



DEECO METALS OF SOUTH CAROLINA INC.

TERMS & CONDITIONS POLICY

1. ANY ACCEPTANCE OF THIS OFFER IS LIMITED TO ACCEPTANCE OF THE EXPRESS 1TERMS AND CONDITIONS CONTAINED HEREIN AND, IN ANY QUOTATION, AND/OR SALES ORDER ACKNOWLEDGEMENT WHICH IS ISSUEID BY SELLER. ANY PREVIOUS OFFERS MADE BY BUYER, WHETHER WRITTEN OR VERBAL, NOT ALREADY EXPRESSLY ACCEPTED BY SELLER IN WRITING ARE HEREBY OBJECTED TO AND REJECTED. IN NO EVENT SHALL THIS OFFER BE DEEMED AN ACCEPTANCE OF ANY PRIOR OFFER BY BUYER. THE TERMS AND CONDITIONS BELOW SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY CONFIRMATION OR PURCHASE ORDER, OR OTHER WRITING THE BUYER MAY GIVE OR RECEIVE, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS, TERMS OR CONDITIONS SHALL BE BINDING ON THE SELLER UNLESS ACCEPTED BY THE SELLER IN A WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS OFFER AND ACKNOWLEDGES SUCH MODIFICATIONS OR REVISIONS. ONCE THIS OFFER IS ACCEPTED BY BUYER, THIS ORDER MAY BE CANCELED ONLY WITH SELLER'S WRITTEN CONSENT AND UPON TERMS THAT WILL INDEMNIFY SELLER AGAINST ANY AND ALL LOSS. SELLER'S COMMENCEMENT TO PROCURE THE GOODS OR SHIPMENT OF THE GOODS WHICH ARE THE SUBJECT OF THIS OFFER SHALL BE DEEMED AN EFFECTIVE MODE OF ACCEPTANCE OF THIS SALES ORDER BY BUYER, UNLESS BUYER, WITHIN A COMMERCIALY REASONABLE TIME AFTER BUYER BECOMES AWARE, OR SHOULD HAVE BECOME AWARE, OF SELLER'S COMMENCEMENT TO PROCURE THE GOODS HEREIN OR OF SHIPMENT OF SUCH GOODS NOTIFIES SELLER IN WRITING THAT BUYER OBJECTS TO AND REJECTS THIS OFFER. THIS OFFER IS SUBJECT TO SELLER'S CREDIT APPROVAL OF BUYER. TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY DEECO IN WRITING.

2. BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of Deeco's order acknowledgment without written objection sent to Deeco within five (5) days after receipt of the order acknowledgement, (2) instructing Deeco to begin work or ship any of the Products or Service Items after receipt of Deeco's order acknowledgement, (3) acceptance of or payment for all or any part of the Products or Services, or (4) taking any other action evidencing Buyer's acceptance of the benefits of the agreement between the parties. Deeco may commence performance in reliance upon Buyer's acceptance of these terms and conditions, and Deeco will not be obligated to fulfill an order or request for the Products or Services unless Deeco affirmatively acknowledges the order. BUYER AND DEECO AGREE THAT THESE TERMS AND CONDITIONS ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE CONTROLLING AND FINAL TERMS AND CONDITIONS.

3. Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at time of delivery. Unless expressly provided otherwise, the prices referred to herein shall not include any charges for freight, transportation, custom duties, tariffs, import or other taxes, insurance or any other charges. Such charges and/or taxes shall be the sole responsibility and shall be borne exclusively by Buyer.

4. All invoices submitted by Seller to Buyer shall be payable net within 30 days. If payment is not received within the prescribed period, interest shall accrue on any unpaid balance from its due date until payment is made at the rate of 1.5% per month. Seller shall retain a security interest in the goods shipped to Buyer until the entire balance of the price of such goods and all other monies then due are paid in full. In the event Buyer defaults on any payment or makes an assignment for the benefit of creditors, or if a preceding insolvency or bankruptcy is initiated by or against the Buyer, whether voluntary or involuntary, Seller shall have the right to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and remove and/or repossess goods which may be stored with the seller for the Buyers account, without the necessity of taking any proceedings and to take such other action as may be necessary to protect its security interest, including any other remedies Seller may have by operation of law or otherwise. All expenses including court and reasonable attorney's fees that are incurred in the enforcement of this Agreement will be the sole responsibility of Buyer.

