



Purchase Order Terms & Conditions

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- a. These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by Echo Design & Integration (EDI) or one of its subsidiaries located in the United States of America to the Supplier identified on each Order.
- b. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced herein (the "Contract Terms").
- c. EDI objects to any terms proposed in Supplier's proposal, sales note, acknowledgment, or other form of acceptance of EDI's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and EDI.
- d. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and EDI. ("Representatives" shall be defined as the Project Manager who issued the Order or the General Manger)
- e. If an Order has been issued by EDI in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer, then the issuance of the Order by EDI shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contract Terms constitute the entire agreement between Supplier and EDI with respect to the subject matter hereof and the subject matter of Supplier's offer.
- f. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies EDI to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order.

2. APPLICABLE LAWS

- a. This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Washington from which this Contract is issued by EDI, without regard to its conflicts of law's provisions. Supplier, in the performance of this Contract, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Supplier shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.
- b. Supplier represents that each chemical substance constituting or contained in Work sold or otherwise transferred to EDI hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- c. Supplier shall provide to EDI with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its State approved counterpart.
- d. Supplier will comply with the OSHA Hazard Communication standard, 29 CFR 1910.1200, if applicable. All Material Safety Data Sheets (MSDS) shall be provided to EDI.
- e. Supplier must conduct its activities so that equipment, materials, supplies and work practices are safe for workers and the company's safety policy can be understood by all workers and others present at the work location. All items furnished and all work performed by the Supplier to satisfy this contract, shall comply with the most current applicable requirements of the U.S. Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA), federal, state and local EHS regulations and standards in the jurisdiction where the work is being performed.

Note: this section may be modified by contract specific requirements flowed down to Supplier in other documents noted on the Order.

3. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

Supplier shall not assign (whether voluntary, involuntary, by merger, change of control, consolidation, dissolution, operation of law, transfer, or any other manner) any of its rights or interest in this Contract or subcontract for all or substantially all of its performance of this Contract without EDI's prior written consent. Supplier shall not delegate any of its duties or obligations under this Contract. Supplier may assign its right to monies due or to become due. Any attempt to assign or delegate in violation of this article is void. No assignment, delegation or subcontracting by Supplier, with or without EDI's consent, shall relieve Supplier of any of its obligations under this Contract or prejudice any of EDI's rights against Supplier whether arising before or after the date of any assignment. This article does not limit Supplier's ability to purchase standard commercial supplies or raw materials.

4. CHANGES TO PRODUCT, PROCESSES, SUPPLIER AND FACILITIES

- a. EDI's Procurement Agent may from time to time in writing direct changes within the general scope of this Order in any one or more of the following:

- (i) technical requirements and descriptions, specifications, statements of work, drawings or designs;
- (ii) shipment or packing methods;
- (iii) place of delivery, inspection or acceptance,
- (iv) reasonable adjustments in quantities or delivery schedules or both; and
- (v) amount of EDI - furnished property.

Supplier shall comply immediately with such direction, and avoid unnecessary costs related thereto. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment in the prices and schedules of this Order shall be made to reflect such increase or decrease and this Order shall be modified in writing accordingly. Unless otherwise agreed in writing, any Supplier claim for adjustment must be delivered to EDI in writing within five (5) calendar days after Supplier receipt of such direction. Supplier shall make available for EDI examination, relevant books and records to verify Supplier's claim for adjustment. Failure of EDI and Supplier to agree upon any adjustment shall not excuse Supplier from performing in accordance with such direction. If Supplier considers that the conduct of any of EDI's employees has constituted a change hereunder, Supplier shall notify EDI immediately in writing as to the nature of such conduct and its effect upon Supplier's performance. Pending direction from EDI's Procurement Agent, Supplier shall take no action to implement any such change.

- b. EDI may at any time, by written order to Supplier, require Supplier to stop all or any part of the work called for by any Order for up to one hundred twenty (120) days hereinafter referred to as a "Stop Work Order." issued pursuant to this contract. Upon receipt of a Stop-Work Order, Supplier shall promptly comply with its terms and take all reasonable steps to minimize the occurrence of costs arising from the work covered by the Stop-Work Order during the period of work stoppage. Within the period covered by the Stop-Work Order (including any extension thereof), EDI shall either
- (i) cancel the Stop-Work Order or
 - (ii) terminate or cancel the work covered by the Stop-Work Order in accordance with Sections 15 or 16 of this document.

