellectual Property.

10. **Confidentiality.** If a confidentiality agreement or non-disclosure agreement (the “**NDA**”) exists between Buyer and Seller, the term of such NDA shall be and is hereby extended to be co-terminus with this Contract, and such NDA is incorporated herein by reference and shall govern the use and disclosure of any confidential or proprietary information exchanged between Buyer and Seller. If there is no NDA between Buyer and Seller covering this Contract, the following terms apply: all Intellectual Property and all other confidential and proprietary information provided by Buyer to Seller under this Contract including, without limitation, any technical, business, or financial information, whether provided orally, in writing, by demonstration, or otherwise (collectively, “**Confidential Information**”): (a) is owned by Buyer; (b) must be kept confidential by Seller and may not be disclosed by Seller to third parties without the express prior written consent of Buyer; *provided, however*, Seller may disclose Buyer’s Confidential Information to Seller’s employees, attorneys, agents, and subcontractors who have a “need to know” the Confidential Information for purposes of carrying out Seller’s obligations under this Contract as long as such individuals and entities are bound by confidentiality terms no less restrictive than those contained in this Contract; and (c) may not be used by Seller other than as required for Seller to perform its obligations under this Contract. The confidentiality restrictions in this Section do not apply to information which is (i) already known by Seller prior to the date of this Contract and without breach of the confidentiality restriction that Seller was subject to; (ii) acquired by Seller from a third party which was not, to the knowledge of Seller, under an obligation to Buyer not to disclose such information; (iii) which is or becomes publicly available through no breach by Seller of confidentiality restrictions to which Seller is or was subject; or (iv) independently developed by Seller without the use of Buyer’s Confidential Information. Notwithstanding the above, Seller may disclose Buyer’s Confidential Information if required by a judicial or government request, requirement, or order as long as (x) to the extent not prohibited by law, Seller gives Buyer written notice prior to such disclosure and (y) Seller only discloses that portion of Confidential Information required to comply with such requirement, request, or order. Upon the termination or expiration of this Contract, Seller agrees to return, or destroy (to the extent feasible), Buyer’s Confidential Information in Seller’s possession.

11. **Warranty.** In addition to any warranties implied by law, Seller warrants that all Goods will: (a) conform, in all respects, to the specifications and quality requirements provided by Buyer for the Goods or otherwise agreed to between Buyer and Seller; (b) be useable and merchantable; (c) be of good quality and workmanship; (d) be free from defects in design (unless Buyer provided the entire design), materials and workmanship; (e) comply with all applicable Laws and industry standards; (f) be new and conveyed by Seller to Buyer with good title, free and clear of all liens, claims, and encumbrances; and (g) not infringe upon, violate or misappropriate any intellectual property right of any third party. The warranties extend to the future performance of the Goods. The warranty period is the longer of (i) the warranty period provided by law and (ii) the warranty period provided by Buyer to its customers for the Goods or the products that incorporate the Goods. Any applicable statute of limitations on Buyer’s claims for breach of warranty will commence no earlier than the date Buyer or its customer discovers the breach of the applicable warranty.

12. **Compliance with Laws.** Seller will perform all of its obligations under this Contract in accordance with, and ensure the Goods and any related packaging conform fully to, any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (collectively, “**Laws**”). Seller further represents and warrants that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of the Goods under this Contract. To the extent applicable, Seller agrees to comply with all applicable U.S. export control Laws including, but not limited to, the requirements of the International Emergency Economic Powers Act, 50 U.S.C. 1701 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable (collectively, “**Export Controls**”). Without in any way limiting the foregoing, Seller agrees that it will not transfer any Export Controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller’s lower-tier suppliers, without authority of an export license, agreement or applicable exemption or exception.

13. **Insurance.** Seller shall, at its own expense, maintain and carry in full force and effect commercial general liability insurance (including product liability) in a sum no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, all-risk property insurance covering all Goods for the full replacement value, and an excess/umbrella insurance policy in the amount of \$5,000,000, including full products and completed operations coverage, with financially sound and reputable insurers. Seller shall also maintain workers’ compensation coverage in the amounts mandated by Law. Upon Buyer’s request, Seller shall provide Buyer with a certificate of insurance evidencing the insurance coverage specified in this Section. The certificate of insurance shall name Buyer as an additional insured and loss payee. Seller shall provide Buyer with thirty (30) days’ advance written notice in the event of a cancellation or material

change in such insurance policy. Seller waives and Seller shall cause its insurers to waive, any right of subrogation or other recovery against Buyer, its affiliates, and their insurers.

