

MICRO-COAX, INC.

TERMS AND CONDITIONS OF SALE

The terms, conditions and instructions set forth in this document apply to all quotations, accepted orders and contracts with respect to sales of goods or agreements to provide services by Micro-Coax, Inc., a Pennsylvania corporation and its subsidiaries and/or affiliates under its control (collectively, "Seller"), to you ("Buyer"), from the date of Buyer's receipt of this document containing these terms, conditions and instructions, whether received by Buyer by mail, by telephone, or by electronic means such as exchanges of emails or facsimiles between Seller and Buyer, until such time as you have received a revised edition of these terms and conditions or other written notice, electronic or otherwise, from Seller, of their alteration or revocation. Seller desires to provide Buyer the products and services Buyer desires in a prompt and efficient manner, but to negotiate individually the terms and conditions of each sales contract would substantially impair Seller's ability to provide such products and services. Accordingly, products furnished and services rendered by Seller are sold and provided only on the terms and conditions stated in this document. Notwithstanding any terms or conditions on Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions of sale as more fully set forth below. Commencement of performance by Seller, shipment and/or delivery shall be for Buyer's convenience only and shall not create any other contractual obligation between the parties nor shall it be deemed or construed to be acceptance of any of Buyer's terms or conditions, which instead shall be governed by this document, as set forth below.

PLEASE RETAIN THIS DOCUMENT IN YOUR FILES FOR FUTURE REFERENCE.

1. ACCEPTANCE AND FORMATION OF CONTRACTS; APPLICABLE TERMS. If these terms are not attached to a response from Seller to a purchase order from Buyer, this is not an offer to contract, but instead is a quotation upon which formal offers to contract may be made to Seller. Seller shall not be subject to any contractual obligations until a formal offer in writing from Buyer shall have been received by Seller at its Pottstown, Pennsylvania corporate headquarters and a formal written acceptance of such offer shall have been placed in the mail by an authorized Seller representative for delivery to Buyer. In addition, no order for Seller's products or services shall be binding upon Seller until customer credit with respect to Buyer has been approved and until accepted in writing by an authorized Seller representative. The terms and conditions of sale contained in this document are the only terms and conditions applying to the sale of Seller's products or agreements by Seller to render services to Buyer, except specific additional and consistent terms relating to prices, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, technical descriptions and specifications of the products ordered or any other specific written conditions that may be mutually agreed upon by Buyer and Seller and set forth in separate documentation that has not been pre-printed by Buyer and that may supplement or amplify terms and conditions set forth in this document. Any other terms and conditions provided by Buyer in such a pre-printed or other form document that are inconsistent or which conflict with this document shall be deemed to be no part of, and to be knocked out of, any binding agreement between Buyer and Seller and no such term, condition, statement or representation not contained herein shall be binding on Seller, as a warranty, agreement to provide indemnification to Buyer, or otherwise. To the extent Buyer and Seller have entered into a "blanket order" under which Seller agrees to manufacture a specific quantity of products and ship them according to a schedule supplied by Buyer and agreed to by Seller, any written terms and conditions applying to such blanket order are deemed to have been appended to these terms and conditions and become an integral part thereof. Unless otherwise stated, commercial tolerances usually applicable to the product to be supplied by Seller to Buyer in accordance with industry practices and applicable customary terms of trade will apply. Change orders will not have any validity whatsoever except with Seller's separate written consent and under terms and conditions that will recompense, indemnify and hold Seller harmless by Buyer for any added costs of such changes, with any such proposed change orders being provided by Buyer to Seller in writing only. Buyer shall be deemed to have agreed to all Seller's terms and conditions of sale in effect at the time Buyer submits its order to Seller and to any special terms and conditions contained in any quotation and acknowledgement or other writing signed by an authorized representative of Seller. Buyer shall also be deemed to have agreed to all changes or additions to such terms and conditions which become effective subsequently, and prior to Seller's acceptance of Buyer's order unless Buyer notifies Seller in writing to the contrary within 5 working days after Buyer receives notification of the new or changed conditions, in which case the Buyer's order shall be deemed canceled.