5. TERMINATION

EDI may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. EDI shall pay for any products delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if EDI has paid in advance any fees covering a fixed period of Services). Unless EDI has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all

product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

6. CONFIDENTIALITY

All specifications, documents, artwork, or drawings delivered to Supplier by EDI, and any other non-public information EDI discloses to Supplier, remains EDI' property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without EDI' prior express written consent. EDI reserves the right to request that Supplier return all such information to EDI or destroy it and provide evidence thereof. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

7. COUNTERFEIT MATERIALS AND PARTS PREVENTION

- a. Due to the Government's approach to counterfeit materials/parts, EDI is seeking the following from its Suppliers:
 - i. For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- b. Supplier agrees and shall ensure that Counterfeit Work is not delivered to EDI.
- c. Supplier shall only purchase products to be delivered or incorporated as Work to EDI directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by EDI or their Customers.
- d. Supplier shall immediately notify EDI with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by EDI and or by EDI's Customer(s), Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- e. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation EDI's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies EDI may have at law, equity or under other provisions of this Contract.
- f. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- g. Supplier shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to EDI.
- h. Certificate of Conformance: Supplier shall prepare a certificate of conformance ("CoC") asserting that the Items contained with the shipment are in total compliance with all applicable requirements of this PO. Supplier shall annotate in the delivery package any exceptions. Supplier shall provide a copy of the CoC with their final inspection documentation.
- i. Records: Supplier shall maintain complete records of all manufacturing, process capability (if applicable), tooling, inspection, and test, including copy of CoC, unless otherwise stated in this PO. Upon EDI's request, Supplier shall make records available to EDI for at least ten (10) years after completion of this PO and for longer periods as may be specified elsewhere in this PO. Supplier shall maintain records of all process control tests performed by Supplier and inspection records of processed Items for at least ten (10) years after completion of this PO. Upon

- EDI's request, Supplier shall provide records of inspection tests of processed Items and process control tests to EDI. Upon EDI's request, Supplier shall forward specific records to EDI at no additional cost, price, or fee to EDI.
- j. Supplier shall establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard AS6174 as guidance. The purpose of this document shall be to prevent the Suppliers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry of encountered counterfeit parts. k. Upon the request of EDI or their Customers, Supplier should provide objective evidence of flow-down to sub-tier requirements for preventing counterfeit materials or components from being incorporated into products delivered to EDI and or its Customers.

8. DETECTION AND AVOIDANCE OF COUNTERFEIT ELECTRONIC PARTS

- a. If Supplier is providing electronic components or devices, Supplier makes the following certification:
- b. Certification of Origin of Product:
- c. Acceptance of this Agreement constitutes confirmation by Supplier that it is the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. Supplier further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM/OCM is available upon request. If Supplier is not the OEM/OCM or a franchised or authorized distributor, Supplier confirms by acceptance of this Agreement that it has been authorized in writing by Buyer to act on EDI behalf to procure from the OCM or a franchised or authorized distributor of the OEM/OCM. Supplier further warrants that OEM/OCM acquisition traceability documentation is accurate and available to Buyer upon EDI request.
- d. Supplier shall flow the requirements of this provision to its subcontractors and Suppliers at any tier for the performance of this Agreement.
- e. Should Supplier become aware of a confirmed or suspect Counterfeit Part that, by any means, has been delivered to Buyer, or acquired for this Agreement whether or not delivered to Buyer, notification will be made as soon as possible but not later than 7 days of discovery to Buyer. Supplier will verify receipt of this notification by Buyer. Additionally, for confirmed Counterfeit Parts, Supplier shall deliver notice, not later than sixty (60) days after discovery of a confirmed or suspect Counterfeit Part, to the Government-Industry Data Exchange Program (GIDEP).
- f. Supplier shall be liable for cost of Counterfeit Parts and suspect Counterfeit Parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts.
- g. Supplier shall quarantine suspect Counterfeit Electronics Parts, and make them available for investigation by appropriate government authorities.
- h. Supplier shall establish and maintain a Counterfeit Electronics Parts Prevention and Control Plan using Industry Standard AS5553 as guidance. The purpose of this document shall be to allow Suppliers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") to utilize the GIDEP process to alert the industry of encountered counterfeit parts.

9. WARRANTY

Supplier expressly warrants that all products and services supplied to EDI by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by EDI shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to EDI, when notified of such non-conformity by EDI. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, EDI may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense. The warranty period shall begin upon receipt and acceptance of conforming items and extend for a period of 12 months, unless otherwise stated on the Purchase Order.

10. PRICE

An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the EDI Buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty. If Supplier sells products to EDI, or if the services include provision to EDI of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty and all other importing expenses.

11. TAXES

EDI will not be liable for any taxes with respect to an Order, except for sales, use, retailers occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from EDI. Supplier shall not collect or remit, and EDI shall not be liable for, any such taxes if EDI has provided Supplier with a tax exemption certificate. EDI also will not be liable for any taxes of any nature based on the income of Supplier. If EDI is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, EDI will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides EDI with adequate documentation of such exemption from or reduced rate of withholding, EDI will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by EDI as to EDI's liability for any such tax, Supplier shall allow EDI, at EDI's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. EDI shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax owing including in the amount to be reimbursed, any interest charges and penalties accruing thereon.

