

MERCER MASS TIMBER PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions are agreed to by the parties for the purchase of goods, machines, equipment, materials, or supplies ("Products") or services ("Services") described on purchase orders ("Purchase Order(s)" and "PO(s)") issued by the Mercer entity set forth on the PO (the "Purchaser") to the company identified as the seller on the PO (the "Vendor"). Together with the Purchase Order, these terms and conditions shall constitute the entire agreement between the parties as it relates to the matters contained herein (the "Agreement") and supersedes and replaces all prior negotiations, agreements, and understandings between the parties whether oral or in writing, concerning the subject matter hereof.

1. **Contract Administration:** Each party agrees to act based on mutual trust, good faith, and fair dealing related to this Agreement. The parties shall endeavor to promote harmony and cooperation and perform in an economical and timely manner. The Vendor agrees to sell to Purchaser and Purchaser agrees to purchase under the terms of this Agreement, the Products or Services specified on the Purchase Order. Vendor agrees and warrants it shall provide copies of applicable portions of this Agreement to any subcontractors or Vendors as necessary. If Purchaser does not receive Vendor's written objection to these terms and conditions within ten (10) days after Vendor receives the applicable PO from Purchaser, or if Vendor delivers the Products or performs the Services required by this Agreement, these terms and conditions will be irrevocably accepted by Vendor.
2. **Safety:** Services performed at Purchaser's facilities shall be performed in compliance with Purchaser's site-specific safety policies and procedures, any requirements of Purchaser's insurer(s), and all applicable laws and regulations.
3. **Guarantee of Delivery:** If Vendor fails to deliver Product or Service within the delivery time as set forth on the Purchase Order ("Delivery Date"), Purchaser may, without liability, cancel the PO placed with Vendor for a full refund. If a Purchaser Freight Program fails to deliver Products on the Delivery Date because Vendor has failed to provide timely delivery of Products to the Purchaser Freight Program manager, Purchaser may cancel its PO to Vendor for a full refund.
4. **Performance:** Time is of the essence with respect to Vendor's delivery of the Product and performance under this Agreement. Vendor shall deliver the Product specified on the delivery date and to the address specified in the Purchase Order. Title and risk of loss for the Product shall transfer to the Purchaser upon Purchaser's final receipt and acceptance of the Product at the address specified in the PO. If Purchaser is purchasing on behalf of its customer, Purchaser shall have the right to sell and transfer the Products to its customer. Upon receipt of final payment for Services rendered by Vendor under this Agreement, Vendor shall convey to Purchaser good and marketable title to the technical notes and tangible and intangible deliverables (including intellectual property) required to be delivered under the PO and all rights therein ("Deliverables"). Vendor shall also provide reasonable assistance to perfect Purchaser's rights and title to such Deliverables, at Purchaser's request. The lead time for Products will not be longer than (a) the lead time stated on the PO; or, if none stated, (b) the Product industry standard lead time from the date the PO is issued.
5. **Notification:** Vendor shall immediately notify Purchaser if it is unable to deliver Product on the Delivery Date and propose a new Delivery Date. Purchaser may either (a) accept the new Delivery Date and reschedule the Purchase Order; (b) require Vendor, at Vendor's expense, to expedite the delivery of the Product; or (c) cancel the PO for a full refund and without Purchaser incurring any liability.
6. **Acceptance of Agreement:** Acceptance of the Purchase Order shall be limited to the terms and conditions stated herein, and Purchaser objects to any different or additional terms in Vendor's acceptance of any PO and such terms shall be deemed rejected unless expressly approved by Purchaser in writing. No online or electronic terms or conditions will be binding upon the Purchaser even though such terms were "accepted" in order to access or use a system, including but not limited to, an order entry system. **IN NO EVENT WILL PURCHASER BE DEEMED TO HAVE WAIVED ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE) UNLESS SUCH WAIVER IS EXPRESSLY SET FORTH IN A WRITTEN INSTRUMENT HAND-SIGNED BY PURCHASER.**
7. **Identification and Packaging:** Vendor shall bar-code, label, mark, package, and provide tracking specifications according to Purchaser's reasonable requirements. Vendor will suitably package Product in containers to protect against damage or deterioration during shipment and storage, and packaging shall be consistent with the nature of the Product and hazards of transportation. No additional charges shall be made to Purchaser for such packaging unless otherwise stated on the Purchase Order. Vendor shall mark each shipment, packing slip, bill of lading, invoice, and any and all related documents with handling and loading instructions, shipping information, shipment date, Purchaser Purchase Order number, and package numbers. Itemized packing slips, required export documentation, and commercial invoice must accompany each shipment of Products.
