



PURCHASE ORDER TERMS & CONDITIONS

These Purchase Order Terms and Conditions ("Terms and Conditions") are incorporated into the purchase order ("PO") issued by CTI and Associates, Inc. (CTI). The terms and conditions are applicable to you as the Supplier, and by accepting the PO you agree that you have read, understand, and agree to be bound by these terms and conditions.

Any communications transmitted electronically (e.g., via facsimile or e-mail) (i) shall be considered a "writing" or "in writing," (ii) shall be deemed "signed" if a signature is affixed that is valid in accordance with applicable law (including a valid electronic signature) and (iii) will constitute an "original" when printed. Communications introduced as evidence on paper will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form and admissibility shall not be contested on the basis that the communication was not originated or maintained in documentary form.

1. Acceptance. The shipment of any goods or the furnishing of any services (or delivery of any deliverable arising therefrom), shall constitute acceptance by Supplier of the PO and each and all of the terms and conditions stated herein. Acceptance of the PO is limited to the terms contained in the PO as supplemented by these Terms and Conditions. Additional terms on Supplier's form are objected to and rejected and shall be deemed a material alteration thereof, unless expressly agreed to in writing by an authorized representative of CTI. If Supplier objects to any of the terms and conditions hereof, it shall notify CTI in writing within ten days after issuance of the PO and withhold acceptance of the PO until such objection is settled by written agreement.

2. Supplier Responsibilities. Supplier shall use commercially reasonable efforts (i) to provide to CTI the goods and services ordered in accordance with the terms stipulated in the PO and the applicable, if any, supply, service or other agreement pursuant to which the PO was issued; (ii) to keep CTI advised of the status of the PO; (iii) to permit duly authorized representatives of CTI to review and observe, from time to time upon reasonable notice, the delivery of the goods and services; (iv) to provide CTI with such reports as are appropriate to the nature of the goods and services ordered and as may be reasonably requested by CTI from time to time; and (v) to keep, for orders requiring payment based on hours worked, cost of materials used and/or expenses incurred, records of hours worked, cost of materials used, and reasonable out-of-pocket expenses incurred in filling the PO, which records CTI's duly authorized representatives may examine from time to time upon reasonable notice.

3. Inspection. All goods and deliverables are subject to final review, inspection and acceptance by CTI notwithstanding any payment or initial inspection. Final inspection will be made by CTI within a reasonable time after receipt of goods or deliverables. All goods shall conform with the descriptions and specifications contained in the PO and any applicable appendix thereto. Acceptance by CTI will occur (i) for goods or services installed by Supplier, upon completion to the satisfaction of CTI of any acceptance tests or programs described in the PO or attachments thereto, as evidenced by any acceptance certificate signed by CTI; or (ii) for goods not installed by the Supplier, on the thirtieth (30th) day following receipt of the goods by CTI, unless Supplier is notified in writing within this period that, in CTI's sole judgment, the goods do not conform to Supplier's specifications, in which event CTI may return the goods to Supplier, freight collect, and be refunded all advance payment made therefore.

4. Rejections>Returns. CTI reserves the right to refuse any goods or deliverables and to cancel all or any part of a PO for goods or deliverables not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the PO shall not bind CTI to accept future shipments of non-conforming goods or deliverables, nor deprive it of the right to return non-conforming goods or deliverables already accepted. Goods and deliverables, if rejected, may be returned to Supplier at Supplier's expense for transportation both ways, and no replacement or substitution shall be made unless so authorized by CTI.

