



Signature Plating's Terms and Conditions for Suppliers

DEFINITIONS:

As used throughout these Terms and Conditions of Purchase (hereinafter "Terms and Conditions") and any other contract, purchase agreement or purchase order referencing these Terms and Conditions, the following definitions apply unless the context requires otherwise.

(a) "Buyer" means Signature plating, Inc. or a subsidiary, successor or assign that issues a Purchase Order referencing these Terms and Conditions.

(b) "Supplier" means the person, firm or company to whom this Purchase Order is addressed on the face sheets of this Purchase Order.

(c) "Components" means all goods and services or any parts thereof to be supplied under this Purchase Order. As used herein, the definition of Components shall include services, as the context requires.

(d) "Purchase Order" means the contract arising between Buyer and Supplier for the supply of Components including all instructions, documents, specifications and drawings (if any) referenced therein. Where the context permits, the term Purchase Order shall include the applicable purchase agreement or other agreement that may reference these Terms and Conditions.

PURCHASE ORDER:

This Purchase Order sets out the general terms and conditions under which Supplier will provide Products and/or Services to Buyer. Supplier's partial or full performance or any indication thereof will be deemed acceptance of the terms and conditions of this Purchase Order thereunder. In cases where the Parties have agreed to terms and conditions regarding the Products and/or Services detailed within this Purchase Order. Buyer's offer to purchase Products and/or Services under this Purchase Order is strictly limited to the terms and conditions as set forth herein, in their original form. Buyer objects to and is not bound by, any term or condition that differs from or adds this Purchase Order as proposed or applied by Supplier, whether or not accepted in any form on the Purchase Order, unless such proposed change is specifically acknowledged to and agreed by Buyer in writing. All specifications, exhibits, drawings, or other documents, which are referenced in this Purchase Order, whether or not attached, are incorporated herein by reference. Any performance by Supplier prior to the issuance of this Purchase Order without receiving Buyer's prior written authorization to proceed, will be at Supplier's sole risk and expense. The proposal of additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this Purchase Order will be objected to and rejected, however, any such rejection will not operate as a cancellation of the Supplier's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the Products and/or Services offered.

NOTICES:

All notices and other communications under this Purchase Order will be in writing and will be deemed given: (i) when delivered personally by hand to an authorized representative of the other Party; (ii) when sent by electronic means to an authorized representative or established point of contact; and/or (iii) by overnight courier, in each of case with confirmation of receipt. Routine communications, including the issuance of Purchase Orders or delivery schedules may be accomplished by electronic mail to the person and at the address provided for in the course of business, without confirmation of receipt.

**INSPECTION:**

Seller and Seller's subcontractors and agents shall maintain quality control and inspection systems satisfactory to Signature plating. At all reasonable times, including the period of manufacture, Signature plating may inspect and test the Supplies and component parts thereof, and inspect the involved plants of Seller and Seller's subcontractors or agents. Reasonable facilities and assistance for safe and convenient inspection or test shall be provided without cost to Signature plating. Seller will provide test specimens for Design Approval, inspection, verification, Investigation or auditing. Seller, at no expense to Signature plating, shall promptly comply with any written directions by Signature plating reasonably necessary to correct deficiencies in such systems or in the manufacture of the Supplies or the Supplies themselves.

MATERIALS, TOOLS, EQUIPMENT AND FACILITIES:

(a) Supplier shall furnish all materials, tools and equipment necessary for it to fulfill this Purchase Order ("Equipment"). Supplier represents that it now has, or can readily procure without assistance from Buyer, all Equipment and the facilities necessary for the performance of this Purchase Order.

(b) Any Equipment or facilities furnished to Supplier by or on behalf of Buyer or purchased by Buyer from Supplier (by a separate Purchase Order or as an item under this Purchase Order) for use in connection with the performance by Supplier hereunder and any improvements thereto or replacements thereof shall be held by Supplier as Buyer's property and shall not be used by Supplier except for the sole purpose of Supplier's performance under this Purchase Order. Supplier shall account for all Equipment so furnished to Supplier and/or purchased by Buyer. Buyer does not warrant any aspect of the Equipment. If requested by Buyer, Supplier shall execute a bailment agreement in a format acceptable to Buyer evidencing Buyer's ownership of the Equipment. Supplier may not deliver custody of any Equipment to any person or entity other than Buyer without Buyer's prior written permission. Buyer may enter Supplier's premises at any reasonable time to inspect the Equipment and Supplier's records with respect thereto.