8. **Inspection:** All Products furnished shall be subject to inspection. Purchaser may notify Vendor if it intends to inspect Products, at its source, prior to shipment. Vendor will provide advance written notice of the date the Products will be ready for inspection and will make such shipment reasonably available for inspection. Purchaser's Failure to inspect Products shall not be deemed to waive any rights, warranty, or otherwise, Purchaser may have related to Products. In the event of non-conforming Products, Purchaser may, in Purchaser's sole discretion, in addition to any other remedies it may have in law or under this Agreement, reject delivery of any non-conforming Products and, at Purchaser's direction and Vendor's expense (including full transportation costs), (a) return such non-conforming Product for full refund to Vendor; (b) require Vendor to remove such Product or direct their correction in place; (c) require Vendor to replace the non-conforming Product; or (d) require Vendor to provide onsite support to correct the non-conforming Product. If Vendor fails to promptly remove or correct items, as directed by Purchaser, Purchaser may replace or correct such Product at Vendor's expense, including any reasonable and necessary excess cost. Payment for any Products shall not constitute acceptance by Purchaser.
9. **Acceptance:** All Products are subject to acceptance by Purchaser at Purchaser's facility. Purchaser's receipt and acceptance shall occur on the later of (a) the Product passing any identified acceptance tests to Purchaser's sole satisfaction, (b) successful installation of the Product, (c) Purchaser's written notice of acceptance, following delivery to the Delivery Location and inspection, or (d) the passing of thirty (30) days after Product arrives at Purchaser's facility; unless written notice of rejection is provided before such times stated herein. If Purchaser rejects a unit, Purchaser may, at Purchaser's sole discretion either (a) return such rejected Products for full refund of any payments made; or (b) have Products repaired or replaced and delivered by Vendor within fifteen (15) days of the date of such rejection. Vendor shall be responsible for transportation and insurance costs (both ways) for Products returned to Vendor. Any Products repaired or replaced shall also be subject to all the provisions of this Section (Acceptance) to the same extent as the Products initially furnished. Failure by Purchaser to accept or reject Products, Services, and/or Deliverables shall not relieve Vendor from its warranty responsibility.
10. **Duty: If Purchaser will act as importer of record,** Vendor shall (a) identify for Purchaser all Products that qualify for preferential duty treatment under any applicable treaty or trade agreement; and (b) provide Purchaser, prior to the initial shipment, with valid certificates for such Products. Vendor agrees to cooperate fully with Purchaser in connection with any customs inquiries. **If Vendor will act as the importer of record,** Vendor shall have full responsibility for customs clearance and payment of duties and other importation or exportation fees. Vendor further agrees to cooperate fully with Purchaser in connection with any customs inquiries.
11. **Pricing, Taxes, and Fees:** The ("Price(s)") for Products and ("Fees") for Services will be as specified on the Purchase Order and constitute Vendor's complete compensation and may not be modified except as provided herein. Purchaser shall not be responsible for any other fee or expense, including but not limited to additional fees or costs associated with any change in law or tariff enacted after an order is placed, unless specifically authorized by Purchaser in writing. Unless provided otherwise, the Prices include all shipping and delivery costs with Vendor responsible for all other costs prior to completed delivery with all additional transportation and related insurance charges prepaid by Vendor and billed to Purchaser at cost. Vendor shall obtain and pay for all necessary goods, labor, licenses, permits, authorizations, materials, and supplies necessary to perform under this Agreement, unless otherwise agreed to by Purchaser in writing. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance by Purchaser. Unless otherwise agreed in writing, each party shall be responsible for its respective taxes as required under law, including but not limited to, all sales, use, revenue, gross receipts, income, excise, value added, or other National, Federal, State, Provincial, Local, or Foreign taxes. Purchaser will pay as a separate item the gross amount of any such appropriately identified taxes. Vendor will provide Purchaser with requested documents required for Purchaser to satisfy its reporting or withholding tax obligations. Invoices for transportation and related insurance charges must be accompanied by a bill of lading or copy of the original freight bill.