5. Goods and Services. The goods and/or services supplied and prices therefor are set forth in the PO. Supplier warrants that the prices for the goods or services sold hereunder are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Supplier reduces its prices for such goods or services prior to accepting CTI's PO or during the term of performance of any PO for services, Supplier agrees to reduce the prices hereof accordingly. Supplier warrants that the prices shown in the PO shall be complete and no additional charges shall be added without CTI's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating. If a decrease in the price for any good or service becomes effective after Supplier accepts a PO, but before Supplier has shipped the goods, the price CTI will pay will be the price in effect when the Supplier ships the goods to CTI. In the event of a price decrease, Supplier will grant to CTI a credit with respect to goods then in CTI's inventory. The price protection credit will be equal to the difference between the price originally paid by the CTI and the new adjusted price of the goods less any previously issued credits. If an increase in the price for any goods becomes effective after Supplier accepts a PO for the goods but before Supplier has shipped the goods, the price CTI will pay will be the price in effect when the Supplier accepted the PO from CTI. CTI shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost of or item required for performance, an equitable adjustment shall be made and the PO shall be modified in writing accordingly; provided, however, that Supplier shall not be allowed any adjustment based on its loss of anticipated profits. Supplier agrees to accept any changes subject to this paragraph. Changes shall not be binding upon CTI except when confirmed in writing by CTI. CTI may cancel any goods or services to be delivered under any PO, without becoming subject to any cancellation fee or other liability, at any time prior to

shipment by Supplier by providing Supplier with notice of such cancellation electronically, by facsimile or by mail.

6. Cancellation on Lateness. The delivery of goods, services and deliverables shall strictly comply with the delivery date or delivery schedule, if any, specified by CTI. Time is of the essence. If at any time it appears Supplier will not meet such delivery date or schedule, Supplier shall promptly notify CTI in writing of reasons for, and the estimated duration of, the delay. If requested by CTI, Supplier will ship delayed goods by means to minimize delay to the maximum extent possible, the added cost to be borne by Supplier. CTI may exercise other remedies, such as cancellation of the PO, incidental and consequential damages.

7. Payment Terms/Invoicing. Unless otherwise specified by CTI, payment terms will be net 60 days. CTI may withhold payment of any amounts to be paid to Supplier which are disputed in good faith by CTI. Unless otherwise agreed to in writing by the parties, an invoice shall not be issued prior to shipment of goods. Credit and discount periods will be computed from the date of receipt of the correct invoice or the date the goods are received, whichever is later, to the date CTI's check is mailed or payment is otherwise made. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice. Invoices must be received promptly and cover not more than one PO. Supplier shall attach to the invoice the original bill of lading and, if CTI is to reimburse Supplier for transportation charges, the receipted freight bill. All taxes to be paid by CTI must be separately itemized on the invoice. An invoice may be rejected for noncompliance with any of the Terms and Conditions, and in that event discount and payments will date from the time the corrected invoice is received by CTI. Any discount taken by CTI will be taken on full amount of invoice. Any credit memos due CTI shall be transacted within five (5) business days.

8. Warranty.

a. In accepting this PO, Supplier unconditionally represents and warrants, any other representation or agreement to the contrary notwithstanding, that the goods and deliverables supplied pursuant to this PO are of merchantable quality, conform to the specifications as stated on the PO and as otherwise provided by CTI and are suitable for CTI's intended uses and purposes in the ordinary course of its business. All warranties herein stated shall run to CTI, its customers and the users of the goods or deliverables or products into which such goods or deliverables may be incorporated. Supplier shall promptly and without additional charge repair or replace the goods or any part thereof which fails to function in accordance with Supplier's specifications. Supplier warrants that the goods and all rights thereto are owned by Supplier and do not violate any copyright, patent, trademark, trade secret or any other proprietary right of any third party. Supplier warrants that it has and will convey to CTI good title to the goods, free and clear of all liens and encumbrances and that the manufacture, production, installation and sale or license to, and use by, CTI of the goods are in compliance with any and all federal and state laws, rules and regulations.

b. If this PO is for services then by in accepting this PO, Supplier also unconditionally represents and warrants, any other representation or agreement to the contrary notwithstanding that: (i) its performance of the services and the deliverables arising therefrom, or any portion or function thereof, or the use of the deliverables or any portion thereof, will not violate or infringe any third-party patent, trademark, copyright, trade secret or similar rights; (ii) the services will be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner in accordance with general industry standards; (iii) it is currently under no obligation to any third party, nor will it enter into any obligation to a third party, that could interfere with its rendering to CTI the services or deliverables; (iv) any documentation provided to CTI shall meet reasonable standards of clarity and detail; and (v) all deliverables will be warranted to perform according to their specifications. In addition to such other rights and remedies that CTI may have hereunder or by law, Supplier shall promptly and without additional charge re-perform the services or any part thereof which fails to conform to CTI's specifications.

