



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDERS FOR
GOODS/SERVICES – V1**

- 1) **TERMS.** These terms and conditions, the Purchase Order to which these terms and conditions are attached (the “Purchase Order”), and any specifications, exhibits, instructions, drawings, and other written attachments to the Purchase Order constitute the entire and exclusive agreement (collectively the “Agreement”) between (“Buyer”) and the (“Seller”). Without Buyer’s prior express written consent, no variation in or addition to, any of the terms, conditions, delivery requirements, performance dates, prices, quality, quantity or specifications set forth in the Purchase Order shall become part of this Agreement (irrespective of the wording of the Seller’s proposal, quote, statement of work or acceptance), and absent Buyer’s prior express written consent, any additional or different terms proposed by Seller are objected to and rejected. The delivery of any goods or the furnishing of any services pursuant to the Purchase Order shall constitute acceptance by Seller of this Agreement subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of the Purchase Order are inconsistent with those set forth herein, the terms on the face shall govern; provided however, that any reference on the face of the Purchase Order to the Seller’s proposal, quote, statement of work or acceptance shall be exclusive of any terms and conditions attached to, or referred to, in Seller’s proposal, quote, statement of work or acceptance. Notwithstanding the foregoing, if there is a separate written services or master agreement executed between Buyer and Seller covering the procurement of the Products or Services described in the Purchase Order, the terms of such agreement will prevail over any inconsistent or conflicting terms in this Agreement.
- 2) **DEFINITIONS.** “Claims” means any or all of the following: claims, liabilities, damages, penalties, personal injuries, losses, judgments, costs, or expenses (including reasonable attorneys’ fees and expenses and other legal costs), including without limitation those related to the injury or death of persons and the damage or destruction of property. “Products” means the tangible goods to be purchased by Buyer as specified in the Purchase Order. “Services” means the services that Seller is to perform for Buyer as specified in the Purchase Order.
- 3) **SPECIFICATIONS.** All goods or services, or both, furnished pursuant to this Agreement shall strictly conform to the specifications, descriptions and warranties set forth in this Agreement. Buyer reserves the right to make changes to this Agreement including scheduling at any time and Seller agrees to accept such changes provided that, in the event any such changes results in additional or reduced costs, the parties shall make an equitable adjustment of the Purchase Order price.

All prints, drawings, patterns, tools or equipment preparatory to production of any goods to Buyer’s design and charged as such to Buyer are to be considered Buyer’s property and may be transferred to Buyer’s possession at Buyer’s option. If prints, drawings, patterns, tools or equipment are provided by Buyer, Seller shall carefully inspect and approve such prints, drawings, patterns, tools or equipment for use in executing the Purchase Order, and Seller shall assume responsibility therefore and properly safeguard such property while in its possession and shall return same in good condition upon completion of Buyer’s Purchase Order. Where goods are made to Buyer’s design, Buyer will retain all rights to such design and that design shall not be used elsewhere without prior, express, written consent of Buyer.