12. **Payment:** Full payment is due within thirty (30) days, of the later of Purchaser's receipt of Vendor's invoice or the Delivery Date, and not in advance of the date of shipment or acceptance of the Products, Services, or Deliverables, whichever is later. If Purchaser disputes the delivery of any items on an invoice, Vendor will provide proof of delivery and payment of such invoice will not be due until the delivery dispute has been resolved.
13. **Governance:** To the extent permitted by law, this Agreement shall be construed in accordance with, and Disputes shall be governed by, the laws of the State of Washington without regard to its conflicts of law provisions, and the parties irrevocably waive all rights to trial by jury for any such litigation between them. The United Nations Convention on the International Sale of Products will not apply. Venue and jurisdiction for any disputes arising under this Agreement shall be in the Federal and State courts of Washington, United States. The prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees and court costs, from the other party. The Parties shall continue their respective performances under the Agreement in a timely manner during any dispute, mitigation, or resolution procedure.
14. **Compliance:** Vendor shall comply with all applicable laws, rules, and regulations, including, without limitation, those that apply to making, packaging, storing, exporting, importing, shipping, and selling the Product, and any construction related, or other governmental laws, rules, or regulations related to design and installation to the extent those services are a part of the Agreement. Vendor shall be responsible for obtaining all licenses, permits, and approvals which are necessary or advisable for the manufacture, sale, use, or resale of the Product and performance of its duties under this Agreement. Vendor shall comply with Purchaser's Code of Conduct; which Vendor acknowledges it has received and read.
15. **Indemnification:** To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless Purchaser, its affiliates, parents, subsidiaries, agents, directors, employees, representatives, and assigns ("Indemnitees") from and against any and all loss, claims, expenses (including reasonable attorneys' fees and expenses), damages, settlements, or other liabilities resulting from or arising out of any actual, alleged, or threatened third-party claim (a "Claim") relating to (a) injury, death, or loss or damage to personal property caused by the failure of the Product or any component part of the Product and/or the failure of the Product to conform to the specifications; (b) injury, death, or loss or damage to personal property caused by the Vendor's or its employees', agents', and/or permitted subcontractors' failure to manufacture the Product in accordance with the specifications; or (c) any negligent or reckless act or omission, or any willful misconduct or wrongdoing by Vendor, its employees, agents, subcontractors, installers, and/or delivery agents, subject only to the following limitation: Vendor's duty to indemnify and defend shall not apply to liability for damages caused by or resulting from the sole negligence of indemnitees, their agents, or employees.
16. **Intellectual Property Indemnification:** To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold Purchaser, its affiliates, parents, subsidiaries, agents, directors, employees, representatives, and assigns harmless from and against any claim, suit, or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such claim, suit, or proceeding is based upon a claim that the manufacture or sale of any component part or any documents related to that of the Product or the Product itself, or performing the Services constitutes an infringement, violation, or misappropriation of any intellectual property right of a third-party (an "IP Claim"). If, in any suit, any part thereof is held to infringe any intellectual property right of a third-party and Purchaser shall be restricted from using the Product due to the same or if, in light of any charge or claim, Vendor or Purchaser deems it advisable to do so, Vendor shall immediately, at Vendor's expense, (a) procure for Purchaser the right to use the Product or parts thereof free of any liability for infringement; and (b) replace or modify the Product or parts thereof with replacements or modifications which meet all of the original requirements and Specifications relating to the Product or any part thereof, and which are acceptable to Purchaser so that the Product becomes non-infringing; or, if (a) and (b) are not commercially feasible in Vendor's and Purchaser's reasonable judgment, then (c) take back the Product (or any part Purchaser may no longer be able to use because of such IP Claim, and at

Purchaser's sole discretion) and refund to Purchaser all applicable amounts paid by Purchaser for such Product.

