

General Terms and Conditions for the Purchase of Goods and Services

1. Applicability

These General Terms and Conditions for the Purchase of Goods and Services (“**Terms**”) govern the purchase of Goods or Services by Buyer from Seller, whether such purchase is made pursuant to a Contract for Goods or Services and subsequent Release Orders or pursuant to a Purchase Order (such Contract for Goods or Services and subsequent Release Orders, or Purchase Orders accompanied by these Terms constitute the “**Agreement**”).

2. Definitions

The following terms will have the following meanings:

- a. “**Buyer**” means Puget Sound Energy, Inc.;
- b. “**Contract for Goods or Services**” means the agreement for the supply of Goods or Services by Seller to Buyer.
- c. “**Goods**” means the products, goods, information, drawings, documents and other items described in the Order;
- d. “**Indemnitees**” means Buyer, its affiliates, successors and assigns, and their respective directors, officers, employees, agents, representatives and customers;
- e. “**Order**” means either a Release Order or a Purchase Order, as issued by Buyer.
- f. “**Party**” means either Buyer or Seller, and “**Parties**” means both Buyer and Seller.
- g. “**Purchase Order**” means the written order for the one-time purchase of Goods or Services.
- h. “**Release Order**” means the written order for the purchase of Goods or Services referencing an executed Contract for Goods or Services.
- i. “**Seller**” means the person, partnership, corporation or other entity designated as the seller in the Order or Contract for Goods or Services;
- j. “**Services**” means all services to be provided to Buyer as described in the Order;

3. Inspection, Changes

- a. Inspection. Seller will arrange, carry out and finance the testing and inspection of Goods as designated by Buyer. Seller will provide Buyer with complete and up-to-date written reports of the tests and inspections, in the format Buyer may reasonably require. Buyer additionally reserves the right for it or its designee to inspect and test the Goods. Seller will provide Buyer sufficient, safe, and proper access, equipment and facilities for any such inspection or testing prior to shipment. No Goods will be deemed accepted prior to final inspection by Buyer at the destination specified in the relevant Order. Any inspection or other action by Buyer under this paragraph will not reduce Seller’s obligations under this Agreement.
- b. Rejection. If Buyer rejects any Goods that fail the inspection protocols set forth in the specifications appended to the Contract for Goods, do not comply with the warranties established by the manufacturer or set forth in this Agreement, or are otherwise non-compliant with the product specifications (“**Non-Conforming Good**”), Seller will have a reasonable time to correct the noncompliance; if Seller fails to correct the noncompliance within a reasonable time, Buyer may cancel the applicable Order as to the noncomplying Goods without any liability or obligation of, or cost to, Buyer with respect to such Goods and without prejudice to any other rights or remedies of Buyer with respect to such noncompliance (e.g., as to damages or cover). If requested by Buyer, Seller will promptly correct any Non-Conforming Goods that do not comply with any of the warranties set forth in these Terms. If Buyer requests Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the noncompliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof.
- c. Epidemic Failure. If inspection reveals Non-Conforming Goods provided at a rate equal to or in excess of [5%] of delivered Goods within any rolling [two month] period, regardless of cause (an “**Epidemic Failure**”), Seller will, at Buyer’s sole option (after consultation with Seller): (a) repair the Non-Conforming Goods; (b) ship a new (not used or refurbished) replacement of the Non-Conforming Goods with Goods that are not Non-Conforming Goods, or (c) provide Buyer a full refund of all amounts paid for the defective Goods including associated shipping and insurance costs. Seller will also assist Buyer in the technical resolution of the Epidemic Failure. Seller will be responsible and reimburse Buyer for all losses, liabilities, damages, and costs that Buyer incurs as a result of the Epidemic Failure, including with respect to any recalls. In addition, if Buyer requests, Seller will, at its expense, support and provide a sufficient volume of Goods to enable the replacement of the Non-Conforming Goods at Buyer-designated sites.
- d. Changes. Buyer may from time to time make changes in the requirements of an Order (including additions to or deletions from any Goods, changes in quantities, drawings and specifications and changes in shipment and delivery

dates) by giving Seller written notice of such changes. Seller will use commercially reasonable efforts to comply with such changes. If any such change causes an increase or decrease in the cost of or the time required for performance of an Order, an adjustment in the prices and schedule under an Order will be made to reflect such increase or decrease. Seller will make no substitutions without Buyer's consent. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Seller will immediately proceed with performance of the applicable Order in accordance with any notice from Buyer.