2. INTERPRETATION. These terms and conditions supersede all terms and conditions (pre-printed or otherwise) on the purchase order form of Buyer and all other inconsistent terms submitted by Buyer prior to acceptance of the Buyer's order by Seller. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement, which can be modified or rescinded only in writing signed by both parties. Failure of Seller to object to the provisions contained in any prior or subsequent order or other communication from Buyer (including but not limited to penalty clauses) shall not be construed as a waiver of these terms and conditions of sale nor an acceptance of any terms or conditions of Buyer. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the agreement between Buyer and Seller, the application of which is expressly excluded. The acceptance of all orders shall be deemed to be contracts entered into in the Commonwealth of Pennsylvania and shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, excluding the application of its conflicts of law rules.

3. PRICES AND QUOTATIONS. Sales of products shall be at the prices stated in the price quotation by Seller but are subject to: change without notice at any time before acceptance and formation of a binding agreement between Buyer and Seller; correction of stenographic or clerical errors; and increases in cost of raw materials, wages or taxes, which increases will be passed on to Buyer by Seller when received by Seller. Prices in any price lists or other literature are not offers to sell and are subject to confirmation by Seller. No quotation is assignable by Buyer without the prior written consent of Seller. Nonrecurring engineering charges, if any, are intended to reimburse Seller in part for tools and fixtures especially required for a particular Buyer requirement and will be passed on to Buyer by Seller, without any additional charge for upkeep or repair of such tools and fixtures. Such nonrecurring engineering charges have no effect on Seller's ownership of such tools and fixtures or their use or disposition and create no right in Buyer to remove any tools or fixtures from any Seller location, as all such tools and fixtures are included in the Licensed Information owned and retained by Seller pursuant to Paragraph 7 below.

4. PAYMENT. Payment terms for all orders are net 30 days from the invoice date. Seller has the right to charge a late charge of 1½% per month on all unpaid amounts. In addition, interest shall accrue at the rate of 1 1/2% per month on all unpaid amounts until they have been paid; provided, however, that the rate of interest shall not exceed the highest applicable rate allowed by Pennsylvania law. Receipt of any check or other commercial paper shall not constitute payment until Seller shall have received in cash the full amount thereof. Where Seller has extended credit to Buyer, such credit may be changed or withdrawn by Seller at any time. In the event that payment for shipped products is not promptly made when due, or in the event that the credit or the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, Seller reserves the right to demand cash, payment in advance or other satisfactory security before making shipments. Upon the failure of Buyer to provide cash or satisfactory security to fully satisfy Seller's demands, Seller reserves the right to discontinue making shipments and to cancel the sale, or any part of the sale, thereby terminating all obligation on the part of Seller for delivery of the products, or any part of the products sold. Each shipment shall be considered a separate and independent transaction and payment therefor will be made accordingly. If shipment is delayed by Buyer, Seller shall invoice Buyer as of the date Seller is prepared to make shipment, and Buyer shall be liable for payment of such invoice according to the payment terms in effect. In the event any proceeding is brought by or against Buyer under the U.S. Bankruptcy or Insolvency Laws, Seller shall be entitled, but not required, to cancel any order of the Buyer then outstanding and shall receive reimbursement from the Buyer for Seller's cost of cancellation. Should legal action be instituted to recover any sum due from Buyer, Seller shall be entitled to recover costs and expenses of such action, including reasonable attorneys' fees.