14. **Event of Default.** The following occurrences shall constitute events of default by Seller (each, an “***Event of Default***”): (a) Seller repudiates, breaches, or threatens to repudiate or breach any of the terms of this Contract or any of its obligations hereunder including, without limitation, Seller’s warranties; (b) Seller becomes insolvent or there is filing of a voluntary or involuntary petition in bankruptcy by or against Seller, or there is an appointment of a receiver or trustee for Seller, or there is an execution of an assignment for the benefit of Seller’s creditors, provided that such petition, appointment or assignment is not vacated or nullified within thirty (30) days of such event; or (c) Seller sells all or substantially all of its assets to, or fifty percent (50%) or more of its voting shares are sold (whether directly or indirectly) to, an entity that is a competitor of Buyer. Upon the occurrence of an Event of Default under subsections (a)-(c) of this Section, such occurrence shall not be deemed an Event of Default if Seller corrects such failure or cures such breach (to the extent correctable or curable) within a commercially reasonable time period (but in no case exceeding five (5) days). All Events of Default will be deemed to occur on the date the specific event occurs and any written notice from Buyer describing an Event of Default is only provided to Seller as a courtesy and will not be deemed to start any cure period unless expressly set forth in the written notice from Buyer.

15. **Buyer’s Property.** The right, title and interest to all supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, specifications, spare parts, trial parts, ancillary products and other items owned by Buyer and other items furnished or paid in full by Buyer to Seller for use in its performance of this Contract, or for which Seller is reimbursed by Buyer or its customers (“***Buyer’s Property***”), shall be owned by Buyer. Seller shall not purchase on the account of or charge Buyer for any Buyer’s Property except as authorized by Buyer in a signed writing. Title to Buyer’s Property that is not already owned by Buyer shall transfer to Buyer upon Buyer’s payment in full for such property. All replacement parts, additions, improvements, and accessories to Buyer’s Property shall become part of Buyer’s Property. Seller shall: (a) properly maintain, at its expense, in good condition and repair, normal wear and tear excepted, the Buyer’s Property; (b) not use the Buyer’s Property for any purpose other than for performance under this Contract; (c) affix asset identification tags to the Buyer’s Property identifying it as the Buyer’s Property and displaying the asset identification information provided by the Buyer with respect to such asset; (d) permit Buyer to affix or remove any identification tags to and from the Buyer’s Property at any time at Buyer’s expense; (e) refrain from commingling the Buyer’s Property with the property of Seller or with that of a third party; (f) adequately insure the Buyer’s Property against loss or damage, including maintaining full fire and extended coverage insurance for re-placement value and naming Buyer’s Property as an additional insured; and (g) not move the Buyer’s Property to any other location whether owned by Seller or a third party, without the prior written consent of Buyer. Buyer has the right to the sole, unencumbered, unqualified, and absolute possession of Buyer’s Property at any time as elected by Buyer and Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of Buyer’s Property at any time with or without cause and without payment of any kind. Upon conclusion of this Contract, Buyer’s Property shall be promptly returned to Buyer, at Buyer’s expense, in as good condition as when received, ordinary wear and tear excepted.

16. **Termination Rights.**

(a) **Termination.** In addition to any other rights or remedies of Buyer under this Contract or applicable Law, Buyer may terminate this Contract, in whole or in part (i) upon an Event of Default (subject to the provisions of Section 14) (a “***Termination for Cause***”), or (ii) at any time for any reason upon at-least fifteen (15) days prior written notice to Seller (a “***Termination for Convenience***”). The effective date of any termination will be on the date of Buyer’s written notice of termination or such later date as set forth in the notice. In the event Buyer did not have a right to a Termination for Cause, Seller agrees any termination notice by Buyer to Seller will be deemed a Termination for Convenience. Buyer shall have no obligation to Seller, Seller’s subcontractors, Seller’s suppliers, or any other entity of any kind upon a Termination for Cause other than as set forth in Section 16(b). Notwithstanding anything contained herein, and in recognition that Buyer’s commitments to its customers are made in reliance on Seller’s commitments under this Contract, Seller has no right to terminate all or any part of this Contract. Notwithstanding the foregoing, Buyer may cancel any portion of this Contract or any services hereunder if Buyer finds it impractical to accept such goods or services due to causes beyond its control, including without being limited to fires, floods, labor troubles, strikes, shortages of materials or labor breakdowns, acts of God, or acts of any state, local, or federal governmental or regulatory entity.