- e. **Termination.** Buyer may from time to time terminate an Order as to all or any portion of the Goods not then delivered to and accepted by Buyer by giving Seller written notice of such termination. In the event of any such termination, an equitable adjustment will be made in the prices payable under the applicable Order with respect to the terminated Goods; provided that such adjusted prices will in no event exceed the total prices otherwise payable under the applicable Order for the terminated Goods, less the sum of the estimated costs which would have been incurred by Seller to complete performance with respect to the terminated Goods and the reasonable value of the terminated Goods at the time of such termination. No such termination will relieve Buyer or Seller of any of their respective obligations under this Agreement or the applicable Order as to any Goods not terminated. If Buyer purports to terminate or cancel all or any part of an Order for Seller's breach or default, and it is determined that Seller was not in breach or default that would permit such termination or cancellation, then at Buyer's option, such termination or cancellation will be voided or deemed to have been a termination pursuant to this paragraph and the rights and obligations of the parties will be determined accordingly. Upon expiration or termination of the Term, the following provisions of these Terms will survive: Sections 4 (Price and Payment), 7 (Warranties), 8 (Indemnification), 10 (Infringement), 12 (Confidentiality), 13 (Miscellaneous).
- f. **Equitable Adjustment.** Seller must, within thirty (30) days after Seller's receipt of any notice of termination from Buyer that does not set forth an acceptable equitable adjustment, submit to Buyer a written statement of any adjustment claimed. Seller will not be entitled to any adjustment unless such written statement is submitted within such thirty (30) day period.
- g. **Restrictions.** In making any equitable adjustment, Seller will not be entitled to: (i) any profit on deleted or terminated Goods; (ii) any allowance for profit, overhead, underutilization of facilities or indirect costs related to deleted or terminated Goods; (iii) any reallocation of cost, overhead or profit; (iv) any increase in the prices for Goods not changed or terminated; (v) any price or other compensation for deleted or terminated Goods which are standard stock or off-the-shelf items of Seller or any of Seller's subcontractors or suppliers of any tier; or (vi) any compensation for materials, components, parts, equipment, or other items not purchased by Seller specifically for performance of the applicable Order. Seller will in any event use its best efforts to minimize any adjusted prices and will make available to Buyer for examination, copying and audit all records, receipts and other evidence of Seller's costs, together with such other information and documents as Buyer may reasonably request, to fully support and verify any adjustment. Seller will promptly repay to Buyer any amounts paid in excess of any adjusted prices. This Section 3 sets forth Buyer's entire liability and Seller's exclusive remedy for claims or damages related to Order changes or terminations by Buyer.

4. Price and Payment

- a. **Price.** The prices specified in the applicable Order constitute Buyer's total obligation to Seller for the purchase of Goods and Services; prices are subject to adjustment only if and as specifically provided in the applicable Order or in the Contract for Goods executed by the parties.
- b. **Invoices.** Seller will issue an invoice to Buyer no later than thirty (30) days after delivery and acceptance by Buyer of the Goods and Services in accordance with these Terms and those set forth in the applicable Order. In addition to the cost of Goods or Services, such invoice will include all applicable taxes, fees, assessments and other amounts payable to any governmental or regulatory authority as separate line items. All invoices will be in United States dollars. All invoices must adhere to requirements set forth by Buyer in the applicable Order and contain enough detail to allow Buyer to determine their accuracy.
- c. **Payment.** Unless otherwise specified in the Contract for Goods, correct and undisputed amounts will be paid within sixty (60) days of the later of (i) Buyer's receipt of such valid and correct invoices and any documentation, receipts and information reasonably requested by Buyer to verify the invoice, unless otherwise specified in an Order, or (ii) the date Buyer accepts the Goods or Services.
- d. **Payment Disputes.** In the event of a disputed invoice, Buyer will deliver a written statement to Seller, email to suffice, listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith. Seller will continue performing its obligations under the Agreement notwithstanding any such dispute. All claims for money due or to become due from Buyer will be subject to deduction or set-off by Buyer for any counterclaim arising out of this or another transaction with Seller. Payment of an invoice without asserting a dispute does not waive any of Buyer's claims or rights.