- 4) **TIME & PLACE OF DELIVERY OR PERFORMANCE; BUYER’S INSPECTION; ACCEPTANCE.** Time is of the essence of this Agreement. Delivery or performance will be made as specified on the face of the Purchase Order. Buyer reserves the right to reject goods or services and to cancel all or any portion of this Agreement if Seller fails to deliver at the time and place specified. Buyer’s acceptance of any part of a shipment of goods not delivered or services not performed as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments or the performance of any services. If Seller is required to provide Safety Data Sheets (“SDS”), Seller shall deliver them to Buyer prior to delivery of any goods under this Agreement. Payment for goods or services shall not constitute acceptance. All goods or services shall be received subject to Buyer’s inspection and acceptance, and subject to Buyer’s right to reject, or as to accepted goods or services, Buyer’s right to revoke acceptance, and return at Seller’s expense goods or reject services that fail to conform strictly to the requirements of this Agreement. Transport permits necessary for the prosecution of the delivery of any Products shall be secured by Seller and Seller shall pay all costs and expenses associated therewith. Buyer shall have no responsibility for those permits or licenses that relate generally to Seller’s conduct of its business.
- 5) **RISK OF LOSS.** Risk of loss for conforming goods shall transfer to Buyer at the time and place of delivery upon acceptance by Buyer. In any event risk of loss prior to actual receipt of the goods by Buyer or for any nonconforming goods already received by Buyer shall remain with Seller irrespective of the provisions of the Purchase Order for shipment of the goods.
- 6) **TERMINATION FOR CONVENIENCE; FORCE MAJEURE; EXTENSION OF TIME OF DELIVERY.** Buyer reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop work hereunder, and shall order any subcontractors to cease work. Seller shall be paid as its sole remedy a reasonable termination fee consisting of a percentage of the Purchase Order price reflecting the percentage of the work actually performed prior to the notice of termination, plus actual direct costs resulting from the termination, but in no event shall the termination fee together with prior payments under this Agreement exceed the price under the Purchase Order. Buyer may, without penalty, delay performance or delivery and/or acceptance occasioned by causes beyond its control, such as strikes, fires, severe weather, accidents, governmental actions, and other force majeure events. At Buyer’s option, the time for delivery or performance hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries or performance of services so omitted shall be made during the period of such extension. If Seller is delayed in its performance by causes beyond its control that occurred after the Purchase Order date, such as general or widespread strikes, fires, severe weather, accidents, governmental actions, and other force majeure events, the time for performance shall be extended by the period of the delay. If the delay extends for more than sixty (60) days, Buyer shall be entitled to terminate the Purchase Order, with no liability to Seller other than for amounts theretofore properly billed by Seller to Buyer.
- 7) **SHIPPING.** Goods must be shipped in a timely manner and, when specified, by the particular route, method and/or carrier as stated in the Purchase Order. Seller must notify Buyer promptly if delays are anticipated. Buyer shall advise Seller in writing, within ten (10) days of the date of discovery, of any loss, damage or defect resulting from the shipping of Products. Seller shall be solely responsible for any such losses, damage, or defects. If Seller fails to ship goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any increased costs occasioned thereby. If Seller is responsible for shipping, Seller shall ensure that the Products are transported safely, within the time required, and at the lowest transportation cost in compliance with the requirements of carriers and of Buyer, all as set forth in the Purchase Order. Unless specified otherwise in the Purchase Order or proposal delivery shall be DDP Buyer’s site.
- 8) **PACKING, MARKING & INVOICING.** A packing list shall be included with each shipment of goods. When requested by Buyer, two (2) copies of Seller’s invoices and certificate of origin (where the origin of the goods is from Canada or Mexico), together with original bills of lading, properly signed by carrier’s representative, shall be forwarded to Buyer not later than the day after shipments are made. Seller’s invoices shall clearly reference Buyer’s Purchase Order number, delivery note number (when applicable), “invoice to” company name and address, and shall be invoiced according to the unit prices as listed on the Purchase Order. Buyer shall not be charged for packaging, boxing, crating or cartage unless specifically itemized as a charge on the Purchase Order, nor shall Buyer be charged anything in excess of the total Purchase Order value or in excess of the unit price(s) listed in the Purchase Order.



All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Purchase Order number and Seller's packing slip number. Invoices must contain the following information (when applicable): material number, description of the Products and/or Services, quantities, unit price, freight charges, and totals. Seller is responsible for any and all taxes and import duties associated with the Services or Products unless agreed otherwise in the Purchase Order. Seller will issue an invoice within ten (10) days following the end of the month in which the Products or Services are delivered.