17. **Procedure:** Purchaser shall (a) promptly notify Vendor in writing of such Claim or IP Claim; (b) give sole control of the defense and settlement of the Claim or IP Claim to Vendor, provided any settlement of the Claim or IP Claim must be approved in writing by Purchaser; and (c) cooperate and, at Vendor's request and expense, assist in such defense. Vendor specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any State, provided such waiver shall be expressly limited to Vendor's indemnity obligations herein. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third-party under worker's compensation acts, disability benefits acts, or other employee benefits acts. Vendor's indemnification obligations shall extend to Claims and IP Claims occurring after this Agreement is terminated as well as while it is in force.
18. **Confidential Information:** Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, trade secrets, or data, written, oral, or otherwise (all hereinafter designated "**Confidential Information**") furnished to Vendor pursuant to this Agreement or in contemplation hereof shall remain Purchaser's property. All copies of such Confidential Information in written, graphic, or other tangible form shall be immediately returned to Purchaser without cost upon request or upon completion of the goods/services supplied hereunder. The Confidential Information shall be kept confidential by Vendor, shall be used only in the filling of Purchaser's order(s) or in performing under this Agreement, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Purchaser and Vendor in writing. No information furnished by Vendor to Purchaser shall be considered by Vendor to be confidential or proprietary unless specifically agreed to in writing by Purchaser. Further, Vendor shall not release to third-parties any advertising, photographs, or other like information concerning the existence of this contract or the goods or services provided hereunder without Purchaser's written consent.
19. **Limitation of Liability:** Except for breaches of obligations of confidentiality and obligations of indemnification, Purchaser shall not be liable, under any circumstances, for any special, indirect, incidental, punitive, exemplary, or consequential loss or damage arising under this Agreement including, without limitation, loss of profits, even if it has notice those kinds of damages may occur. Purchaser's entire liability for breach under this Agreement shall not exceed an amount equal to the total amount paid by Purchaser to Vendor hereunder during the twelve (12) month period preceding the event giving rise to the claim.
20. **Insurance:** Vendor will maintain the following insurance: (i) commercial general liability ("CGL") not less than \$1M ("M"=million [000,000]) per occurrence, \$2M products and completed operations, \$2M general aggregate, and \$1M personal and advertising injury (occurrence only policy); (ii) umbrella excess liability not less than \$2M; (iii) commercial auto liability combined single limit, not less than \$1M for "ANY Auto" or "Non-owned & Hired Autos"; (iv) worker's compensation and employer's liability ("WC") not less than \$1M each accident/employee/disease; (v) professional liability / errors and omissions ("PL/E&O") for Vendor's obligations not less than \$1M (if Services has any design or other professional services); (vi) pollution liability for not less than \$1M (if Services has work with hazardous materials or pollutants); and (vii) transit or cargo ("Cargo") insurance on a replacement cost basis (until Products title and risk of loss transfers to Purchaser at the designated delivery location). The above must: (a) except for WC, PL/E&O, and Cargo, name Purchaser and its parents, subsidiaries, affiliates, and assigns and their officers, directors and employees ("**Insured Parties**") as additional insureds on a primary and non-contributory basis; (b) contain a waiver of subrogation in favor of Insured Parties; and (d) Purchaser will receive at least thirty (30) days' prior written notice of any cancellation or alteration. Failure by Purchaser to receive or request such certificates of insurance will not represent a waiver of the requirements set forth in this Section.