5. Delivery

Seller will handle, pack, mark and timely ship and deliver the Goods in accordance with the delivery instructions (e.g., carrier, insurance, shipping destination and delivery schedule) and in the quantities specified in the Order. Seller will package the Goods in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller will adhere to these and any other delivery requirements set forth on Buyer's external-facing website for suppliers, available at <https://cm.psepublic.loc/pages/contractors-and-suppliers/responsible-supplier-and-contractor-guidelines>.

6. Delays

Timeliness is important in the performance of Seller's obligations and the delivery of Goods and Services under an Order. If Seller encounters or anticipates any delay, Seller will promptly notify Buyer of the delay, the duration of the delay and the action being taken by Seller to overcome or mitigate the delay. If delivery of the Goods or provision of the Services is not completed by the time specified in the Order (or as otherwise agreed pursuant to this paragraph), Buyer reserves the right without liability, in addition to its other rights and remedies available to it, to terminate the Order by notice effective when received by Seller as to Goods not yet shipped and to purchase substitute Goods elsewhere and charge Seller for cover and any other losses incurred.

7. Warranties

- a. Compliance with Laws. Seller represents and warrants that it, the Goods and Seller's subcontractors and suppliers will comply with all laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority that are applicable to Seller, the delivery of Goods or performance of the Services (including such requirements as may be imposed upon Buyer and applicable to the Goods or Services). Seller will furnish such documents as may be required to effect or evidence such compliance. Seller further represents and warrants that it will comply with the terms of Seller's Responsible Supplier and Contractor Guidelines ("Contractor Guidelines"), which is available at <https://www.pse.com/pages/contractors-and-suppliers/responsible-supplier-and-contractor-guidelines> and other supplier policy, guideline or other documentation Buyer institutes from time to time, each of which is incorporated herein and made a part of this Agreement as if fully set forth herein. Buyer has entered into this Agreement with Seller based upon Buyer's reasonable belief that Seller adheres to the strictest of ethical standards. In connection therewith, Seller represents and warrants that it has reviewed Buyer's Corporate Ethics and Compliance Code, available at <http://www.pse.com/aboutpse/CorporateInfo/Pages/Our-Ethics.aspx>.
- b. Conflict Minerals. Seller represents and warrants that it is in full compliance with applicable laws and requirements relating to the sourcing of minerals in conflict-affected and high-risk areas ("Conflict Minerals"), including Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Section 13(p) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, and any other applicable governmental or industry guidelines or codes relating to Conflict Minerals and no Conflict Minerals from any restricted country as identified in applicable laws or regulations are incorporated in, or necessary to, the functionality or production of the Products (or any materials contained in the Products), unless specifically disclosed to Buyer and approved in writing by Buyer.
- c. Anti-Bribery, Anti-Corruption. Seller represents and warrants that it will not, and will ensure that its suppliers and subcontractors will not, directly or indirectly, offer, promise, authorize or give anything of value to a government official, a political party, a candidate for political office or any other person connected to a government in any way, or authorize the giving of anything of value to a government official, a candidate for political office, or any other person connected to a government in any way, for the purposes of: (i) influencing an act or decision of that government official (including a decision not to act) in connection with Buyer's business or in connection with Seller's business with Buyer or (ii) inducing such a person to use his or her influence to affect any government act or decision in connection with Buyer's business or in connection with Seller's business with Buyer. Seller further warrants that neither it nor any of its suppliers or subcontractors have offered or given, or will offer or give, any gifts or gratuities to Buyer employees, agents or representatives for the purpose of securing the Agreement or securing favorable treatment under the Agreement. In addition, Seller will notify Buyer immediately if any of its employees, officers or principals are officials or representatives of any government or are candidates for such government positions. Any breach of this provision by Seller or any of Seller's suppliers or subcontractors will constitute a material breach of this Agreement and will immediately entitle Buyer to terminate this Agreement, including any outstanding Order.
- d. Services. Seller warrants that all Services will be performed in a professional manner with professional skill and care and in compliance with this Agreement.
- e. Goods. Seller warrants that, for five (5) years from the date of delivery, all Goods: (i) will be free from any defects in design, materials and workmanship; (ii) will be provided with good and marketable title, free and clear of any and all liens and other encumbrances; (iii) all materials, components, parts and other items incorporated in the Goods will be new and of suitable quality for their intended purpose; (iv) the Goods will conform in all respects with the requirements of the applicable Order and Buyer's product specifications; and (v) the Goods will not infringe or