5. All goods shall be shipped F.O.B. Seller's point of shipment. Risk of loss shall pass to Buyer upon delivery to the first carrier or shipper. Seller shall not be responsible for any delay or for any consequence of any delay in the delivery of the goods, when such delay is due to strike, fire, and government action, the fault of Sellers source of supply or of any transportation company, or any other cause or causes beyond the reasonable control of the Seller.

6. Seller warrants that the goods supplied hereunder shall conform at time of delivery to the written specifications accepted by the Seller, if any, subject to Seller's standard tolerance for variation. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SHALL BE, AT SELLER'S OPTION, CREDIT OR REPLACEMENT OF THE NONCONFORMING GOODS. FURTHERMORE, SUCH WARRANTY SHALL BE NULL AND VOID AND SHALL NOT APPLY TO ANY GOODS WHICH ARE (i) ALTERED, MODIFIED, DAMAGED REPAIRED, ABUSED OR MISUSED (WHETHER INTENTIONALLY OR ACCIDENTALLY) BY ANY PERSON OTHER THAN SELLER OR ITS AGENTS OR (ii) NOTWITHSTANDING ITS NONCONFORMITY, ARE USED OR OTHERWISE ACCEPTED BY BUYER OR BUYER WAIVES ITS CLAIM FOR REJECTION UNDER THE PROVISIONS OF THE SALES ORDER. THE FOREGOING WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. SELLER SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF ANY TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN, INSTALLATION OR USE OF THE GOODS SOLD HEREUNDER.

7. Buyer may reject any shipment of any goods to the extent such shipment does not conform in any material respect with the written specifications accepted by Seller, if any. In order to reject a shipment, Buyer must give written notice to Seller within 10 days after receipt of the shipment. If notice is not received within the prescribed period, then Buyer shall be determined to have accepted the shipment of the goods. If notice is received and Seller confirms the nonconformity, Seller shall, at its sole option, either replace the nonconforming goods with conforming goods or credit to Buyer the purchase price therefore.
8. Buyer shall indemnify, defend and hold Seller harmless from and against any and all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and costs) incurred and/or paid by Seller resulting from or arising out of or in connection with (a) any representation or warranty made to any third party by Buyer, its affiliates, agents, distributors or employees which is not expressly authorized by Seller in writing, and (b) any claims asserted or actions filed against Seller by a third party, including claims for personal injury or property damage, except if liability for such claims or actions arises from the willful misconduct of Seller. Buyer agrees to carry and maintain, at all times after this sale products liability insurance in an amount of not less than \$1,000,000 to cover products liability claims with respect to all semi-finished or finished products in which the goods subject to this sales order may hereinafter form a part of, and will if requested to do, name Seller as additional insured and furnish Seller with proper evidence of such coverage.
9. This Agreement and the performance of any obligations hereunder, may not be assigned by Buyer without the prior written consent of Seller. If any part of this Agreement shall be held unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of South Carolina as if the Agreement was performed wholly within the State of South Carolina and without regard to its conflict of law principles. Buyer hereby consents to the jurisdiction of the courts of the State of South Carolina and the Federal District Court for the District of South Carolina. Buyer shall comply with all laws, regulations and/or other requirements of local, state and federal governments in connection with its performance hereunder.
10. ENTIRE AGREEMENT. Except as otherwise agreed to by Deeco in writing, the terms and conditions set forth herein, together with Deeco's quotation, order acknowledgement, or a separate written and signed Agreement, as applicable, shall constitute the complete, final and exclusive Agreement between Deeco and Buyer (hereinafter, this "Agreement"), superseding completely any prior oral or written communications. Further the Agreement may not be modified orally but only in a writing duly executed by both parties.
11. MODIFICATION. No modification of this Agreement or waiver of any of its terms will be binding on Deeco unless clearly expressed in writing and signed by an authorized representative of Deeco. This paragraph excludes, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade. Deeco and Buyer expressly agree that Deeco may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.
12. DELIVERY. Delivery dates are approximate. The failure to meet an indicated delivery date will not constitute a breach of this Agreement. In no event shall Deeco be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery. If Deeco's production or delivery is delayed, Deeco may allocate production and delivery among its customers in a manner it deems reasonable. Deeco reserves the right to change or re-designate any product source listed in this Agreement. ACCEPTANCE OF THE PRODUCTS OR SERVICE ITEMS BY BUYER UPON DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY OR PERFORMANCE.
13. SHIPMENT AND RISK OF LOSS. All deliveries are facility freight prepaid or freight collect to destination. Unless otherwise agreed in writing, Deeco may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If Buyer desires to pick up the Products or Service Items at Deeco's facility, Buyer must contact Deeco to arrange a mutually convenient time for pick up. Buyer shall indemnify and hold harmless Deeco from and against any claims, damages or liabilities suffered by Deeco resulting from any acts or omissions of carrier. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Deeco's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Deeco or deduct from amounts owing to Deeco.
14. DELAYS AND CANCELLATIONS BY BUYER. "Delay/Cancellation Costs" include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by Deeco in connection with a delay or cancellation of an order for the Products. The "Firm Order Period" is determined according to, as applicable, the quotation, order acknowledgement or separate written and signed agreement. If there is no quotation, order acknowledgement or separate written and signed agreement, or if none of those items specifies the Firm Order Period, the Firm Order Period will be determined according to Deeco's then current cancellation and order book management policy. If a Firm Order Period cannot be determined in any of the preceding methods, the entire order will be considered to be within the Firm Order Period. Buyer is not entitled, without Deeco's prior written consent, which may be withheld or conditioned in Deeco's sole discretion, to cancel or delay a delivery of the Products or Services for all or any part of an order within the Firm Order Period. Deeco may treat as a cancellation any proposed delay greater than 60 days. If Deeco consents to the cancellation or delay, Buyer shall pay a cancellation or delay charge in an amount determined in Deeco's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products or Service Items, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance. In the case of cancellation, the charge may also include, at Deeco's sole discretion, a reasonable and equitable profit for Deeco. If Deeco's work on an order requires material from Buyer or a third party selected by Buyer, and Deeco does not timely receive material that strictly conforms to Deeco's requirements, including chemical composition, physical properties and dimensions, Deeco may delay performance of or cancel the order without liability, and Buyer shall compensate Deeco for all Delay/Cancellation Costs, including for costs incurred and time expended working on non-conforming material.
15. SPECIFICATIONS. The material specifications, quality requirements, or any other aspect of the Products or their manufacture (the "Product Specifications") is controlled by Deeco's quotation, order acknowledgement, or separate written and signed Agreement. If any of the Product Specifications in Deeco's quotation, order acknowledgement, or separate written and signed Agreement differ materially from the Product Specifications requested by Buyer, Deeco may, in its sole discretion, require that Buyer provide a written acknowledgment and acceptance of the Product Specifications in Deeco's quotation, order acknowledgement, or separate written and signed Agreement prior to the manufacture or delivery of the Products or Service Items. Buyer is not entitled, without Deeco's prior written consent, which may be granted or withheld in Deeco's sole discretion, to make any changes to Product Specifications in Deeco's quotation, order acknowledgement, or separate written and signed agreement. If Deeco consents to the change, Deeco may condition its consent on Buyer's