(c) All of said furnished and/or purchased Equipment and facilities held by Supplier for use by Supplier in connection with performance under this Purchase Order shall be satisfactorily marked, segregated or otherwise clearly identified by Supplier as property of Buyer and/or others (as the circumstances may require). Supplier shall keep such Equipment in good condition and repair and shall be returned by Supplier, at Buyer's request and at Supplier's expense, in as good a condition as when received except for reasonable wear and tear and except to the extent that such Equipment has been incorporated in Components furnished by Supplier pursuant to this Purchase Order or has been properly consumed in the normal performance of work hereunder. Supplier may not deliver custody of any Equipment to any person or entity other than Buyer without Buyer's prior written permission. Buyer may enter Supplier's premises at any reasonable time to inspect the Equipment and Supplier's records with respect thereto.

(d) While in Supplier's custody and control, all of said furnished and/or purchased Equipment and facilities so held shall be held at Supplier's risk and Supplier is responsible for paying all personal property taxes that accrue on Equipment in Supplier's possession. Supplier shall keep such Equipment insured at not less than replacement cost thereof. All such insurance coverage shall provide that payments for loss thereof and damage thereto shall be paid to Buyer. Supplier shall furnish such evidence of insurance as Buyer may require. Supplier shall make no charge for storage, maintenance or retention of Equipment.



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ACCEPTANCE OF AGREEMENT(S) BY SELLER:

Acceptance of this Agreement(s) by Seller is required on the attached acceptance copy, which must be signed by Seller and returned immediately. However, any conduct by Seller recognizing the existence of an agreement also shall be deemed an acceptance, without exception, of the terms of this Agreement(s). Any addition to, or other modification of, these terms, or in quantities, prices or deliveries contained in any acknowledgment, invoice, or other form of communication from Seller, irrespective of whether communicated to Signature plating before or after receipt by Seller of this Agreement(s) or of any Supplies ordered, is hereby objected to and rejected, and shall be of no effect, notwithstanding Signature plating's acceptance of delivery or payment for such Supplies. The terms and conditions of this Agreement(s) may only be amended or modified in writing, acknowledged and signed by an authorized Signature plating representative. Any claim by Seller that this Agreement(s) has been amended or modified except in compliance with the preceding sentence, shall give Signature plating the right, at its election, to All Design changes shall be submitted in writing via a Letter or email to Signature plating Engineering with copies to Signature plating Purchasing and Quality rescind this Agreement(s), regardless of whether the Supplies ordered have been delivered to Signature plating.

ASSIGNMENT:

Supplier shall not assign, delegate, novate, transfer or otherwise transfer its obligations, in whole or in part, under the Purchase Order or any affiliated Purchase Order without the prior written consent of Buyer. Any aforementioned assignment or transfer obligations and rights without the prior written consent of Buyer shall be null and void and deemed a material breach of this Purchase Order affording all termination for default rights

SPECIAL TOOLING:

All required tooling will be provided to Signature Plating with prior approval.

Supplier will have an inspection system capable of providing one hundred percent (100%) inspection. Supplier is further required inspect and otherwise verify that all Products and/or Services, including those components procured from or furnished by others, comply with the requirements of the Purchase Order prior to shipment. Supplier is responsible for all tests and inspections. Supplier agrees to furnish copies of test and/or control data upon request to Buyer, including a statement that is signed and dated, on the packing sheet stating that Supplier's quality assurance department has inspected the Products and/or Services and they adhere to all applicable drawings and/or Specifications.

QUALITY:

Unless otherwise agreed or detailed within this Purchase Order, Supplier will at all times Supplier must remain in compliance with the current revision of Buyer's AS9100 quality document and/or other requirements. Buyer, within the inspection rights of this Purchase Order, may assess and inspect Supplier's adherence the quality requirements imposed by it under this Purchase Order or any affiliated Purchase Order. Whenever stated the Supplier will use customer designated or approved external providers, including process sources. Supplier will ensure that personnel are aware of their contribution to products or service conformity, contribution to product safety and the importance of Ethical behavior. Upon request, Seller shall provide Signature plating, without cost to Signature plating, written or oral reports relating to the status of Seller's performance hereunder. Neither any inspection, testing, delivery nor payment for the Supplies delivered hereunder shall constitute acceptance thereof, as the supplies are subject to final inspection, test, and acceptance at the destination stated herein.



COUNTERFIT PARTS:

Supplier warrants that it will not furnish “Counterfeit Parts” to Buyer, defined as Products, parts, subcomponents, or materials that may be an unapproved copy and/or substitute of the aforementioned items. Counterfeit Parts include items that are re-worked, re-labeled, refurbished items, or those that failed the original testing, verification, and quality standards of the original manufacture. Counterfeit Products will be deemed a non-conformity. Supplier is required to disclose to Buyer the original source and participate in any investigations or proceedings.