- 9) **PAYMENT.** Payment will be made following receipt and acceptance of the goods, achievement of stated milestones or performance and acceptance of services and receipt, proper in form and substance, of all documentation as required by this Agreement and in accordance with the payment terms listed on the Purchase Order. As a condition of any payment under this Agreement, Seller shall furnish to Buyer, upon request, if applicable, an executed waiver of liens, including mechanics' liens, and claims to the extent of such payment in form and substance satisfactory to Buyer. Seller shall promptly cause the removal of any claim or lien filed against Buyer or the Products or any property of Buyer based on any claim by a subcontractor, agent or employee of Seller relating to the Products or Services or of any tax liens, and Seller shall indemnify, defend and hold harmless Buyer therefrom. Buyer shall have no liability for payment of any invoices which are not issued within the foregoing time requirement. Each invoice will be due and payable sixty (60) days following its receipt by Buyer.
- 10) **CHANGES.** Buyer may at any time request changes in writing including but not limited to changes in the specifications, packing, shipment means, quantities, delivery time, and delivery place. If any such change causes a decrease in the costs or time required for performance, Seller shall immediately notify Buyer, and such decrease shall be for Buyer's account. Any claim for an equitable increase under this clause is waived unless asserted in writing within five (5) days from Seller's receipt of change requests from Buyer. No changes, adjustments, revisions, or modifications to this Agreement shall be valid unless in writing and signed by an authorized representative of Buyer.
- 11) **SELLER'S WARRANTY.** Seller expressly warrants that all goods and services covered by this Agreement will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions; but, to the extent the goods or services were purchased to Buyer's specifications and drawings as set forth or referred to in this Agreement, that the goods or services strictly conform with those specifications and drawings; (b) be free from defects in design, material and workmanship; (c) be of merchantable quality and safe and appropriate for the purposes for which goods or services of that kind are normally used; (d) not infringe upon any patent, trademark or copyright; (e) bear all warnings, labels, and markings required by applicable laws and regulations, and (f) be free of any liens, charges, claims, security interests or encumbrances of whatsoever nature. In addition, Seller warrants that: (g) all services will be performed in a good and workmanlike manner and to the applicable industry or professional standard; and (h) all goods or services, or both, furnished or rendered pursuant to this Agreement will be produced, sold, delivered or rendered to Buyer in compliance with all applicable laws and regulations and all laws and regulations governing interstate commerce. Seller's warranty set forth in this paragraph may be referred to herein as the "Warranty". Seller agrees to replace or correct defects in any nonconforming goods or services promptly, without expense to Buyer, when notified of defect or nonconformity by Buyer. In the event of a failure of Seller to correct defects in or replace nonconforming goods or services promptly, Buyer reserves the right to make such corrections or replace such goods or have such services re-performed and charge the Seller therefore. The Warranty shall apply for a period equal to the greater of (i) twenty-four (24) months from the date of delivery of the goods or completion of the services and (ii) the Seller's standard warranty period. The Warranty is in addition to any other rights and remedies available to Buyer under this Agreement or applicable law.
- 12) **SERVICES AND INTANGIBLES.** Unless otherwise noted in this Agreement, any items, materials, data, information, and intellectual property developed or created by Seller in the fulfillment of Products or Services ordered under this Agreement ("Work Product") is Buyer's property and all right, title, and interest, including without limitation copyright interest, shall belong exclusively to Buyer. In the case of Work Product containing copyrightable subject matter, such items shall be considered works made for hire on behalf of Buyer. Seller assigns all right, title and interest to such Work Product, and the intellectual property rights therein, to Buyer. Seller warrants that (a) it has the right and unrestricted ability to assign these rights, and (b) the Work Product, and Buyer's use of the Work Product, does not and will not infringe upon any third party's intellectual property rights or any other proprietary rights. Seller agrees to indemnify and hold Buyer, its parents, subsidiaries, affiliates, and its customers harmless from and against any and all Claims resulting from any actual or alleged infringement.
- 13) **BUYER'S REMEDIES.** Failure of the goods or services to conform to the Warranty shall not be waived by Buyer's acceptance of all or any part of the goods or services. In the case of defective or nonconforming goods or services, Buyer retains the right to cancel any portion of the remaining Purchase Order, to reject any portion of the goods or services delivered or performed or revoke acceptance as to any portion of the goods or services accepted and return such goods to Seller and to recover the purchase price, and damages, including manufacturing costs, costs for removal or recall, transportation and custodial expenses, injury to person or property incurred by Buyer, all in addition to Buyer's other remedies under this Agreement or applicable law. In the event of Seller's default or breach of the terms hereof, the insolvency of Seller, or an assignment by Seller for the benefit of its creditors, Buyer shall have the right to cancel this Agreement immediately. Failure by Buyer to exercise any right or remedy provided herein or under applicable law shall not constitute a waiver and shall be without prejudice to the subsequent exercise by Buyer of any right or remedy provided herein, or by law.
- 14) **INDEMNIFICATION.**
 - (a) Seller agrees to defend, indemnify and save harmless Buyer, its affiliates, their respective customers and users of its products, against any claim, demand, suit, damage, loss, expense, royalty, award, fees and costs (including court costs and reasonable attorney fees) arising from the actual or alleged infringement of any patent, copyright, or trademark by reason of sale or use of any goods covered hereby. In the case of actual infringement, Seller shall, at its sole expense, procure for Buyer the right to continue using such goods, under license or otherwise, or replace the infringing goods with a non-infringing substitute of equal quality, or modify such goods to Buyer's satisfaction so that they become non-infringing.
 - (b) With respect to any goods furnished pursuant to this Agreement, Seller agrees to defend, indemnify and save harmless Buyer, its affiliates, agents, servants, employees, and insurers against any loss, damage, expense (including court costs and reasonable attorneys' fees), or claim whatsoever for any injury to or death of any person (including without limitation injury or death of any employee of Seller or Buyer) or damage to any property arising from or relating to the undertaking of Seller hereunder, or any defect(s) in the goods furnished, whether or not such loss, damage, expense or claim is caused in part by the negligence or other fault of Buyer, its agents, servants, employees, and insurers; provided, however, that this indemnity shall not apply to the extent that any such loss, damage, expense or claim results from the sole negligence of Buyer.