21. **Representations and Warranties:** Vendor represents and warrants to Purchaser that the Services furnished will be performed by qualified persons that have the knowledge, training, skills, experience, qualifications, and resources necessary to perform the Services in a diligent and professional manner consistent with industry standards. Vendor represents and warrants the Product will (a) be new and unused (not refurbished or reconditioned) and not of such age or so deteriorated as to impair its usefulness or safety; (b) comply with all applicable regulatory and statutory requirements and all applicable specifications; (c) perform according to the functions described in the specifications; (d) be free from defects in materials, workmanship, and design; (e) conform to warranties arising from course of performance, course of dealing, or usage of trade and be suitable for its intended use; and (f) be manufactured in accordance with Vendor's Quality Standards and Corporate Social Responsibility policy. Product warranty periods will commence on the successful use and operation of the Product. Product warranty periods will continue for the longer of: (a) twenty-four (24) months from the applicable commencement date, (b) thirty (30) months from the date of shipment, (c) the Vendor's published express warranty period, or (d) the minimum duration required by law. All Services under any purchase documents will be warranted for the longer of (a) a period of twenty-four (24) months following the satisfactory completion of the applicable Services or (b) the minimum duration required by law. Vendor represents and warrants to Purchaser that Vendor has all rights for (a) execution and delivery of this Agreement; (b) performance of obligations under this Agreement, including the right to manufacture and export the Product; and (c) delivery of Product free and clear of any and all agreements, pledges, encumbrances, and rights and other interests of any party, including claims related to intellectual property right infringements. Vendor represents and warrants that (a) the Product was not purchased, either directly or indirectly, or manufactured with inputs or materials originating in any restricted countries; (b) neither Vendor, nor its owners, nor any party providing anything to Vendor for provision to Purchaser are identified on any list of restricted parties maintained by the United States government, the European Commission, or any other applicable governmental entity; (c) the Product, and its manufacture, sale, use, or resale, does not violate any patent, copyright, trade secret, or other intellectual property or other right of any other party; and (d) Vendor has no other agreements or understandings that interfere with obligations under this Agreement. If any Product is or becomes subject to a government or manufacturer's recall, Purchaser will be entitled to recover from Vendor all costs and expenses, including installation and repair labor costs, incurred by Purchaser in connection with replacing the recalled Product from its inventories and completed projects.
22. **Termination:** Purchaser may terminate this Agreement effective immediately and without liability by written notice to the other if any one of the following events occur: (a) Vendor files a voluntary petition in bankruptcy or is adjudged insolvent or bankrupt; (b) a court assumes jurisdiction over the assets of the Vendor under a federal reorganization act; or (c) the other becomes insolvent or suspends business or makes an assignment for the benefit of creditors. Purchaser may at any time, with seven (7) calendar days' written notice to Vendor, terminate this Agreement or any part thereof for the convenience of the Purchaser. In the event of termination, and subject to the other provisions of this Agreement, Vendor shall comply with Purchaser's reasonable directions to fulfill any outstanding orders, immediately cease work on any equipment then in process, and take all reasonable steps to terminate subcontracts or material orders then in effect. Upon termination of this Agreement, Vendor shall promptly return, destroy, or transfer any Confidential Information or other property in its possession as directed by Purchaser. The provisions of this Agreement relating to Product rejection and other remedies, Product returns, compliance with laws, representations and warranties, indemnification, confidentiality, survival, governing law and disputes, and all other provisions and attachments hereto, that reasonably may be interpreted as surviving termination, will survive the termination of this Agreement.
23. **Materials and Data:** Vendor represents and warrants that in its performance under this Agreement and its materials and data are not libelous or obscene and do not invade any persons right to privacy. Purchaser shall have the right to use and to have Vendor use on behalf of Purchaser any data provided to Vendor or its affiliates by Purchaser including specifically customer names, identifying information, addresses and other contact information and related personal information ("**Data**"). Purchaser further warrants it will designate on the applicable Purchase Order if Data provided pursuant to that PO is subject to HIPAA, Gramm-Leach-Bliley or other statutes providing enhanced data protection or requiring enhanced data security procedures. All written and digital deliverables prepared by Vendor in connection with the Agreement and/or the Project (and all copyright and other rights therein) will be the sole property of Purchaser and will be deemed "**Works For Hire**" (whether or not Purchaser undertakes the Project and/or the Agreement is terminated for any reason with or without cause). Notwithstanding the foregoing, Vendor represents and warrants the deliverables generated by Vendor shall contain no confidential information or trade-secrets.
24. **Intellectual Property:** All documents, designs, graphics, images, processes, and other materials purchased by Purchaser under this Agreement including, without limitation, all intellectual property rights contained therein, including copyrights, patents, trademarks, and trade secrets are and shall at all times remain the property of Purchaser and Purchaser shall retain all common law, statutory, and other reserved rights, including the copyright and intellectual property rights.