1. Seller will immediately notify Signature plating in writing of any material or component escapes. Escapes are any material or component issue that may result in performance or airworthiness issues, FAR non-compliance, or non-conforming aircraft products as defined below:
 - (a) Material or component issues that might affect the item’s ability to perform to original specifications.
 - (b) Airworthiness of the component or end use product in question.
 - (c) FAR non-compliance has been identified with components.
 - (d) Non-conformance to original specification (component or material does not conform to engineering specification, drawing or document).
2. Seller notification of escapes shall include the following:
 - (a) “What, why, how and when” information about the escape.
 - (b) Inspection methods, or if removal is required, NDT standards, tools and inspection resources.
Include serial numbers or batch numbers to identify parts.
 - (c) State urgency and recommended time to comply.
 - (d) Give replacement or return guidance, including turn times and pool availability.
 - (e) State actions being taken to prevent recurrence.
 - (f) State if Airworthiness issue, Quality issue, FAR non-compliance, non-conformance, or combination.
 - (g) Provide a draft Service Bulletin, if applicable. In those cases where Seller has Material Review Board (MRB) authority and the escape disposition meets type design, then a separate submission, other than MRB with the component, is not necessary.

WARRANTY:

Seller warrants that the Supplies shall conform strictly to all requirements hereof including, without limitation, specifications, drawings, samples and other referenced descriptions and technical documents, and shall be of good material and workmanship (including design, if Seller is responsible there for) and free from other defects.

The above warranty shall expire after a period of (72) months from the date of shipment, or (36) months from the date of delivery of the aircraft to the operator unless otherwise noted on the face of this Agreement(s).

CHANGES:

Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, method of transportation or other terms of this Agreement(s), which changes Signature plating shall document in writing (an “Amendment”). Seller shall proceed promptly to make such changes in accordance with the terms of such Amendment. If an Amendment causes an increase or decrease in the cost of performance of



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this Agreement(s) or in time required for performance, an equitable adjustment may be made, as applicable, to the price and/or the delivery schedule of the affected performance and this Agreement(s) shall be amended in writing accordingly. Any claim by the Seller for an equitable adjustment under this clause must be asserted in writing within thirty (30) days from the date of the Amendment or Signature plating shall not be obligated to consider Seller's claim for an equitable adjustment. In no event shall Signature plating be liable for any claim for an increase in price after payment for the Supplies. If Supplies are made obsolete as a result of an Amendment, Signature plating shall have the right to prescribe the manner of disposition of such Supplies.

Buyer maintains the right of access by their organization, their customer, and regulatory authorities to all Supplier's facilities involved in the Purchase Order and to all applicable records and may require Supplier to flow down to its sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required. (d) Supplier shall seek Buyer's advance written consent of any plan to change to (i) Component manufacturing process; (ii) the tooling being used in the manufacture of Components; (iii) third party suppliers or outside processes; or (iv) the location of Component manufacturing to another Supplier facility (Supplier shall provide certificates of conformance with Components supplied, plus any other reasonable documentation requested by Buyer. Supplier shall retain all underlying documentation that forms the basis of such certificates for a period of ten (10) years from the date of issuance of each certificate. Original manufacturer's certificates of compliance are required for all Components and all raw materials used in the manufacturing of Components. Buyer reserves the right to return Components at Supplier's expense if Supplier has not provided required documentation within fifteen (15) days of delivery. If Supplier is found to have substituted or supplied incorrect Components or raw material, all costs or expenses incurred by Buyer associated with repair, replacement, recall or removal of such Components shall be paid by Supplier.

AUDIT:

Supplier will grant access to Supplier their customers and the regulatory authorities or subcontractors' premises, records, and documentation, including inspections, surveillance and tests and to review procedures, practices, processes, data, equipment, and personnel related to quality assurance, quality control, flight safety, or configuration control.

STANDARDS OF BUSINESS CONDUCT:

Supplier shall have and adhere to a code of conduct or policy statement regarding business conduct, ethics and compliance that meets or exceeds the principles and expectations set forth in Buyer's Standards of Business Conduct.