misappropriate any third party's patent or other intellectual property rights.

- f. Merchantability. Seller warrants that the Goods will be merchantable, and will be safe and appropriate for the purpose for which Goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose.
- g. Conformance to Samples and Statements. Seller warrants that the Goods furnished will conform in all respects to any samples provided by Seller to Buyer. Seller warrants that the Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and that the Goods will be adequately contained, packaged, marked and labeled.

8. Indemnification

- a. Seller's Indemnification. Seller will defend, indemnify and hold harmless the Indemnitees against any third-party claim, demand, assertion, legal proceeding or governmental investigation and all resulting judgments, settlements, fines, penalties, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (each a "Claim") that, as alleged, would establish:
 - i. a Good has caused bodily harm, injury, death or property damage;
 - ii. a Good does not comply with an applicable law or regulation;
 - iii. Seller has breached any of its warranties in this Agreement, or its obligations in Sections 9 (Activities on Buyer's Premises) or 10 (Infringement); or
 - iv. Seller's negligence, fraud or willful misconduct.

9. Activities on Buyer's Premises; Insurance

- a. Requirements for Activities Conducted on Buyer's Premises. If Seller or any of its subcontractors or suppliers of any tier performs any activities on premises owned, leased, possessed or controlled by Buyer, Seller will:
 - i. ensure that all persons performing activities comply with all of Seller's jobsite work rules and any local, state or federal jobsite standards;
 - ii. take all precautions which are necessary to prevent injury (including death) to persons and damage to any property or environment in connection with such activities;
 - iii. release, defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting in any way from such activities;
 - iv. maintain in effect at all times during performance of such activities commercial general (including blanket contractual) and automobile (including owned, hired and non-owned coverage) liability insurance with limits not less than (1) \$1,000,000 per person and \$1,000,000 per occurrence for personal injury (including death) and (2) \$1,000,000 per occurrence for property damage;
 - v. maintain umbrella/excess liability insurance with limits not less than \$1,000,000 per occurrence;
 - vi. maintain workers compensation and employers liability insurance in accordance with all applicable laws; and
 - vii. comply with all OSHA Recordkeeping and injury reporting requirements. Seller will report to Buyer within 24 hours, any OSHA recordable injuries that occur while performing work on behalf of Buyer. A "recordable injury" includes any injury that results in treatment beyond first aid, restricted workdays, and/or lost workdays. Seller must provide the following details via email to safety@pse.com: Seller's formal legal name, date and location of incident, a short description of the incident, and whether the recordable injury includes one or more lost workdays (not including the date of injury).
- b. Other Insurance Requirements. For any policy of insurance required under this Section 9 or that Seller otherwise carries as insurance against property damage or liability for personal injury (including death) or property damage that may occur in connection with any activities on premises owned, leased, possessed or controlled by Buyer, Seller will ensure that such policies:
 - i. name the Indemnitees as additional insureds (with the exception of workers compensation and employers liability);
 - ii. are the primary insurance with respect to the interest of the Indemnitees and any insurance or self-insurance maintained by the Indemnitees is excess and not contributory insurance with the insurance required herein;
 - iii. apply (with the exception of workers compensation and employers liability) severally and not collectively to each insured against whom claim is made or suit is brought, except that the inclusion of more than one insureds will not operate to increase the insurance company's limits of liability as set forth in the insurance policy;
 - iv. contain a waiver of the insurer's right of subrogation against the Indemnitees; and
 - v. provide that the policy will not be terminated, canceled, modified, or allowed to expire without giving thirty (30)

