

Terms and Conditions of Sale

All sales by Neenah Foundry Company ("Seller") are made on the following terms and conditions:

- 1. EXCLUSIVE TERMS.** SELLER HAS MADE AN OFFER TO SELL TO BUYER, AND THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN (THE "TERMS" OR "AGREEMENT"), ANY SELLER QUOTATION AND ANY SELLER ORDER CONFIRMATION, CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN SELLER AND BUYER PERTAINING TO THE GOODS IDENTIFIED IN ANY PURCHASE ORDER BETWEEN SELLER AND BUYER ACCEPTING SELLER'S OFFER TO SELL. BUYER'S ORDER IS ACCEPTED ONLY ON THESE TERMS AND CONDITIONS, AND SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. SELLER HEREBY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY REQUEST FOR QUOTATION, PURCHASE ORDER, ACKNOWLEDGEMENT, CONFIRMATION OR OTHER DOCUMENT PERTAINING TO THE SALE OF THE PRODUCTS HEREUNDER AND ANY ADDITIONAL OR DIFFERENT TERMS WILL NOT APPLY TO THE PURCHASE OF GOODS FROM SELLER. No action by Seller shall be construed as acceptance of any additional or different terms in any request for quotation purchase order, acknowledgement, confirmation or other document. Buyer shall be deemed to have accepted the Terms hereof by signing and returning a copy hereof or by other written indication of acceptance, by issuing a purchase order, by accepting any whole or partial shipment of goods from Seller, or by making any whole or partial payment to Seller, or by any other means commonly signaling lawful agreement to be bound; provided that, the only effect thereof shall be to agree to the Terms hereof.
- 2. Seller Assumptions.** : Seller presumes that Buyer possesses sufficient knowledge regarding the goods purchased or Buyer has retained personnel with sufficient knowledge regarding such goods in order to order the appropriate products to meet Buyer's needs and subsequently install such products. Seller presumes that Buyer and/or Buyer's personnel have read and understood Seller's applicable product catalog. As such, Buyer shall be solely responsible for determining the materials, dimensions and quantities required for a particular project or order.
- 3. Purchase Orders; Quotations; Errors; Mill Certifications.** All orders, whether or not submitted pursuant to a quotation, are subject to acceptance by Seller, and Seller reserves the right to accept or reject all orders including but not limited to purchase orders entered pursuant to an expired quotation. Unless otherwise specified, all quotations expire automatically 30 calendar days after the date issued, but any quotation may be amended or terminated by written notice from Seller to Buyer within that period. Any typographical or clerical errors or discrepancies in a quotation or marketing information such as catalogs, brochures, websites, and drawings available to Buyer are subject to correction in Seller's sole discretion. Any quotation prepared for Seller is based on various business factors and considerations and is not valid for any third party without Seller's prior written consent. To the extent applicable, Buyer may request mill certification documents at the time of order (by indicating on the purchase order). Notwithstanding the foregoing, if Buyer requests mill certificates after the products are shipped, Seller will make reasonable efforts to provide mill certification documents but cannot guarantee mill certifications will be available.
- 4. Changes to Goods.** Seller shall have the right to make changes, in its sole discretion, to the design, engineering, manufacture, or material composition of its goods, component parts, raw materials and other supplies, tooling, equipment, designs, processes and methods of manufacture, but Seller will not, without Buyer's approval, make a change to operational or dimensional specifications submitted by Buyer and agreed to by Seller.
- 5. Delivery; Risk of Loss; Title.** Unless otherwise agreed to in writing, all shipments are F.O.B. Seller's Facility. Title and risk of loss shall pass to Buyer at the moment of Seller's delivery of as determined by the applicable delivery terms. Delivery dates are estimates and are not guaranteed and Seller shall not be responsible for failure to meet any estimated delivery date. Time is not of the essence to any delivery of goods. Seller will strive to use commercially reasonable efforts to meet Buyer's requested delivery dates provided that Seller has sufficient lead-time and Buyer has promptly provided of all necessary, complete and correct specifications, information and data. Seller may at its discretion deliver all the goods at one time or in multiple shipments. If Seller is responsible for shipping to Buyer, Seller will have the right, but not the obligation, to determine the method of shipments and routing of the goods unless otherwise stated in Seller's quotation or acknowledgment. If Buyer requires special production service for unusual shipments, an additional charge shall be imposed, as agreed upon by the parties. Buyer or its carrier shall be responsible for supervising the loading and unloading of goods and for securing all loads for safe transport, and shall defend, indemnify and hold Seller harmless from any liability for personal injury, death or property damage resulting from the loading, transport, delivery or unloading of the goods.
- 6. Prices; Taxes; Fees.** Unless otherwise specified, prices do not include any manufacturer's, sales, use, excise or similar taxes, charges or duties ("taxes"), and the amount on any such taxes Seller is required to pay or collect will be invoiced to