(c) Seller agrees to defend, indemnify and save harmless Buyer, its affiliates, agents, servants, employees, and insurers against any loss, damage, expense (including court costs and reasonable attorneys' fees), or claim whatsoever for any injury to or death of any person (including without limitation injury or death of any employee of Seller or Buyer) or damage to any property arising from or relating to the performance of any labor, work, or services, or the use of any materials, tools, equipment, scaffolding, machinery, or property of Buyer under or in connection with this Agreement, whether the same arise under statutes (including without limitation applicable workers' compensation legislation), the common law, or otherwise and whether or not such loss, damage, expense or claim is caused in part by the negligence or other fault of Buyer, its agents, servants, employees, and insurers; provided, however, that this indemnity shall not apply to the extent that any such loss, damage, expense or claim results from the sole negligence of Buyer. The indemnity of this subparagraph (c) expressly includes damages, losses and expenses arising out of fines or penalties, including without limitation fines or penalties for violation of applicable laws and regulations including those governing costs of environmental cleanup necessitated thereby. Seller's indemnity obligations under this subparagraph (c) shall not be limited by applicable workers' compensation legislation and as respects these indemnity obligations, Seller expressly waives all immunities and defenses it may have under such laws.

15) **LABOR, WORK & SERVICES.** In supplying any labor, work or services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all taxes, wages, benefits, federal and/or state unemployment insurance, Social Security and/or other similar payroll taxes. Any performance by Seller under this Agreement, if done on Buyer's premises shall be in full compliance with Buyer's safety and environmental rules, including the documents entitled "Contractor's Health, Safety, Security and Environmental Obligations", and shall be in full compliance with all state and federal regulations regarding workplace safety, including without limitation, laws pertaining to occupational safety and health. Seller shall be fully responsible to Buyer for the acts and omissions of subcontractors and of persons directly or indirectly employed by them. Nothing contained in this Agreement shall create any contractual relationship or third-party beneficiary relationship between Buyer and any subcontractor or person other than Seller.

16) **INSURANCE.** Prior to commencement of performance under this Agreement and until the satisfactory completion of same, Seller shall, at its expense, effect and maintain with carriers doing business in the state in which the work is performed and acceptable to Buyer the following minimum insurance coverage:

- a) Workers' Compensation insurance in accordance with the laws of the state in which the work is performed and including Employers Liability (including USL & H coverage, where applicable) with limits not less than US \$1,000,000; and
- b) Automobile liability insurance, including coverage for owned, non-owned, leased and hired automobiles with combined bodily injury and property damage limits of not less than US \$1,000,000 inclusive per occurrence; and
- c) Commercial general liability insurance policy issued on an "occurrence" basis which shall include bodily injury, property damage, personal injury, and sudden and accidental pollution liability coverage, blanket contractual liability, cross liability and broad form products and completed operations liability with limits of not less than US \$1,000,000 per occurrence and US \$2,000,000 in the aggregate on an annual basis (can be provided through a combination of primary and umbrella/excess liability insurance, if required), subject to a deductible of not more than US \$250,000 per claim; the Commercial General Liability policy shall include broad form contractual and product liability coverage which will include coverage for performance under this Agreement; and
- d) If Seller is providing design, design-build, engineering, technical, information technology services or other professional services including those with project related specifications which the Buyer relies on and in the event of an error or omission by the Seller could result in a financial loss to the Buyer or information technology services; Seller shall obtain a Professional Liability (Errors and Omissions) insurance policy covering the professional services rendered, including without limitation the design, specifications and requirements, surveying, testing, construction monitoring and preparation of plans and drawings associated with the services and their completion, with dedicated limits of not less than US \$2,000,000 per claim and subject to a deductible of not more than US \$250,000 per claim. Such policy shall indicate a retroactive date that precedes the commencement of the services by at least one (1) day and be continuously maintained by Seller in full force and effect from the commencement of the services until at least twenty-four (24) months following satisfactory completion of the scope of this agreement, as determined by Buyer.

If the Seller has access to the Buyer's information technology system(s), data as deemed to be proprietary or confidential by the Buyer, or is providing equipment or services critical to the Buyer's information technology or SCADA systems and related networks (including any software or digital goods/smart/IoT devices), the Seller shall maintain a Cyber (Network Security & Privacy Liability) insurance policy covering privacy, security, and digital asset liability, digital asset costs, business interruption loss, cyber extortion, ransom and ransomware, forensic expenses, and incident response expenses in the amount of \$1,000,000 for any one single loss.

Seller shall furnish to Buyer certificates of insurance indicating compliance with the foregoing and showing the dates of expiration and the limits of liability of all policies and providing that such insurance will not be cancelled or changed without thirty (30) days written notice to Buyer. The certificates shall also indicate that: (1) Buyer and its direct or indirect affiliated, associated and subsidiary companies and their respective directors, officers and employees or agents are additional insureds under Seller's Commercial General Liability insurance and Automobile Liability insurance, (2) the insurer waives any right of subrogation against Buyer and its direct or indirect affiliated, associated and subsidiary companies and their respective directors, officers and employees or agents, and (3) the insurance has severability of interest and cross-liability provisions. If Seller fails to furnish said certificates or maintain the insurance, Buyer shall have the right to cancel this Agreement for breach of its conditions.

17) **LAWS & REGULATIONS.** Seller shall ensure, and shall confirm that its Sellers, contractors, subcontractors, and supply chain parties (hereinafter referred to as Seller Group) ensure that all goods furnished or services rendered pursuant to this Agreement shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable local, state, federal, and international laws, rules and regulations.

18) **ASSIGNMENT & SET-OFF.** Seller shall not assign its rights or delegate its performance hereunder, nor any interest therein, without Buyer's prior written consent and any attempted assignment, subcontracting, or delegation without such consent shall be void. Buyer shall be entitled at all times to set-off any amount owing by Seller or any of its affiliates to Buyer, whether under this Agreement or otherwise, against any amounts otherwise payable to Seller.