25. **Force Majeure:** Purchaser shall not be liable for its failure to perform any of its obligations hereunder during any period in which performance is delayed by fire, flood, war, embargo, riot, acts of terrorism, pestilence, or an unforeseeable intervention or act of any government authority that causes complete business interruption ("**Force Majeure**"), provided Purchaser (a) did not cause, in any way, such Force Majeure event, (b) immediately notifies Vendor of the delay, and (c) uses all commercially reasonable efforts to mitigate its effects, including developing an immediate action plan to continue performance of its obligations under this Agreement. At any time following a Force Majeure event, Purchaser may cancel any Purchase Order, without liability, by written notice to Vendor.
26. **Assignment:** Vendor shall not assign, delegate, or subcontract this Agreement or any of its obligations, without the written approval of Purchaser. Any attempt to assign by Vendor contrary to the terms of this Agreement shall be void. Purchaser may (a) freely assign this Agreement; or (b) direct Vendor to send invoices for any Purchase Order issued under this Agreement to a "bill to" entity and address different from the "ship to" entity and address; provided, however, such directions will not alter the responsibility of Purchaser to pay all properly payable amounts in accordance with the PO and this Agreement if the "bill to" entity does not pay those amounts by providing written notice to Vendor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
27. **Severability:** If any part of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part, for any reason, such part shall (a) be stricken, without affecting the legality, enforceability, or validity of the remaining terms and conditions, and (b) be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
28. **Modification and Waiver:** No modification of this Agreement shall be deemed effective unless in writing and signed by both Parties. Any waiver of a breach of any condition(s) of this Agreement shall not be deemed effective unless in writing and signed by both Parties. No non-assertion, immunity, covenant not to sue, release, or license is given by implication, estoppel, or otherwise, with respect to any technology, patent application, or patent, except as expressly set forth in this Agreement.
29. **Changes by Purchaser:** Purchaser may, in writing, direct changes within the general scope of this Agreement in any of the following: (a) technical requirements and descriptions, specifications, drawings, or designs, (b) shipment or packing methods, (c) place of delivery, inspection, or acceptance, (d) reasonable adjustments in quantities, delivery schedules, or both; and, if this Agreement includes Services, (e) description of Services to be performed, (f) time of performance (e.g., hours of the day, days of the week, etc.), and (g) place of performance. Vendor shall comply promptly with such direction. A change pursuant to this Section shall not give rise to nor authorize any other modification of, or amendment to, the terms and conditions of this Agreement. If Purchaser changes Specifications, Vendor shall comply with the changed Specifications within ten (10) days after receiving notice. Vendor's performance in conjunction with the changed Specifications will be construed as its acceptance of the change. If such change increases or decreases the cost or time required to perform pursuant to this Agreement, Purchaser and Vendor shall negotiate an equitable adjustment in the price, schedule, or both to reflect the increase or decrease and the Parties shall modify this Agreement in writing accordingly. Unless otherwise agreed in writing, Vendor must assert any claim for adjustment to Purchaser in writing within fourteen (14) days and deliver a fully supported proposal to Purchaser within thirty (30) days, following Vendor's receipt of such direction. Vendor has the burden to support the amount of Vendor's claim for equitable adjustment and Purchaser shall have the right to verify the amount of Vendor's claim. Failure of the parties to agree upon any adjustment shall not excuse Vendor from performing in accordance with Purchaser's direction.
30. **Language and US Currency:** This Agreement was drafted in English and all references to monetary sums are in US Dollars. This Agreement may be translated by a party for its own convenience. Any interpretation or enforcement of this Agreement, however, must be accomplished by sole reference to the final, executed version of the Agreement. In the case of any inconsistency, the English version of this Agreement shall prevail.
31. **Separate Parties:** Nothing contained herein shall be deemed to authorize or empower either party to act as agent for the other party or to conduct business in the name of such other party



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or as creating an employer-employee or joint venture relationship. Each party shall comply with all state, federal and local laws, and regulations applicable to its performance hereunder.