5. SHIPPING AND RISK OF LOSS; SECURITY INTEREST. Unless otherwise agreed, all sales shall be F.O.B., Seller's plant of manufacture. Delivery of products to a carrier at Seller's plant shall constitute delivery to Buyer and Buyer assumes all risk for subsequent loss or damage. Buyer is responsible for all transportation, delivery, and insurance costs incurred in connection with the delivery of the products to the designated site. In the absence of specific written instructions by Buyer provided to Seller in advance of shipment, the method of shipment and any associated insurance valuation for any products supplied by Seller to Buyer shall be as determined by Seller in its sole discretion. Buyer hereby grants to Seller a security interest in the goods (and replacements) delivered hereunder and in the proceeds from the sale or disposition thereof, until Buyer has made payment in full for such goods. Buyer hereby authorizes Seller to file UCC-1 financing statements indicating the goods as collateral and shall, upon request by Seller, execute all documents necessary to maintain perfection and priority of Seller's security interest. Seller has the right, upon demand, to repossess goods delivered hereunder if Purchaser fails to make timely payment.

6. TAXES AND OTHER CHARGES. In addition to prices quoted or invoiced, Buyer shall pay or reimburse Seller for its payment of any manufacture tax, retailers' occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, or other charge of any nature whatsoever, imposed by governmental authority, on or measured by any transaction between Seller and Buyer.

7. LICENSE. Subject to any modifications or limitations set forth in any other agreement between Buyer and Seller concerning the subject matter of this Section 7, Seller grants to Buyer a nonexclusive revocable right and license to use any Licensed Information and Licensed Patents (as defined below) (collectively, the "Licensed Information") in connection with Buyer's purchase of the products. Title to Licensed Information shall remain with Seller at all times. If requested, Buyer shall execute any document required by Seller to protect Seller's interest in the Licensed Information. Buyer shall not directly or indirectly sell, copy or transfer, or agree to do so, all or any part of the Licensed Information without Seller's prior written consent. Regardless whether covered by a separate confidentiality agreement between Buyer and Seller, Buyer shall treat all Licensed Information as confidential, proprietary information of Seller, subject to an obligation of confidentiality binding on Buyer. Only to the extent covered by a separate confidentiality agreement between Buyer and Seller shall Seller be required to treat confidential and proprietary information supplied by Buyer to Seller as being subject to an obligation of confidentiality binding upon Seller. Except where otherwise agreed by Seller in writing, Buyer has no right to sublicense any Licensed Information. The rights in and to the Licensed Information are absolutely non-assignable and non-transferable by Buyer, regardless whether subject to an obligation of confidentiality. For purposes of this Section 7: "Licensed Patents" means (i) patent applications hereafter submitted by Seller or its affiliates relating to the development, use and marketing of products that are the subject of the agreement between Buyer and Seller (the "Licensed Field"); (ii) all patents issuing or issuable to Seller upon such applications; (iii) all continuations, continuations-in-part, additions, divisions, renewals, extensions, or examinations and reissues of any of the foregoing, claiming inventions in the Licensed Field; (iv) all U.S. or foreign counterparts of any of the foregoing; and (v) any other rights in the Licensed Field necessary for the processing, use or sale of the products and obtained by Seller and, licensed or sublicensed by Seller to Buyer pursuant to the terms hereof and included in this license. "Technical Information" means all existing unpatented proprietary and confidential information, data and know-how in the Licensed Field, discovered, invented, revealed, obtained, used or reduced to practice by Seller, prior to the date of the purchase order and currently possessed by Seller, in connection with the development, manufacture, processing, marketing, use, sale and commercialization of Seller's products; research data and methods; design data and information (including machinery designs and processing aids formulations and any specifications on production protocols); engineering and test data; product and component specifications; bills of materials; drawings, parts and component lists; production and shipping techniques; methods of product handling; methods of line manufacture; quality control data and methods and any similar or related information; and other data and know-how which Seller is permitted to disclose and license to third parties. All tooling, molds, fixtures, specifications, drawings, designs, data, information, methods, patterns, descriptions, programs, software, ideas and/or inventions made, used, conceived, developed or acquired by Seller incident to its manufacture and delivery to Buyer of products hereunder and all patent, trade-secret, know-how, copyright or other proprietary rights therein, shall be the exclusive property of Seller and no part of the purchase price hereunder shall be deemed applicable to the foregoing items.