- 19) **CONFIDENTIALITY.** A party and its employees, officers, directors, agents, and consultants shall not without the prior written consent of the other party disclose to any third party any information pertaining to the goods or services provided or performed hereunder or any other information that is not available to the industry or the general public that is related to the use of goods by Buyer or gathered during the performance of services, including without limitation any personal data of employees, trade secrets or information about intellectual property.
- 20) **LIABILITY CAP.** The overall liability of Seller to Buyer under this Agreement shall not exceed the greater of (a) the value of the Purchase Order and (b) an amount equal to the applicable insurance limit provided for under the insurance policies required pursuant to Paragraph 12, except for: (i) any indemnification obligation of Seller in respect of claims by third parties; (ii) violations of Seller's confidentiality obligations hereunder; (iii) fraud, willful misconduct or gross negligence of Seller or those for whom Seller is responsible at law; and (iv) failure to comply with the Anti-Bribery Legislation and Anti-Money Laundering Legislation.
- 21) **GOVERNING LAW AND VENUE.** The validity, interpretation, and performance of this Agreement and any dispute arising out of or related thereto shall be governed by the laws of the State of New York, without regard to that state's choice of law provisions. The venue shall be the appropriate federal or state court located in the Borough of Manhattan in New York City. If this Agreement is for the international sale of goods, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 22) **CYBERSECURITY AND PRIVACY.** Seller shall exercise a high degree of diligence in the execution of its duties with regards to cybersecurity and shall at all times be in compliance with all applicable data privacy protection laws, including, but not limited to, the California Consumer Privacy Act. In the event that Seller identifies or is made aware of a cybersecurity or data privacy breach or other incident involving the products or services provided to Buyer or any personal identifiable information or other confidential information of Buyer or Buyer's affiliates, employees, agents, or other customers, the Seller shall provide notification to Buyer by emailing it.support@urbangridco.com no later than five (5) business days after learning of the breach or incident. The Seller will provide a clear and concise description of the incident and take the appropriate precautions consistent with industry practice available to minimize any potential impacts to Buyer. The Seller also agrees that it will cooperate with Buyer's investigation or questioning of the breach or incident. Until the breach or incident has been corrected, the Seller will provide regular updates including, but not limited to: the Seller's action plan to remediate the incident, ongoing status reports, mitigating controls, and final resolution, within reasonable periods of time as agreed on by Seller and Buyer.
- 23) **SELLER CONDUCT & ACCESS TO BUYER FACILITY OR NETWORK.** Seller shall abide by and shall require Seller Group to abide by the principles of Buyer's applicable Vendor Code of Conduct as amended from time to time. Seller shall ensure and shall verify that Seller Group ensure that no forced or child labor is used in the rendering of the services, manufacturing of the goods or any of the raw or intermediate materials required to produce the goods. Buyer shall have the right to audit and inspect any and all records relating to Seller's, and Seller Group compliance with the laws and requirements set forth and referenced in this Agreement.

If Seller personnel will need access to Buyer's facilities or networks to perform the Services, or if Seller products or services are being installed within Buyer's cyber systems, Seller agrees to comply with Buyer's Seller IT Security and Compliance Obligations. Seller's personnel may, at Buyer's discretion, be required to undergo a background check by Buyer or a third party, sign and abide by Buyer's applicable Vendor Code of Conduct and confidentiality agreements, be required to watch and attest that he/she had seen and understood the content of a video regarding "Contractor's Safety", and comply with a daily job safety plan to be agreed with Buyer's manager, be required to complete an information security training and attest that he/she had read the applicable information technology policies and agrees to respect them in their entirety, and be subject to any other process that is market or industry standard for contractors of the same nature as of Seller. Seller confirms that it has authority to authorize background checks on its personnel.
- 24) **CORRUPTION OF FOREIGN PUBLIC OFFICIALS.** Seller agrees that it shall at all times be in compliance with the Foreign Corrupt Practices Act (FCPA) of the United States, the Bribery Act 2010 of the United Kingdom, the Corruption of Foreign Public Officials Act (CFPOA) of Canada and with comparable legislation in all other countries as applicable (collectively, the "Anti-Bribery Legislation").
- 25) **ANTI-MONEY LAUNDERING.** Seller agrees that it shall at all times be in compliance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada, the Proceeds of Crime Act 2002 of the United Kingdom, the Bank Secrecy Act, the United States Patriot Act, and the Office of Foreign Assets Control (OFAC) requirements of the United States, and with comparable legislation in all other countries as applicable (collectively, the "Anti-Money Laundering Legislation").
- 26) **ENVIRONMENTAL AND SOCIAL GOVERNANCE.** Seller shall have strategies and policies in place to reduce their environmental impact, including measuring, reducing and, as may be requested by Buyer or required by law, reporting greenhouse gas emissions. Seller shall use resources responsibly and conduct operations with the aim to protect and preserve the environment. As appropriate, Seller facilities must have suitable plans for notifying local authorities in the case of accidental discharge or release of hazardous materials or any other environmental emergency. Seller shall reasonably consider the impact of their operations upon local communities impacted thereby.
- 27) **INVALIDITY.** In the event that any provision of this Agreement is declared invalid, illegal, or otherwise unenforceable by any duly authorized tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provisions shall not be affected thereby, and each term and provision not declared invalid, illegal or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.
- 28) **NOTICE.** All notices and communications hereunder shall be in writing and sent by overnight courier, with tracking capabilities, to the respective addresses of the parties listed within the Purchase Order attached as part of the Agreement.