Buyer unless Buyer provides Seller with the appropriate evidence that Buyer is exempt from the payment of such taxes. Prices are based on standard dunnage, and Seller reserves the right to impose additional fees for special or non-standard dunnage. Unless held open for a specific length of time on Seller's quotation, all prices are subject to change without notice and any unshipped balances on purchase orders will be invoiced to and paid by Buyer at prices in effect at the time of delivery.

7. Cancellation; Changes to Order. (a) Buyer does not have any right to cancel any order or agreement to buy the goods from Seller. If, however, Seller agrees in writing to permit a requested cancellation, then Buyer shall immediately pay to Seller a cancellation charge in an amount equal to the purchase price (including any tooling charge) less allowances (in amounts that Seller determines) for (i) the realizable value to Seller of any standard components that Seller purchased or ordered before cancellation, (ii) the realizable scrap value to Seller of the remaining material and tooling that Seller purchased, fabricated or ordered before cancellation and (iii) any direct labor costs that Seller saved by reason of the cancellation.

(b) Seller may cancel any order without penalty: (a) if Buyer fails to comply with the terms or conditions of these Terms or such order; (b) if Buyer files a voluntary petition under any federal or state bankruptcy or insolvency act, an involuntary bankruptcy petition is filed against Buyer, or Buyer is declared insolvent or has a receiver or trustee appointed for it or its assets, or if Buyer makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law; or (c) as otherwise provided herein. (b) No change proposed by Buyer in any terms and conditions shall be valid or binding upon Seller unless approved in writing by Seller's duly authorized personnel. Seller will not approve any change proposed by Buyer once the work is in process, and in no event may Buyer cancel, modify, suspend or delay shipment if notice of such proposed change is not received before the time work goes in process. If the work is in process, Buyer shall be charged for any castings made as well as the costs of cores, molds, or equipment discarded because of such changes.

(c) No change proposed by Buyer in any terms and conditions shall be valid or binding upon Seller unless approved in writing by Seller's duly authorized personnel. Seller will not approve any change proposed by Buyer once the work is in process, and in no event may Buyer cancel, modify, suspend or delay shipment if notice of such proposed change is not received before the time work goes in process. If the work is in process, Buyer shall be charged for any castings made as well as the costs of cores, molds, or equipment discarded because of such changes.

8. Inspection and Rejection of Nonconforming Goods. (a) Buyer shall inspect the Goods within 10 days of receipt of the goods with respect to which the claim is being made ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Order during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Order" means only the following: an order containing: (i) goods shipped different than identified in this Agreement; (ii) an error in weight or quantity of goods; or (iii) goods that do not conform to the specifications Seller reserves the right to accept or reject any such claim in whole or in part. (b) If Buyer timely notifies Seller of any Nonconforming Order, Seller shall, in its sole discretion, (i) replace such the nonconforming goods with conforming goods, or (ii) credit or refund the price for such nonconforming goods. (c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery a Nonconforming Order. Except as set forth in Section 15, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods purchased under this Agreement to Seller.