days' advance written notice thereof to Buyer.

Seller will promptly furnish to Buyer such certificates of insurance and other evidence of the insurance required under this Section 9 as Buyer may request. Without limiting the generality of the foregoing, Seller assumes potential liability for actions brought by Seller's employees, subcontractors or suppliers of any tier.

10. Infringement

The Goods and Services do not and will not infringe or misappropriate any patent, copyright, trade name or trademark, any confidential or proprietary concept, method, process, product, writing, information or other proprietary item. If any of the Goods or Services, or any proper use or intended use of the Goods constitutes an infringement or misappropriation of any patent, copyright, trade name or trademark or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Seller will, at Buyer's option: (a) procure for Buyer the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it is substantially equal but non-infringing.

11. Promotional and Advertising Rights

Except as may be required by law, neither Buyer nor Seller will, without the prior written consent of the other, make any news release or public announcement or place any advertisement stating that Buyer and Seller have contracted for the Goods or Services specified in this Agreement or have entered into any business relationship. Use of any Buyer name, trademark or service mark in any promotional materials of Seller requires Buyer's prior written approval, which is subject to the sole discretion of Buyer to grant or withhold. In the event that Buyer approves the use of its name, trademark, or service mark in any announcement, news release or promotional materials of Seller, all of the content must be submitted to Buyer's Corporate Communications Department for review prior to any publication.

12. Confidentiality

- a. Confidential Information. All non-public, confidential or proprietary information of a Party ("Confidential Information"), including information that, by the nature of the circumstances surrounding the disclosure, reasonably would be considered proprietary or confidential, whether disclosed orally or accessed in written, electronic or other form or media in connection with this Agreement is confidential and, with respect to Buyer, Buyer Information (as defined below), solely for the receiving Party's use in performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include information the receiving Party can prove: (i) was or becomes generally available to the public through no breach of an obligation of confidentiality; (ii) was already in the possession of the receiving Party at the time received in connection with this Agreement without any prior obligation of confidentiality; (iii) was lawfully obtained by the receiving Party from a third party without breach of an obligation of confidentiality; or (iv) was independently developed by the receiving Party without use of or reference to any of the Confidential Information. The receiving Party will maintain the other Party's Confidential Information in confidence, use the Confidential Information exclusively for such Party's performance under the (or the performance of subcontractors or third parties engaged by Buyer in connection with any applicable Order), and will take all precautions necessary to prevent the Confidential Information from being disclosed to any unauthorized third party. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to the limited extent required by law or by order of a court of competent jurisdiction; provided, however, that to the extent permitted by applicable law, the receiving Party must promptly notify the disclosing Party in writing in advance of such required disclosure and reasonably cooperate so that the disclosing Party may take appropriate action to prevent or limit the scope of such required disclosure and to protect the Confidential Information.
- b. Buyer Information. "Buyer Information" means (i) any project, design, roadmap, and architecture plans of Buyer and (ii) any personally identifiable information about persons or entities that Seller obtains from any source, whether disclosed orally or accessed in written, electronic or other form or media in connection with this Agreement, which concerns prospective and existing customers or employees of Buyer, or any third party Buyer has a business relationship with, including names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, account information, credit information and demographic information. In addition to those disclosure and usage restrictions set forth in Section 12(a), Seller will collect, access, use, maintain and disclose Buyer Information solely for Seller's use in performing this Agreement and will not disclose Buyer Information, whether or not it is publicly available.
- c. Destruction of Confidential Information. Upon expiration or earlier termination of this Agreement, or upon the request of Buyer, Seller will return, or at Buyer's option destroy, any and all Confidential Information. Upon Buyer's request, Seller will certify in writing the completion of such return or destruction.