c. These warranties shall be in addition to any other warranties, express, implied, or statutory. All warranties shall run to CTI, its customers and subsequent owners of goods or products to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited therein or in the PO. All warranties shall be construed liberally in favor of CTI. Notice of breach shall be deemed sufficient if given by CTI within one hundred eighty (180) days after the discovery thereof by CTI, may be given orally or in writing, and need only inform Supplier that the goods or services are troublesome, need repair, or must be watched; said notice need not include a clear statement of all objections that shall be relied upon by CTI as the basis for breach. All warranties shall be construed as conditions as well as promises.

9. Indemnification. Supplier agrees to indemnify and hold harmless CTI, its directors, officers, employees and agents, from and against any and all claims or liability, including reasonable attorneys' fees, arising out of or resulting in any way from any defect in the goods or services provided hereunder or from any act or omission of Supplier, its agents, employees or subcontractors, including but not limited to (i) Supplier's breach of any provision hereof, including without limitation the confidentiality obligations and the warranties made herein; (ii) the negligence or willful misconduct of Supplier, its agents or employees, (iii) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits, which occur in connection with the performance by Supplier, and (iv) the sale or license to or by, or use by, CTI, of the goods purchased, including but not limited to any claim alleging the violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights. Supplier's obligation to indemnify CTI shall survive the expiration or termination of the PO by either party for any reason. Supplier may, at its option, conduct the defense of any third party action and CTI will cooperate with Supplier's defense. If the use or sale of any goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that CTI may have hereunder or by law, Supplier, at no expense to CTI, shall obtain for CTI and its customers the right to use and sell said item, or shall substitute an equivalent item, acceptable to CTI, and extend this indemnity with respect to such item. In

the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for the CTI or its customers, Supplier will indemnify CTI and its customer for any and all losses or damages sustained by reason of such injunction.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL CTI BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL CTI BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (i) THE AMOUNT OF FEES PAID BY CTI FOR THE GOODS OR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES OR (ii) \$1,000. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

11. Insurance. Supplier shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to CTI) for a period of at least 2 years after the fulfillment of the PO reasonable and customary insurance coverage, including, but not limited to, (i) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (ii) commercial general liability insurance including coverage for product liability in the minimum amount of \$5 million each occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Supplier furnishing the goods, deliverables and/or services under the PO. The certificate(s) of insurance will designate CTI as "additional insured" under the commercial general liability policy and will include the agreement for the insurer to give CTI written notice at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy, and will contain a waiver of subrogation in favor of CTI for all coverages.

12. Copyrights; Rights to Inventions. CTI will be the exclusive owner of all deliverables created by Supplier in connection with or during the performance of services provided pursuant to a PO, any works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice in connection with developing the deliverables ("Deliverable Concepts") (the deliverables, Derivatives, and Deliverable Concepts are collectively referred to as, "CTI Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable CTI Materials shall be prepared by Supplier as a "work made for hire" for CTI, and CTI shall be considered the author of the CTI Materials for purposes of copyright. To the extent that the CTI does not acquire ownership of such copyrights as a work made for hire, and with respect to all other rights, Supplier hereby assigns and agrees to assign upon creation to CTI all right, title and interest in and to the CTI Materials and all Intellectual Property Rights therein. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to CTI and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the CTI Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At CTI's request, Supplier will obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign these rights under this paragraph to CTI or perfect these rights in CTI's name. Supplier agrees that any copyrightable material prepared for CTI shall carry on the face thereof in legible form a copyright notice identifying CTI and the year of publication.

13. Government Contracting. Supplier in accepting the PO represents that the price charged is not in excess of the ceiling prices, if any, established by any government agency. If Supplier is notified that the services or goods covered by the PO are ordered by CTI under a United States government contract, Supplier agrees that federal statutes and regulations applicable to CTI as a government contractor are accepted and binding on Supplier insofar as required by statute, regulation or the provisions of the government contract.