8. LIMITED WARRANTY. From the date of shipment of products manufactured by Seller to Buyer, to the one year anniversary of such shipment date, Seller warrants that the products manufactured by it conform in all material respects to the design, specifications, drawings, samples or other descriptions agreed upon in writing by Seller and Buyer with respect to the products to be manufactured and purchased by Buyer from Seller and as to which these terms and conditions are applicable, and are free of material defects in material and workmanship by Seller. No warranty is given concerning the uses Buyer elects to make of the products shipped hereunder and no warranty is to extend to persons or users or purchasers from Buyer. With respect to the Licensed Information, Seller warrants that Seller has not received any written notice or claim challenging Sellers' ownership or right to use any of the Licensed Information or

alleging that Seller is infringing any U.S. intellectual property rights of third parties and, to Seller's knowledge, Seller has received no written threat of any such claim; and to Seller's knowledge, no other person or entity is infringing or misappropriating any of Seller's Licensed Information. The foregoing limited warranties with respect to the products shall not apply to (i) any Products which have been revised, modified, disassembled, abused or otherwise subjected to conditions which exceed original specifications or otherwise repaired or altered by any persons other than Seller so as, in Seller's opinion, to have adversely affected the product, or to the products once they are incorporated as components of products manufactured by Buyer, (ii) products subjected to negligence, accidents or damage by circumstances beyond Seller's control, or (iii) products subjected to improper storage or other than normal use or service.. The foregoing limited warranties with respect to the Licensed Information shall not apply to any products manufactured to Buyer's designs or specifications, or specially designed by Seller to meet Buyer's requirements and Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all costs, fees, damages and expenses, including reasonable attorney's fees, arising out of any suit, claim or damage to Seller arising from or out of any patent infringement or other claim of intellectual property infringement by Seller in manufacturing products to meet such of Buyer's designs, specifications or requirements. SELLER HEREBY CERTIFIES THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE U.S. DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF. SELLER IS AN EQUAL OPPORTUNITY EMPLOYER. ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, CREED, SEX, OR NATIONAL ORIGIN. Seller's sole and exclusive obligation and Buyer's sole and exclusive remedy under these terms and conditions or any applicable law for any breach of the limited warranty contained in this Paragraph 8 is expressly limited, at the Seller's option, to the obligations set forth in the next sentence below and to replace the defective products at the F.O.B. point stated herein or to give credit for such defective products in an amount not to exceed their purchase price; provided, however, that: (i) Buyer reports the defect to Seller in writing and provides a description of the defective product and complete information about the manner of its discovery within 10 days of its discovery and in no event later than one year from the date of shipment; (ii) Seller has the opportunity to investigate the reported defect and determines the defect arises from faulty material or workmanship; and (iii) if deemed appropriate by Seller, Buyer returns the affected product to a location designated by Seller. In addition to the foregoing, Seller shall defend Buyer in any suit or proceeding based on a claim that, prior to their incorporation into any products manufactured or sold by Buyer, the Seller's standard and unmodified products infringe any United States patents if: Buyer notifies Seller within 15 days after notice of possible infringement and gives Seller the authority, information, and assistance (at Seller's expense) for the defense of the suit and if Buyer's use of the products is enjoined in such a suit, Seller shall, at its option: (i) procure for Buyer the right to continue using the products; (ii) modify the products to render them non-infringing; (iii) replace the products with non-infringing products; or (iv) refund the purchase price paid by Buyer; provided, however, that Seller will not be responsible for any patent claims that arise from (a) Seller's compliance with Buyer's designs, specifications or instructions; (b) use of any product in combination with products not supplied by Seller; or (c) any compromise or settlement of any such patent or other intellectual property infringement claim made without Seller's written consent. Seller's sole and exclusive obligation hereunder shall be limited to the replacement of the defective portion of the product or credit therefor as provided above and its patent defense obligations described above. In no event shall any claim for a breach of this limited warranty be made later than 1 year after the cause of action has accrued. This reduced statute of limitations shall supersede any contrary statute of limitations established at law and is included herein with the mutual agreement of Buyer and Seller. **THE LIMITED WARRANTY SET FORTH ABOVE IN THIS PARAGRAPH 8 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH 8 OR IN A SEPARATE WRITING EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF SELLER, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OR INDEMNITY AGREEMENT, STATUTORY OR OTHERWISE, CONCERNING PRODUCTS SUPPLIED UNDER THESE TERMS AND CONDITIONS OR ANY AGREEMENT TO WHICH THEY APPLY. SELLER SHALL NOT INDEMNIFY NOR BE LIABLE TO BUYER, ITS ASSIGNS, SUCCESSORS OR PURCHASERS OR TO ANY PERSON OR ENTITY FOR ANY CLAIMS, LOSSES, EXPENSES OR JUDGMENTS ARISING OUT OF OR RESULTING IN ANY WAY FROM PRODUCTS FURNISHED HEREUNDER WHERE LIABILITY IS PREMISED UPON ANY THEORY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY. SELLER'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY HEREUNDER SHALL BE LIMITED TO REPLACEMENT, CREDIT OR REFUND AS PROVIDED ABOVE AND IN ANY EVENT SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED BY SELLER FOR THE PRODUCTS IN RESPECT OF WHICH THE CLAIM IS MADE. SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, INTERRUPTION OF BUSINESS, INJURY TO PERSONS OR PROPERTY OR GOODWILL OR SPECIAL, DIRECT OR INDIRECT, OR CONSEQUENTIAL DAMAGES, OR INCREASES IN COST OF OPERATION. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITIES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. ANY TECHNICAL ADVICE AND STATEMENTS AND RECOMMENDATIONS PROVIDED BY SELLER RELATED THERETO ARE FURNISHED AS AN ACCOMMODATION TO BUYER. SELLER ASSUMES NO LIABILITY FOR TECHNICAL ADVICE AND BUYER ACCEPTS SUCH ADVICE AND STATEMENTS AT BUYER'S SOLE RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS AND BUYER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