12. INVOICES

Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable EDI to obtain appropriate credit for any Taxes charged. All invoices shall be remitted based on PO reference.

Failure to comply with the above may result in delayed payment or returned invoices.

13. PAYMENT

As full consideration for Supplier's satisfactory provision of the products or performance of the services, EDI will pay Supplier's invoice not later than thirty (30) days following EDI's receipt of said invoice unless otherwise indicated in on the Purchase Order. EDI's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless EDI agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. EDI shall receive invoices within three (3) business days of invoice date.

14. PRESUMPTIONS

Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within one (1) year of the date of product acceptance. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to EDI that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of (i) one (1) year after the Delivery Date or performance of the services covered by the supplemental invoice, or (ii) three (3) months after the date of submission of the original invoice.

15. DISPUTES

- a. All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.
- b. Until final resolution of any dispute hereunder, Supplier shall diligently proceed with the performance of this Contract as directed by EDI.

16. ELECTRONIC CONTRACTING

- a. The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

17. FORCE MAJEURE

Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with EDI's delivery schedule or otherwise fail to comply with its obligations hereunder, EDI may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

18. INDEMNITY

Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold directors, officers, agents, employees, and shareholders harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

19. LIMITATION OF LIABILITY

In no event will EDI be liable to Supplier or any third party, in contract, tort or otherwise, for any loss of profits or business, or any special, incidental, indirect, exemplary, punitive or consequential damages, arising from or as a result of these contract terms, any order or any agreement between the parties relating to the products, services or deliverables Supplier provides, even if EDI has been advised of the possibility of such damages.

20. PACKAGING

Unless otherwise specified, the products Supplier sells to EDI shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with best commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to ensure safe arrival at the named destination. Supplier agrees to mark all containers with necessary lifting, handling, and shipping information and also Order numbers, date or dates. A packing list must be enclosed in all shipments showing the Order number and exact quantity and description of the goods shipped.

21. RISK OF LOSS

Regardless of the method of shipment used, Supplier agrees to deliver all product specified on the Order to the location(s) specified on the Order at Supplier's own risk. Supplier shall bear the risk of loss, destruction or damage until the items are accepted by EDI.

22. DELIVERY

Time is of the essence. Supplier agrees to comply with EDI's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating EDI's requirements and shall comply with the provisions and follow the delivery requirements outlined in the Order. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without EDI's prior consent. EDI's acceptance of late shipments or partial shipments shall not constitute a waiver of any of EDI's rights to collect damages for goods not delivered or for late delivery. Supplier shall report to EDI any delays in a schedule immediately as they become known to Supplier. EDI reserves the right to cancel the Order and effect cover if Supplier cannot comply with the schedule(s) indicated on the Order. If dates are not specified on the Order, Supplier shall procure materials, fabricate, assemble, and ship goods or provide services only as authorized by shipment releases EDI issues to Supplier. EDI may return over-shipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. EDI may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. If it becomes necessary for Supplier to ship by a more expensive mode than specified on the Order in order to meet a schedule, Supplier shall pay any resulting premium transportation cost unless Supplier can establish to EDI's satisfaction that the necessity for the change in routing is occasioned by force majeure events.

23. ACCEPTANCE OF PRODUCTS AND SERVICES

Payment by EDI for the products or services delivered hereunder shall not constitute EDI's acceptance. EDI retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in EDI's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. EDI will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by EDI and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to EDI's other rights, EDI may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event EDI receive goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of EDI's finished product, EDI reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon EDI's inspection, and such rejection increases the risk of jeopardizing EDI's production schedules by reason of the fact that at least some of the products are necessary to meet such production schedules, then EDI, at its option, may charge Supplier for the reasonable costs of an increased level of inspection and fabrication labor up to and including inspection and expediting of each of the products comprising such shipment.

24. EDI PROPERTY

Any material or parts furnished by EDI intended for use by Supplier in Supplier's execution of Supplier's duties as required by this Order are held by Supplier on consignment. All such materials or parts not used by Supplier in connection with this Order shall be returned to EDI at Supplier's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to EDI, Supplier shall pay or reimburse EDI for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with a loss payable to EDI.

25. REMEDIES

EDI's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by EDI shall not constitute EDI's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

26. ENTIRE AGREEMENT

This Agreement and associated documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event EDI acquires, is acquired by or merges with another company that has a written contract with Supplier, or otherwise assumes a contract between Supplier and the acquiring, acquired or merging company (each, a "Legacy Contract"), EDI may at its sole option terminate the Legacy Contract by written notice and elect to have this Agreement govern all transactions between Supplier and EDI and its Affiliates from and after the date given in the notice.