14. Shipping Terms. Time is of the essence. Supplier agrees to deliver the goods on the date(s) set forth in the PO. Supplier shall comply with CTI's packaging, routing and shipping instructions provided in the PO, these Terms and Conditions, or otherwise. Delivery shall be F.O.B. CTI's facility, or other destination designated by CTI. Title and risk of loss shall pass to CTI upon delivery to CTI's facility, or other destination designated by CTI, or upon final acceptance by CTI, whichever is later. CTI reserves the right to refuse shipments made before or after the date set forth in the PO. If the delivery of the goods is not completed on time, CTI reserves the right, in addition to its other rights and remedies, and without liability, to terminate the PO as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere at the expense of Supplier or to direct Supplier to ship by the most expeditious means available at Supplier's risk and expense. Acceptance of deliveries not in conformance with the Terms and Conditions contained herein shall not be deemed a waiver of CTI's right to hold Supplier liable for any loss or damage to CTI or modify Supplier's obligation to make future deliveries in conformance with the terms herein. Shipments which do not conform with the Terms and Conditions stated herein may be returned to Supplier and Supplier shall pay CTI for all handling and

transportation costs incurred in connection therewith. Supplier shall bear all costs of shipping, transportation and packing unless otherwise agreed to in writing by an authorized representative of CTI.

15. Transportation Liability. Supplier agrees that in any case where freight regulations covering goods transported by common carrier establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Supplier will be liable to CTI for any loss or damage in excess of such maximum limit up to the full price of the goods.

16. Confidentiality; No Publicity. Supplier shall keep in confidence and shall not, without securing the prior written consent of CTI, originate any publicity (including any news release or public announcement) or disclose to any third party information relating to: the existence of the relationship with CTI; CTI's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); the nature of the services performed and deliverables and goods delivered under the PO; and any proprietary or confidential data, designs, or other information supplied by, or on behalf of, CTI. Notwithstanding the foregoing, Supplier may disclose such confidential information (i) to Supplier's employees having a need to know such information to process the PO or improve the services provided by Supplier to CTI or (ii) to comply with applicable laws, court orders, or government regulations. If disclosure is permitted under clause (ii) above, Supplier shall consult with CTI in connection with any publicity in a reasonable time prior to its release to allow CTI to comment thereon, and to prevent its release if so permitted by law. Supplier agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees and subcontractors who are permitted access to the aforementioned information to notify them of Supplier's obligations hereunder. Upon CTI's request any data, designs, or other information furnished to Supplier (and copies thereof) shall be returned to CTI. Notwithstanding the foregoing, CTI shall have the right to use any information concerning Supplier's products, manufacturing methods, or processes which Supplier shall disclose to CTI without restriction during the performance of the PO.

17. CTI's Property. All tools, equipment and materials of every description furnished to Supplier by, or specifically paid for by, CTI, and any replacement thereof, and any materials affixed or attached thereto, shall be and remain the personal property of CTI, and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any property for CTI's property and shall not use such property except in filling CTI's purchase orders. Such property while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to CTI and shall be subject to removal at CTI's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to CTI in the same condition as originally received by Supplier, reasonable wear and tear excepted.

18. Compliance with Laws. Supplier agrees to comply with the applicable provisions of any federal, national, state or local law, and all orders, rules and regulations issued thereunder, whether now or hereafter in force, and any provisions, representations or agreements required thereby to be included in the contract resulting from acceptance of the PO are hereby incorporated by reference, including, but not limited to, those prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era.

19. Termination.

a. *Default.* CTI may terminate the PO, in whole or in part, if (i) Supplier fails to deliver the goods or perform the services within the time specified in the PO or herein, or any extensions thereto; or (ii) Supplier fails to perform any of its other obligations under the PO or fails to make progress so as to endanger performance of the PO in accordance with its terms; or (iii) Supplier's financial condition shall become such as, in the sole judgment of CTI, to endanger performance of the PO, provided that, with respect to (ii) and (iii) Supplier shall fail to remedy such condition within seven (7) days of notice from CTI.

b. *Acts of Insolvency.* CTI may terminate the PO by written notice to the Supplier, if the Supplier becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has sold a substantial part of its assets or wound up or liquidated, voluntarily or otherwise.