9. Payment Terms. Payment terms are net cash 30 days from the date of invoice, or as specified on the Seller's current quotation. If Buyer wishes to pay using a credit card, unless Buyer pays in full prior to the time of shipment, Seller currently imposes a surcharge of 2.0% (subject to change from time to time by Seller) on the transaction amount for any payment with a credit card. Buyer shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of 1.5% per month or the highest rate permissible under applicable law. In the event of Buyer's failure to timely pay or Seller's reasonable doubt as to Buyer's ability to pay, Seller may require advance payment or collateral and may refuse fulfillment of further shipments until its demand is fulfilled. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights under these Terms), if Buyer fails to pay any amounts when due as required by these Terms or refuses to accept C.O.D. shipments, Seller may suspend the delivery of any goods, cancel any or all accepted purchase orders, and declare all unpaid amounts for goods previously delivered immediately due and payable, all without liability to Buyer. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in enforcing these Terms or any order hereunder or defending against any claim for breach thereof.

10. No Set-off. Buyer shall not, and acknowledges that it will have no right, under these Terms, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of

its affiliates, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of these Terms or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.

11. Solvency and Security Interest. Buyer represents to Seller that Buyer is solvent and capable of timely fulfilling its payment and other obligations to Seller. Until the goods and any other indebtedness of Buyer have been paid for in full by Buyer, Buyer, or any agent of Buyer or third party: (i) will hold the goods subject to a security interest or lien in favor of Seller allowing for the right or re-possession by Seller to the extent permitted by applicable law, (ii) will not alter, remove, destroy, or damage any identifying mark on the goods or their packaging, and (iii) will keep the goods separate from any other products. Seller may take possession of the goods at any time after payment for the goods or any other payment owed to Seller has become due.

12. Insecurity and Adequate Assurance. If Seller ever believes in good faith that it has grounds for insecurity as to Buyer's performance under any contract between Buyer and Seller to purchase goods, including these Terms, then Buyer shall provide adequate assurance of due performance within ten days after Seller demands the assurance, which shall be considered to be a reasonable time. Buyer's failure to do so shall be considered to be a repudiation by Buyer of all then-existing contracts, including these Terms and all orders, that provide for Buyer to purchase goods and/or services from Seller ("Outstanding Contracts"). "Grounds for insecurity" include, without limitation, (a) Buyer's failure to make a payment to Seller or to perform another obligation under an Outstanding Contract, (b) Buyer's insolvency, (c) a deterioration in Buyer's financial condition after an Outstanding Contract was entered into and (d) Buyer's failure to provide financial statements and other financial information to Seller promptly upon Seller's request. "Adequate assurance of due performance" includes, without limitation, providing a letter of credit or comparable security for all obligations of Buyer that then exist or that will arise in the future under all Outstanding Contracts.

13. Resale. If Buyer resells the goods, Buyer shall contractually limit its customer's rights and remedies against both Buyer and Seller to the same extent that Sections 14 and 18 limit Buyer's rights and remedies.

14. Warranty; Exclusions; Exclusive Remedy. (a) Subject to the provision of this Section 9, Seller warrants the following goods to be free from defects in materials and workmanship during the applicable warranty period measured from the date of invoice. The applicable warranty period for the goods will be as follows:

- (x) Municipal castings manufactured by Seller – 5 years
- (y) Detectable warning plates manufactured by Seller – 10 years
- (z) All other goods manufactured by Seller – 1 year

EXCEPT FOR THE FOREGOING WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. The Seller shall not be liable for a breach of the warranty set forth in this Section 9(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller during the applicable warranty period and within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect, including, but not limited to, through information received from Buyer's direct or indirect customer or any other third party ; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there together with any additional information or documentation reasonably requested by Seller for the purpose of determining if the goods are non-conforming to the warranty; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(b) **EXCLUSIONS.** SPECIFICALLY EXCLUDED FROM THE WARRANTY SET FORTH IN SECTION 9(A) ARE THE FOLLOWING, FOR WHICH SELLER SHALL HAVE NO LIABILITY WHATSOEVER: (i) Design defects in the goods, to the extent that the goods are designed, in whole or in part, by Buyer or a third party; (ii) defects or damage caused by unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), storage, handling or operation of the goods by Buyer or any third party; (iii) goods considered by Seller to be samples, prototype, development or pre-production, which are provided on an "AS IS" basis only; (iv) goods sold by Seller but manufactured by a different entity, which are sold by Seller on an "AS IS" basis, provided, however, that Seller assigns to Buyer any warranties provided by the manufacturers of such goods, to the extent that they are assignable; (v) any product, system, or assembly not manufactured or sold by Seller and/or the integration, incorporation, interaction, connection, placement, or use of the goods in or with any such product, system, or assembly, (vi) goods that have been subject to damage attributable