13. Miscellaneous

- a. Notices. Any notice, request, designation, direction, statement or other communication under this Agreement must be made in writing and delivered by courier or registered or certified mail, return receipt requested, postage paid to

the addresses provided in the Contract for Goods or the Orders. If such notice is provided by Seller to Buyer, Seller must also send a copy to Buyer at:

Puget Sound Energy, Inc.
Attn: Procurement
PO Box 97034, (BOT-01G)
Bellevue, WA 98009-9734

Notices related to Orders may be sent via email to Buyer's or Seller's contacts identified in the applicable Order (with a copy to the legal notice recipient if appropriate), return receipt requested. All notices will be effective upon receipt. Either Buyer or Seller may change its address by giving the other notice of such change in accordance with this Section 13(a).

- b. Force Majeure. Neither Buyer nor Seller will be liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other hereunder), when and to the extent such failure or delay is caused by or results from the following (each, a "**Force Majeure Event**"): (a) acts of God; (b) epidemic, flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities; or [(j) similar events beyond the reasonable control of the Party affected by the Force Majeure Event]. The affected party must give notice to the other party within twenty-four (24) hours of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The affected party must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and will resume performance of its obligations as soon as reasonably practicable after the removal of the cause. Notwithstanding anything herein to the contrary, Buyer will not be liable for payment for any Goods or Services it does not receive due to a Force Majeure Event affecting Seller's performance of its obligations under this Agreement.
- c. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision hereof or invalidate or render unenforceable such provision in any other jurisdiction.
- d. Assignment. Seller will not, by contract, operation of law or otherwise, assign (including by merger, sale or other transfer of all or substantially all of Seller's assets or other corporate transaction or restructuring of Seller) these Terms, any Order, any right or interest in an Order, or delegate performance of any of its obligations under an Order, without the prior written consent of Buyer. Any purported assignment or delegation without Buyer's prior written consent will be voidable at Buyer's option, and Buyer will have the right to immediately terminate this Agreement, including any outstanding Orders. No assignment or delegation by Seller, with or without Buyer's prior written consent, will relieve Seller of any of its obligations under this Agreement. Subject to the foregoing restriction on assignment and delegation by Seller, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by Seller, Buyer, and their respective successors, assigns, and legal representatives.
- e. Nonwaiver. The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same will be and remain in full force and effect. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Agreement are in addition to and do not in any way limit any other rights, remedies, or warranties afforded to Buyer by any other provisions of this Agreement, by any of Seller's subcontractors or suppliers of any tier or by law.
- f. Headings. The headings used in these Terms are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms of this Agreement. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."
- g. Applicable Law, Courts. This Order will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to any choice of law principles to the contrary. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Seller will not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default under this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the United States District Court for the Western District of Washington. Seller irrevocably consents to the jurisdiction of the courts of the State of Washington in King County, Washington and of the United States District Court for the Western District of Washington in Seattle, Washington.
- h. Independent Contractors. Buyer and Seller are independent contractors. This Agreement will not create an employment relationship, partnership, joint venture, or other relationship between the parties. Neither party has

authority to assume or create obligations on behalf of the other.

- i. Entire Agreement. This Agreement comprises the entire understanding between Seller and Buyer and supersedes all prior or contemporaneous oral or written communications, understandings and agreements, with respect to the purchase of Goods or Services designated in the applicable Order. In the event of a conflict between these Terms and an Order, these Terms will prevail, unless an Order expressly provides that certain provision therein will control over certain specified provisions in these Terms. No amendment or modification of any provision of these Terms will be valid unless set forth in a written amendment to these Terms signed by both Buyer and Seller. These Terms will prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted its sales confirmation or such terms. Fulfillment of an Order constitutes Seller's acceptance of these Terms.