(b) **Obligations on Termination.** Upon any expiration or termination of the Agreement, (i) Seller will immediately return and deliver to Buyer (1) all Buyer’s Property; (2) any or all drawings, designs and all other documents provided by Buyer, and (3) any other property of Buyer or Buyer’s customer including, without limitation, all raw materials, packaging, and dunnage, (ii) Buyer shall have the right to inspect Seller’s premises to confirm that Seller has returned all such materials to Buyer, and (iii) subject to these Terms and Conditions, Buyer will pay Seller any undisputed amounts for conforming Goods that have been delivered to Buyer as of the date of termination. Upon termination or expiration of this Contract, each and every section or provision that by its terms should survive and remain valid in this Contract (including the Terms and Conditions) shall survive and remain valid after the expiration or termination of this Contract.

17. **Indemnification.** In addition to any other indemnification set forth in this Contract or available under applicable Law, Seller will indemnify, defend, reimburse, and hold harmless Buyer, its current and former directors, officers, shareholders, members, employees, attorneys, agents, representatives, parents, affiliates, subsidiaries, customers, and their users (each an

“**Indemnified Party**”) from and against any and all claims, costs, demands, losses, damages, liabilities, judgments, fines, penalties, assessments, and expenses (including reasonable attorneys’ fees) incurred by the Indemnified Parties or brought by any third party against an Indemnified Party arising out of, incidental to, or resulting from Seller’s performance of this Contract including, without limitation (a) any negligent or willful act or omission of Seller or its respective subcontractors, agents, employees or other representatives; (b) Seller’s, its subcontractors’, agents’, employees’ or representatives’ commission of any Event of Default or other breach of any provision of this Contract (including, without limitation, Seller’s warranties); or (c) Seller’s, its subcontractors’, agents’, employees’ or representatives’ violation of any Law.

18. **Remedies.** The rights and remedies reserved to Buyer in this Contract shall be cumulative, and in addition to all other or further remedies provided at Law. Without limiting any rights or remedies of Buyer under this Contract or at Law, in the event that Seller fails or refuses to deliver Goods, or otherwise repudiates or threatens to repudiate any provision of this Contract, Seller agrees that Buyer may seek specific performance of Seller’s obligations under this Contract (including permanent or temporary injunctive relief) without the need to post a bond or any other type of security. In the event this Contract is issued or renewed after Seller becomes a debtor in bankruptcy, Buyer shall be entitled to all of its attorney’s or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

19. **General Terms.**

(a) **Assignment.** Seller may not assign this Contract (by operation of law or otherwise), whether whole or in part, or assign or delegate its rights or obligations under this Contract (by operation of law or otherwise), whether whole or in part, in each case, without Buyer’s prior written consent, which may be withheld in Buyer’s sole discretion. Any purported assignment in violation of this Section will be null and void and of no force or effect.

(b) **Governing Law; Venue.** This Contract, and all related documents and matters arising out of or relating to this Contract, are governed by, and will be construed in accordance with, the Laws of the State of Delaware, without regard to any conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. Buyer and Seller each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with this Contract will lie in the United States District Court with jurisdiction in New Castle County, Delaware, the courts in the State of Delaware sitting in New Castle County, and any appellate court with jurisdiction over such courts.

(c) **Waiver; Severability.** Except as otherwise provided in this Contract, the failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. If any clause in this Contract is determined by a court of competent jurisdiction to be invalid, the invalidity of such clause shall not affect the validity of the remainder of this Contract.

(d) **Relationship of Parties; No Third Party Beneficiary.** Seller and Buyer are independent contracting parties and nothing in this Contract will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Except as otherwise provided in this Contract, the parties acknowledge and agree that the rights and interests of the parties under this Contract are intended to solely benefit Buyer and Seller.

(e) **LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY OTHER THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT THIS CONTRACT OR OTHERWISE RELATING TO THE GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGES, ATTORNEY’S FEES OR ANY OTHER RELATED COSTS OR EXPENSES, ANY DIRECT OR INDIRECT LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, DOWNTIME, DELAY DAMAGES OR ANY OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY BUYER OR BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

(f) **Entire Agreement.** This Contract, including any attachments, exhibits or supplements attached hereto or incorporated herein by specific reference, constitutes the entire agreement between Seller and Buyer with respect to the subject matter of this Contract and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements. This Contract is being entered into among competent persons who are experienced in business. Therefore, no provision in this Contract may be construed against any party as the drafter. This Contract may only be modified in writing signed by Buyer’s authorized representative.

***End of PPC Flex, LLC Terms and Conditions of Purchase ***