9. **RETURNS** .No products shall be returned for any reason without Seller's prior express authority and all claims, except for claims under Section 8, by Buyer that products are defective must be made within ten days after delivery of the products and failure to do so shall constitute a waiver by Buyer of any such claims. Seller reserves the right to charge a restocking fee for any products it permits Buyer to return. Buyer shall examine all goods promptly upon receipt thereof. Within ten (10) days after delivery, Buyer shall notify Seller in writing of all claimed shortages and defects and, if a rejection is intended, a specification of the grounds therefor. Otherwise, the goods will be deemed accepted as of the date of shipment. Upon Seller's receipt of notice of defect from Buyer, Seller, at its option,

may (i) inspect such products at Buyer's premises, or (ii) request return of the products to Seller's premises, transportation charges prepaid by Buyer, for inspection. Pending resolution of any such claim with respect to defective products and regardless whether any claim is allowed, Buyer assumes and will be solely responsible for, and will hold Seller harmless from and against, any and all lost, costs, damages and expenses, arising from or out of use of such allegedly defective materials. Any damaged shipment claim must be made immediately against the delivering carrier and the damaged package retained for inspection by the delivering carrier.

10. GOVERNMENT CONTRACTS. If any purchase order indicates that the Buyer's purchase is being made for use under a U.S. government contract, any terms and conditions of such U.S. Government contract that are intended to be included herein must be set forth in a separate written document signed by an officer of Seller for such terms to be binding upon Seller. Only those terms and conditions which Seller agrees to in writing and are made mandatory by federal statute or regulation, such as the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS), for inclusion in fixed price supply subcontracts covering standard commercial proprietary items sold to the public at commercial prices or for products covered by FAR or DFARS shall apply.