to or caused by: (A) misuse, abuse, or vandalism or any transit related damage; (B) acts of God or insurrection; (C) normal wear and tear; (D) or any other acts that are beyond Seller's reasonable control; or (vii) cracking, fading, wear, or durability of any paint or coating applied to the goods.

(c) **EXCLUSIVE REMEDY.** If Seller determines that the goods are non-conforming or defective, Seller's sole liability to Buyer and Buyer's SOLE AND EXCLUSIVE REMEDY under this warranty (whether or not the non-conforming or defective goods have been installed and must be the subject of a recall, customer satisfaction or other service campaign or similar action) is limited to the repair or replacement of the non-conforming goods only. Seller shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts or the installation of any replacement part or parts. Replacement parts shall be warranted for the balance of the original warranty.

(d) **Authority to Change Warranties.** Seller neither assumes nor authorizes any employee, distributor, representative, agent or other person to assume for Seller any other liability in connection with the sale or use of the goods sold and there are no oral agreements or warranties collateral to or affecting these Terms or any order hereunder. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER.

15. **Components of another Product.** If any of the goods constitute parts or components that are to be incorporated or installed in a product that is manufactured or assembled by or for Buyer, then (a) Buyer shall obtain, or cause the end-user of the product to obtain, all permits, inspections and licenses that are required for installation or operation of the product, (b) Buyer shall cause the product to conform to all applicable laws, ordinances, regulations, codes and standards and (c) Buyer shall place on the product all required or otherwise appropriate safety devices and warnings, and shall furnish to its customer all operating instructions that are necessary or desirable to prevent death, personal injury or property damage from being caused by use or operation of the product.

16. **Safety Features.** Buyer shall install and operate the goods properly and according to Seller's operating instructions, if any, and shall not remove or change a safety device, warning or operating instruction that Seller placed on the goods.

17. **Returns.** Except as provided in Section 7 or Section 11 of these Terms, Buyer may not return any non-stock goods (goods not stocked by Buyer), custom castings or goods, or assembled parts. In addition to any return of goods requested by Seller under Section 7 or Section 11 of these Terms ("Convenience Returns", Buyer may return any other goods purchased from Buyer that are in resalable and undamaged condition for credit only, subject to the following: (a) all Convenience Returns require Seller's prior written consent, (b) all Convenience Returns must be made within 90 days of the date deliver of the goods, (c) stock castings returned to Seller's manufacturing or distribution facilities are subject to a 25% re-stocking fees, and (c) all invoices for goods that are Convenience Returns must be paid in full before any credit is issued. Buyer hereby consents that any credits under this Section 15 will be first applied to any outstanding balance of Buyer.

18. **Limitation of Liability.** **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, MACHINING OR LABOR COSTS, DAMAGE TO OTHER EQUIPMENT OR LIABILITY OR INJURY TO A THIRD PARTY, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY, REGARDLESS OF (A) ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY SELLER REGARDING THE GOODS, (B) SELLER'S PERFORMANCE UNDER THESE TERMS OR ANY ORDER, (C) WHETHER SUCH DAMAGES WERE FORESEEABLE, (D) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (E) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S LIABILITY ARISING OUT OF OR RELATED ANY GOOD(S) SOLD UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE COST OF THE PRICE OF THE GOOD(S) GIVING RISE TO THE CLAIM.**

19. **Indemnification.** Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns and customers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney and professional fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by indemnified party, relating to any claim of a third party whether such claims are premised on contract, tort or otherwise, including strict liability, arising out of or occurring in connection with (i) the goods purchased from Seller, (ii) Buyer's negligence, willful misconduct or breach of this Agreement,

(iii) any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the goods to Buyer's specifications. Buyer shall not enter into any settlement without Seller's or indemnified party's prior written consent.