COMPLIANCE WITH LAW:

(a) Supplier warrants that the performance of any work pursuant to this Purchase Order is and shall, in all respects be in strict compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, or other legal requirements that now govern or may hereafter govern the manufacture, sale or delivery of the Components contemplated by this Purchase Order including but not limited to any applicable laws relating to basic working conditions and human rights, slavery or human trafficking. Supplier represents that it will not furnish or supply "counterfeit goods" to Buyer including but not limited to the Components or materials or sub-components of Components. Supplier's violation of any applicable laws relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Supplier's performance of work pursuant to this Purchase Order, shall



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be deemed a material breach of this Purchase Order giving Buyer the right to cancel any undelivered portions of this Purchase Orders for cause and Buyer may also exercise any other rights it may have at law, equity or under these Terms and Conditions for Supplier's breach. Supplier agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws and regulations in such form as Buyer may require. Supplier agrees to indemnify and hold Buyer harmless from any liability arising from any failure of Supplier to comply with such laws and regulations. Supplier agrees to obtain all necessary permits and licenses at its expense. (b) In performing the obligations of this Agreement, Supplier will comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, technical data or services, including without limitation the United States Export Administration Regulations ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States Foreign Corrupt Practice Act, the United States Arms Export Control Act and regulations and orders administered by the United States Treasury Department's Office of Foreign Assets Control (collectively, "Export/Import Laws").(c) Supplier shall obtain all export or import authorizations, permits and licenses at its expense, which are required under the Export/Import Laws to execute its obligations under the Purchase Order. Supplier shall at its own expense to support Buyer in obtaining any necessary licenses or authorizations required to perform its obligations under the Purchase Order. Support shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates. (d) Supplier shall, upon request, notify Buyer of the export classification (e.g., the Export Control Classification Numbers ("ECCN"), Harmonized Tariff Schedule ("HTS") code or U.S. Munitions List ("USML") category and subcategory) for such goods, software, technology, technical data or services as well as the export classification of any components or parts thereof if they are different from the export classification of the goods, software, technology, technical data or services at issue. Supplier acknowledges that this representation means that an official capable of binding the party providing such goods, software, technology, technical data or services knows or has otherwise determined the proper export classification. (e) If Supplier delivers Components to Buyer that are shipped directly to Buyer where Buyer is the importer of record into the United States and its insular possessions, Supplier agrees to, upon request, complete Buyer's Customs-Trade Partnership Against Terrorism ("C-TPAT") Security Self-Assessment Questionnaire. (f) In addition, Supplier shall comply with all applicable country laws relating to anti-corruption or antibribery, including but not limited to (i) the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Supplier is within the jurisdiction of the United States; (ii) the United Kingdom's Bribery Act 2010 (the "Bribery Act"); and (iii) legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention. In addition, Supplier shall neither directly nor indirectly, pay, offer, give, nor promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. (g) Supplier shall disclose to Buyer any "conflict minerals" (as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the SEC rules implementing the requirements of Section 1502 (collectively, the "Conflict Minerals Rules")) that are contained in the Components prior to delivering such Components to Buyer. If any of the Components contain conflict minerals, Supplier shall, at Buyer's request, cooperate in good faith and provide sufficient information to enable Buyer to conduct a "reasonable country of origin inquiry" regarding these conflict minerals in a manner that satisfies Buyer's obligations under the Conflict Minerals Rules and, in the event that the conflict minerals contained therein come from



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the "Covered Countries" (as defined in the Conflict Minerals Rules), Supplier shall cooperate in good faith and provide sufficient information to enable Buyer to conduct the due diligence investigation required under the Conflict Minerals Rules and to provide the necessary information in a conflict minerals report required under the Conflict Minerals Rules. In addition to these specific inquiries, Supplier shall cooperate in good faith and provide all information that is reasonably requested by Buyer in connection with its compliance with the Conflict Mineral Rules. As a material condition of this Agreement, Supplier agrees that it shall only source conflict minerals contained in Components from "DRC conflict free" sources (as defined in the Conflict Minerals Rules). Notwithstanding anything in this Agreement to the contrary, unless Buyer is satisfied, in its sole discretion, that conflict minerals contained in the Components are DRC conflict free, Buyer shall have the right to reject such Components and seek alternative sources and cover damages for such Components. (h) If a Purchase Order is for a contract or subcontract with the U.S. government, then the following applies: "The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (EO13496), and the implementing rules and regulations of the Office of Federal Contract Compliance Programs (41 CFR, Chapter 60) are incorporated herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability."

(i) Supplier warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives or any gratuity or political contribution to any Government officials or political party with a view toward securing this Purchase Order or securing favorable treatment.

GOVERNING LAW:

This Purchase Order and the contract between the parties evidenced hereby shall be deemed made in the State (Texas) specified in the address of Seller identified on the face sheets of this Purchase Order and any action arising out of or related thereto, including tort claims, shall be construed and interpreted solely in accordance with the laws of such State disregarding any conflict of law provisions that may require the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply. Venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of these Terms and Conditions or the Purchase Order shall also lie within the state of Texas (Buyer). Pending any prosecution, appeal, or final decision of any dispute, or the settlement of any dispute arising under the Purchase Order or these Terms and Conditions, Supplier shall proceed diligently, as directed by Buyer, with performance of the Purchase Order. In no event shall Supplier commence any action arising out of the Purchase Order or the contract between the parties later than one year after the cause of action has accrued.