c. *Force Majeure Event.* In the event that either party is unable to perform any of its obligations under the PO, or to enjoy any of its benefits because of (or if loss of the goods is caused by) natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of, or that could not reasonably have been prevented or avoided by, the affected party (hereinafter referred to as a "Force Majeure Event" or "Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under the PO shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate the PO. Except as provided herein, delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Event.

d. *Termination For Convenience.* CTI reserves the right, at any time, to terminate the PO, or any part thereof, for its sole convenience. In the event of such termination, Supplier shall immediately stop all work thereunder and shall immediately cause any

supplier or subcontractor to stop work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination nor any costs incurred by Supplier, its suppliers or subcontractors, which Supplier could reasonably have avoided. If it should be determined that CTI improperly terminated the Purchase Order under paragraphs (a)-(d) of this Section 20, such termination shall be deemed to be for CTI's convenience.

20. Dispute Resolution.

a. *Governing Law.* The laws of the State of Michigan will govern these terms and conditions and the PO (without reference to such state's choice or conflict of laws provisions), including such state's Uniform Commercial Code. Subject to Section 21.b. below, Supplier agrees that any dispute or cause of action which arises in connection with the PO shall be brought before a court of competent jurisdiction in the State of Michigan and hereby consents to the personal jurisdiction of such court and waives any argument with respect to venue or convenience of forum. Pending resolution of such dispute, Supplier shall proceed with performance of its obligations under the PO, and with any written directions of CTI.

b. *Arbitration.* Any dispute that might arise between Supplier and CTI relating to or arising from use of the Site or from the PO or the terms and conditions thereof shall be settled by binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except where those rules conflict with this provision, in which case this provision controls. Arbitration shall be conducted before a single arbitrator selected from the AAA's National Roster of Arbitrators. The arbitration shall be held, and Supplier and CTI irrevocably consent to arbitrate, in Oakland County, Michigan unless they mutually agree upon an alternative location. The arbitration shall be conducted in English. In rendering the award the arbitrator must apply the substantive law of Michigan (except where that law conflicts with this clause), except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Under no circumstances shall the arbitrator award damages in excess of or inconsistent with the limitations contained in the "Limitation of Liability" section of these terms and conditions. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Supplier and CTI will agree upon, within 45 days after arbitration is initiated or, if they fail to agree, the AAA will design, procedures that they will follow to assure that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator. Supplier and CTI each have the right before or during the mediation or arbitration, if the arbitrator cannot hear the matter within an acceptable period, to seek and obtain from the appropriate court provisional remedies such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration.

21. Complete Agreement. These Terms and Conditions, together with the terms and conditions contained in the PO, constitute the entire understanding of the parties with respect to the subject matter of the PO, and shall not be added to, modified, superseded or otherwise altered except by a written instrument signed by CTI. Each shipment received by CTI shall be deemed to be received only upon the Terms and Conditions contained herein, notwithstanding any terms and conditions contained in any order, acknowledgement, invoice or other writing received from Supplier and notwithstanding CTI's act or acceptance or payment for any shipment. No course of dealing or usage of trade shall be applicable unless expressly incorporated into the PO by CTI.

22. Assignment. Supplier shall not assign or subcontract its obligations under the PO, in whole or in part, or any interest therein, without CTI's written consent. If CTI consents to any assignment or subcontract, Supplier shall remain liable and responsible for all of its obligations hereunder, and shall guarantee performance by its assignee or subcontractor. CTI may assign its rights and obligations hereunder. The PO and these terms and conditions shall inure to the benefit of and be binding upon CTI and Supplier and their respective successors and permitted assigns; nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy or claim.

23. Notices. Any notices required or permitted to be given relating to the PO or these Terms and Conditions shall be addressed to the recipient at the address identified on the PO and shall be in writing and shall be deemed to have been duly given or made upon receipt by CTI

24. Waiver. No term or provision hereof shall be deemed waived or modified and no breach excused unless such waiver, modification or consent shall be in writing and signed by the party claimed to have waived or consented.

25. Duration. The provisions of the PO, including these Terms and Conditions, shall continue to be applicable notwithstanding the fulfillment of the PO or the transfer of title to the goods.

26. Severability. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the validity of the remaining provisions shall not be affected.