11. EXPORT REGULATIONS. To the extent applicable, shipment of products to Buyer is contingent upon compliance with U.S. Department of Commerce and/or U.S. Department of State export control regulations, including any required U.S. government export license, Seller and/or Buyer shall use all reasonable commercial efforts to obtain said license, and Seller's required shipment date for products to Buyer is contingent upon timely receipt of same. Buyer agrees that Buyer shall not knowingly export or re-export the goods sold hereunder to any country, company or individual directly or indirectly, for which the U.S. government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval. In addition but not in limitation of the foregoing, Buyer will be required to complete BIS711 – "Statement By Ultimate Consignee And Purchaser" U.S. Department of Commerce form (or any successor form) when requesting that any Seller product be exported from the United States.

12. REMEDIES. In addition to any other of Seller's remedies set forth herein or otherwise available to it at law, if Buyer fails to make any payment when due, Seller shall be entitled to: (i) offset the overdue amount against any other funds of Buyer in Seller's custody; (ii) terminate Seller's obligations under these terms and conditions and treat this agreement as if canceled by Buyer; (iii) delay manufacture or delivery of all or part of the products sold to the Buyer under this or any other agreement between Buyer and Seller; and/or (iv) recover or require Buyer to return forthwith, at Buyer's expense (including proper insurance with respect thereto), all products and other material which Seller provided to Buyer and with respect to which Buyer failed to make timely payment.

13. FORCE MAJEURE. Seller shall not be held responsible or liable for any loss or damage resulting from a delay in the delivery of the products or any failure to perform its obligations to Buyer if the causes of such delay or failure are attributable to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, acts of the Buyer, priorities, allocations, inability to obtain, at reasonable prices, utilities or operating materials or machinery, or due to lock out or other labor dispute, strikes, fires, floods, explosions, earthquakes, insurrection or riot, embargoes, epidemics, quarantine restrictions, unusually severe weather, litigation or other private or public proceedings, or other causes beyond the reasonable control of Seller. Moreover, because of US Government priorities and restrictions, which are or which may be in effect, which could affect delivery to the Seller of necessary materials or restrict their use in the manufacturer of products to be sold to Buyer, Sellers assumes no responsibility to Buyer for completion of accepted orders affected by such limitations. In the event any delay occurs because of any these causes described above in this Paragraph 13, the date of delivery shall be extended by at least the period of time attributable to the delay, including any orders bearing a US nationally mandated priority rating preference accepted by Seller.

14. DISPUTE RESOLUTION. Any claim, controversy or dispute arising out of or relating to the agreement between Buyer and Seller or any interpretation or breach thereof or performance thereunder, including without limitation any dispute concerning the scope of this arbitration provision, shall be settled by submission to final, binding and non-appealable arbitration ("Arbitration") for determination, without any right by any party to a trial de novo in a court of competent jurisdiction, after a 25 calendar day waiting period (the "Waiting Period"). During the Waiting Period, the parties shall work reasonably and in good faith and shall use their best efforts to amicably resolve the claim, controversy or dispute. The Arbitration and all pre-hearing, hearing, post-hearing arbitration procedures, including those for Disclosure and Challenge, shall be conducted in accordance with the Commercial Arbitration Rules (the "Commercial Rules") of the American Arbitration Association (herein referred to as the "Association") in Philadelphia, Pennsylvania, as supplemented by Buyer and Seller in any other agreement between the parties concerning the subject matter hereof.

15. MISCELLANEOUS. These terms and conditions shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto. Buyer shall not assign its duties and obligations hereunder without Seller's prior written consent. In case of any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof, and such provision(s) shall be deemed modified to the extent necessary to make it (them) enforceable. All days shall be counted in computing the number of days hereunder. Buyer hereby expressly agrees that in making sales of products that use the Seller's products in any manner, Buyer will be bound by and comply with all federal, state, local laws, ordinances or regulations applicable. Buyer agrees to indemnify Seller against loss or damage resulting from Buyer's breach of, or failure to comply with, any of the provisions of this agreement or any such laws, ordinances or regulations. Section headings used herein are for convenience only; they form no part of these terms and shall not affect their interpretation.