Agreement to price adjustments and other compensating payments satisfactory to Deeco. In addition to all other remedies available to it under applicable law, Deeco may refuse to comply with any change to which Deeco has not given its prior written consent.

16. **PURCHASE PRICE.** The purchase price of the Products shall be as stated in Deeco's quotation, order acknowledgement, or separate written Agreement signed by an authorized representative of Deeco, as applicable. Unless agreed by Deeco in writing, the purchase price does not include shipment costs. If the Products are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. Deeco may adjust prices, in its sole discretion, if the circumstances do not coincide with the forgoing assumptions. In addition, Deeco may at any time adjust prices based on changes to energy costs, raw material costs, labor costs and exchange rates.

17. **TAXES.** Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments or other charges of any kind imposed by any federal, state, municipal or other governmental authority which Deeco is required to collect or pay with respect to the provision, production, sale or shipment of the Products or Services shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Deeco for any such payments made by Deeco. Buyer hereby affirms that it is purchasing the Products referenced herein for resale, and/or that Buyer is not the end user of the Products, so as to be exempt from any otherwise applicable sales tax.

18. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Deeco shall have the right to: (a) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (b) declare all unpaid amounts for the Products delivered immediately due and payable, and (c) withhold further deliveries. If Deeco elects to proceed with an order after the suspension of performance, Deeco shall have an extension of time for performance as is necessitated by the suspension. Deeco shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products or Service Items already delivered or in process. Buyer shall reimburse Deeco for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

19. **SETOFF.** Deeco shall have the right to credit toward the payment of any monies that may become due Buyer hereunder any amounts which may now or hereafter be owed to Deeco or any of its subsidiaries or affiliates. Buyer shall pay Deeco's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by Deeco. In the event Deeco provides Buyer with a credit, Buyer must use the credit within one year of the date it is issued. Any credits not used within one year of date of issuance shall be forfeited by Buyer.

20. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Deeco against the amount owing by Buyer with full reservation of all Deeco's rights and without an accord and satisfaction of Buyer's liability.

21. **NON-CONFORMING GOODS.** No claim for damages for non-conforming Products or Service Items will be allowed unless Buyer provides Deeco with written notice of the claim within thirty (30) days of the date the Products or Service Items were delivered to Buyer. To assert such a claim, Buyer must (a) at Deeco's request, return to Deeco 100% or, if agreed by Deeco, a lesser but still statistically relevant percentage of the Products or Service Items claimed to be non-conforming, and (b) provide reasonable evidence to support the claim, including, if requested by Deeco, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. Products or Service Items for which damages are claimed shall not be returned, repaired, or discarded without Deeco's prior written consent. If requested by Deeco, the non-conforming Products or Service Items must be returned to Deeco at Buyer's expense within ten (10) days of Deeco's request. No claims, rejections or returns for non-conforming Products or Service Items will be permitted unless Buyer cooperates in full of Deeco's technical personnel to determine the cause of the non-conformance.

22. **INTELLECTUAL PROPERTY.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of Deeco's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or the efforts of Deeco and Buyer will be owned exclusively by Deeco, and Buyer shall reasonably cooperate with Deeco in confirming that result.

23. **CONFIDENTIALITY.** Any pricing or other sensitive commercial information provided by Deeco to Buyer is proprietary to Deeco and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without Deeco's prior written consent. Buyer shall be liable for any loss to Deeco or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision. Directors, officers, employees, agents, successors and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by Deeco arising out of (a) Buyer's breach of its obligations hereunder, (b) Buyer's negligence or misconduct, or (c) Buyer's misuse or misapplication of the Products or Service Items or damage to the Products or Service Items caused by Buyer or its employees, agents or customers.

24. **FORCE MAJEURE.** Deeco shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances regardless of whether or not Deeco is capable of settling such strike or disturbance; mill or facility conditions; temporary or permanent mill or facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; epidemics; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order; or any other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.

25. **GOVERNING LAW; FORUM SELECTION.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts having authority over the territory of Greenville County South Carolina, for any litigation which may arise out of or be related to this Agreement or the purchase or use of the Products or Services. Any action brought in any such court may not be transferred or removed to any other court. Buyer waives any objection based upon forum non-convenience or any objection to venue of any such action.

26. **STATUTE OF LIMITATIONS.** BUYER AND DEECO AGREE THAT, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SALE OF THE PRODUCTS OR SERVICES MUST BE BROUGHT WITHIN ONE YEAR AFTER THE DATE ON WHICH THE

PRODUCTS OR SERVICE ITEMS IN QUESTION WERE DELIVERED TO BUYER OR THE DATE ON WHICH THE EVENT GIVING RISE TO THE ACTION OCCURRED, WHICHEVER IS EARLIER.

27. DISPUTE RESOLUTION. Buyer and Deeco will attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement or the breach thereof. If a dispute should arise, BUYER AND DEECO AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BUYER AND DEECO FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and Deeco agree that the entire mediation procedure will be confidential. Buyer or Deeco must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five (45) days after the date such notice is given. The mediation shall be attended by representatives of each party with authority to resolve the dispute, and counsel for the parties shall not attend the mediation unless otherwise agreed to by the parties. Buyer and Deeco will jointly appoint a mutually acceptable and neutral mediator. If Buyer and Deeco are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or Deeco may apply to the American Arbitration Association for appointment of a mediator. The mediation shall be held in Greenville, South Carolina. Buyer and Deeco agree that the expenses of mediation shall be borne equally by both parties. Buyer and Deeco agree that arbitration will not be used to settle a dispute arising out of or relating to this Agreement or the breach thereof.

28. NONWAIVER. The failure of Deeco to enforce any of the provisions of this Agreement shall not be construed as a waiver of Deeco's right to enforce each and every provision hereof. Deeco reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of Deeco. Deeco's rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to Deeco.

29. ASSIGNMENT OR DELEGATION. Buyer shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of Deeco, and any attempt to do so will be ineffective.

30. NO THIRD-PARTY RIGHTS. This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect to this Agreement.

31. INDEPENDENT PARTIES. Deeco and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.

32. HEADINGS. The section Headings contained in this Agreement is inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

33. SEVERABILITY. If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.