20. Tooling. All tooling to be used in the manufacture of the goods shall be and remain the property of the Seller, even if Seller imposes and Buyer pays a separately-identified charge such tooling. If the Buyer provides Seller with tooling, Seller shall hold the tooling, subject to the following: (a) risk of loss of the tooling shall at all times remain with Buyer; (b) Seller retains a security interest in the tooling to secure all obligations that Buyer at any time owes to Seller; (c) Buyer shall not have any right to possess the tooling as long as Seller has any outstanding obligation to sell to Buyer goods whose manufacture requires use of the tooling; (d) Buyer shall reimburse Seller on demand for all costs of modifications of the tooling that are made reasonably necessary by changes in the specifications for the goods; and (e) upon Seller's demand, Buyer shall immediately remove the tooling from Seller's premises, at Buyer's expense, and if Buyer fails to do so within ten days after that demand, then Seller may destroy or otherwise dispose of the tooling, without further notice or liability to Buyer.

21. Confidential Information. All information furnished by Seller or any other person acting on behalf of Seller and all information learned about Seller or its operations through performance of an order or the Terms is confidential, and Buyer shall not disclose any such information to any other person, or use such information for any purpose other than performing any order or the Terms without Seller's express written consent. This Section 21 shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

22. Intellectual Property. Seller shall retain all rights, title and interest in and to any and all patents, copyrights, trademarks and other intellectual property and proprietary rights and the goodwill associated thereby pertaining to the products sold to Buyer, as well as any associated developments Seller creates, realizes or reduces to practice during the course of Seller's performance under the Terms or any order hereunder. Except as otherwise particularly provided, no license, transfer or assignment of proprietary rights shall occur as a result of the Terms or any order, and Buyer shall have no right, title or interest in Seller's intellectual property.

23. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include any accident, fire, quarantine restriction, epidemic or pandemic, act of terrorism or suspected terrorism, breakdown, strike, sabotage, riot, insurrection, war, delay, severe weather, interruption in or failure of sources or subcontractors to supply materials and equipment, labor or transportation problems, act of God, or order, contract, priority, directive, requisition or request of any governmental entity, whether or not voluntarily assumed, or other cause and condition, whether of like or different nature, that is similarly beyond Seller's control).

24. Seller's Rights. Seller has all rights and remedies that applicable law gives to sellers. Seller's rights and remedies are cumulative, and Seller may exercise them from time to time. No waiver shall be effective unless it is in writing. The failure of Seller to require performance under any provision of these Terms shall in no way affect Seller's right to require full performance at any subsequent time, nor Seller's waiver of a breach of any of the terms and conditions of these Terms on one occasion constitute a waiver of any other breach of the same or any term.

25. Time for Bringing Action. Any action arising out of or related to these Terms or any order them, whether alleging breach of warranty or other breach, default or tortious conduct by Seller, must be brought by Buyer within one year after the cause of action accrues. Buyer shall pay Seller's reasonable attorney fees, costs, and expenses incurred in enforcing any provision of these Terms.

26. Governing Law; Venue; Jurisdiction. The validity, interpretation, and enforcement of these Terms, matters arising out of or related to these Terms, including any orders, or its making, performance of breach, and any and all related matters shall be governed by and interpreted according to the laws of the State of Wisconsin. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. The parties will bring any action that arises out of or relates to these Terms exclusively in any federal or state court in Wisconsin that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

27. Miscellaneous. Subject to the limitations and other provisions of these Terms, the provision that, in order to give proper effect to their intent should survive any termination of these Terms, shall survive the termination of these Terms. If any provision of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall not be affected thereby. No waiver or modification of any of the provisions hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Buyer may not assign the Terms, any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall be void and shall entitle Seller to cancel any applicable order upon written notice to the Buyer.