FORCE MAJURE:

"Force Majeure Event(s)", mean, and include without limitation: (i) acts of God, including fires, floods, earthquake and/or epidemics; (ii) war and/or revolution; (iii) any acts or cause attributable to Buyer's customer(s); (iv) riots, civil unrest, and/or acts of terror; and/or (v) any acts of government, including sanctions and/or embargos. To qualify as a Force Majeure such



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events must be unforeseeable, unavoidable, outside of a Party's control, and to have occurred without contribution or negligence of the claiming Party. The Parties acknowledge and agree that they are required and will continue to perform any and all obligations under the Purchase Order that remain unaffected by a Force Majeure Event. Neither Party shall be liable nor considered in breach of this Purchase Order to the extent that the performance of either Party's obligations under the Purchase Order are inhibited or prevented by any Force Majeure Event that may arise subsequent to the Effective Date of this Purchase Order and/or any affiliated Purchase Order ("Force Majeure"). A Force Majeure for Supplier is exclusively granted if notice is received by Buyer within two (2) days of such Force Majeure Event. Protections and/or rights set forth under this article of the Purchase Order shall be deemed inapplicable to any failure or delay in the performance any of the Supplier's obligation due to any of its own acts, omissions, and or negligence; further, the applicability of force majeure protections and/or rights shall not extend any failure in performance due to any subcontractor or sub-supplier of Supplier. Further, Supplier acknowledges and agrees that Covid-19 is a known event as of the execution of this Purchase Order and therefore any effects of such will not constitute a Force Majeure event, except with respect to any government imposed restrictions

PUBLICITY:

Supplier, and its subcontractors and their suppliers, will not release any publicity, advertisement, news release, denial or confirmation, regarding this Purchase Order, the program to which it pertains, or the Product(s) and/or Service(s) provided without Buyer's written approval. Failure to adhere to this article will constitute a breach of contract and Buyer will be entitled damages resulting from such breach.

NO WAIVER:

No action or failure to act by Buyer pursuant to this Purchase Order, including any investigation by or on behalf of Buyer, will be deemed to constitute a waiver of compliance with any provision contained herein. Any waiver by Buyer of a breach of any provisions of obligations under this Purchase Order must be in writing, and will not operate or be construed as a further or continuing waiver of such breach, as a waiver of any other or subsequent breach, and/or a waiver of any rights or remedies entitled to Buyer in contract, law, or equity. No failure or delay on the part of Buyer to exercise any right, power or remedy will operate as a waiver thereof, nor will any single or partial exercise of the same by Buyer preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

SEVERABILITY:

If any term contained within this Purchase Order or any other component of this Purchase Order is deemed to be invalid, illegal, or incapable of being enforced by law or public policy, all other terms of this Purchase Order will remain in full force and effect. Upon any such determination, the Parties will negotiate in good faith to modify the remaining terms so as to affect the original of the Parties or original function of the terminated article(s).

SURVIVAL:

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Purchase Order or any Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive any cancellation, termination or expiration of this Purchase Order, Purchase Orders, any assignment of this Purchase Order or any payment and performance of any or all of the other obligations of the Parties hereunder. Termination or cancellation of any part of this Purchase



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Order will not alter or affect any part of this Purchase Order that has not been terminated or cancelled.

TERMS OF CONSTRUCTION:

The recitals and headings in this Purchase Order are for convenience only and will not affect the interpretation of this Purchase Order or its legal effect and references to one gender will include other genders and the singular will include the plural (and vice versa), unless otherwise stated. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words which precede those terms. Any and all rights and/or remedies available to Buyer in contract, law, or in equity are cumulative in nature. The exercise of any right or remedy shall not be at the exclusion or construed as a waiver of any other terms and conditions, rights, and/or other remedies. Further, without prejudice to any other right or remedy, in contract, law and/or in equity, Buyer may withhold, deduct, and/or set off any amount owed at any time from Supplier to Buyer against any and all amounts payable by Buyer to Supplier. Time is of the essence of this Purchase Order and all provisions hereof will be so interpreted. Every covenant, term, and provision of this Purchase Order will be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of construction requiring a Purchase Order to be strictly construed against the drafting party), it being understood that the Parties to this Purchase Order are sophisticated and have had adequate opportunity to retain counsel to represent their interests and to otherwise negotiate the contents of this Purchase Order