



PURCHASE ORDER TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

- Definitions.** In these Conditions the following words and expressions shall have the following meanings: “Order” means these Purchase Order Terms and Conditions (these “Terms and Conditions”), together with the purchase order to which they are physically or electronically attached, and any other document incorporated by reference and attached to such purchase order. “Buyer” means Olive & Branch Merchandizing & Distribution, LLC, (“Olive & Branch M&D”), a company registered in the state of Texas, as identified on the face of this Order as the purchaser of the Goods and any Services. “Supplier” means the entity identified as the seller on the face of this Order and to which this Order is issued. “Goods” means the goods detailed in the Purchase Order as accepted by the Supplier, and include all materials, component parts, packaging and labelling of such goods. “Services” means the services detailed in the Purchase Order as accepted by the Supplier. “Facility” means Buyer’s facility identified on the face of this Order, at which the Services will be performed, if applicable. “Specifications” means the specification and requirements of the Goods and/or Services agreed in writing by the Parties from time to time. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.
- Acceptance of Purchase Order.** These Terms and Conditions govern this Order. Unless accepted earlier, shipment of any Goods or performance of any Services described in this Order constitutes Supplier’s acceptance of this Order (including these Terms and Conditions), regardless of whether Supplier has signed or acknowledged this Order. No other terms, whether contained in a bid, estimate, acknowledgement, confirmation, invoice, or other document given by Supplier shall in any way apply to this Order or be binding on Buyer. Buyer hereby expressly rejects all such terms of Supplier. If this Order is issued pursuant to an existing agreement between Buyer and Supplier (the “Existing Agreement”) and the face of this Order recites that this Order is issued pursuant to the Existing Agreement, then the provisions in the Existing Agreement will prevail over these Terms and Conditions and these Terms and Conditions will have no force or effect with respect to this Order. The terms on the face of this Order will prevail over these Terms and Conditions, in the event of a conflict between such terms.
- Price.** The price for Goods shall be the price stated in this order. Prices are inclusive of all handling, duties, fees, or charge of any kind, except that, prices do not include any applicable state or local sales or use tax. Any such taxes which Supplier is obligated to collect shall be added to the invoice as a separate charge to be paid by the Buyer. Other than the Price and any taxes, Buyer will not be responsible for any other charges. Buyer reserves a security interest in all goods paid for but not delivered and Supplier will execute such documents of acknowledgment as are requested by Buyer.
- Quantities.** Quantities will be as stated on the face of this Order. Buyer will not be required to accept or pay for defective or damaged Goods. If goods are delivered to Buyer more than the quantities ordered, Buyer is not obligated to pay for the excess and any excess will remain at all times at Supplier’s risk and will be returnable at Supplier’s sole expense.
- Packing and marking.** Supplier shall package all Goods shipped under this Order in accordance with the requirements in this Order, or, if the requirements are not specified, in accordance with standard commercial practices customary for similar shipments. For each container in which Goods are shipped, Supplier shall include a packing list indicating this Order number, description, quantity, and other identifying information. Supplier shall clearly mark all packages in accordance with all applicable laws. In addition, each container which goods are shipped, shall also contain safety data sheets and a certificate of analysis (COA). Alternatively, COAs can be emailed to buyer. All shipping documents shall reference this Order number.
- Delivery, Title, and Risk of Loss.** Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement. Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging, or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer. Time is of the essence with respect to supplier’s obligations hereunder. If any delivery is, or is threatened to be delayed, Supplier shall promptly give written notice thereof to Buyer, together with all related relevant information. The giving of such notice shall not relieve Supplier of any other duty hereunder. Supplier’s failure to deliver the goods of good quality, within the time, at the place, and at the rate and in the manner specified by the Terms shall, at the sole option of Buyer, without waiver of any other Buyer’s rights and remedies, relieve Buyer of any obligation to accept and pay for such goods or any undelivered installment thereof. For Supplier’s such failure, Buyer shall be entitled to, without limitation, compensation for damages incurred and suffered including consequential loss. Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. For goods originating from outside the country, Supplier shall ensure that all required documents are provided to Buyer pertaining to the country of origin of the goods. Upon Buyer’s request, Supplier shall provide Buyer with an appropriate certification stating the country of origin of the goods sufficient to satisfy the requirements of (1) the U.S. customs authorities, and (2) any applicable export licensing regulations, including those of the United States. Unless otherwise expressly stated in the Purchase Order, Supplier is responsible for obtaining all the export and/or import licenses for the goods and shall be solely responsible for any delays due to such licenses not being available when required.

7. **Right to Inspect.** Supplier shall provide Buyer and its designees reasonable access to Supplier's manufacturing, processing, testing and distribution facilities for the purpose of auditing Supplier's compliance with its quality management programs and with the requirements in this Order, inspecting the Goods during manufacture and processing and witnessing all tests. Supplier will provide a Corrective Action Plan which addresses the findings and observations from such audits within thirty (30) days. Buyer reserves the right to review Supplier's Corrective Action Plan as a result of any such Audits. If Buyer is denied the opportunity to obtain such access or conduct such audits under these terms, Buyer will, in addition to other remedies available, have the option to terminate this Order without liability. Buyer shall have the right, but not the obligation, to inspect all Goods at final destination, and all Goods will be subject to acceptance by Buyer at the final destination. Inspections will not relieve Supplier of its obligation to provide Goods that comply in all respects with the requirements in this Order, including the Specifications (as defined below).
8. **Invoices.** Supplier shall issue an invoice to Buyer with each shipment of Goods. For Services, Supplier shall issue the invoice(s) in accordance with the schedule agreed upon by the parties. All invoices shall be in the form of invoice approved by Buyer; true and accurate as to the quantities and amounts of delivered goods in such invoice, and in accordance with the terms and conditions of the order. Unless otherwise expressly agreed by the parties, all amounts shall be invoiced in the currency as stated in the Order. All invoices shall reference the Purchase Order number. Buyer has the right to unilaterally adjust any invoice to reflect the quantity of Goods actually received by Buyer. Supplier is responsible for timely submission of invoices. Supplier shall not invoice, and Buyer shall not be responsible for the payment of any invoice submitted more than 90 days past the date of delivery of the Goods, or the performance Services. Payment terms shall also be as stated on the Purchase Order. (Olive & Branch M&D's standard payment terms are Net thirty (30) days from date of invoice unless otherwise specifically agreed by the parties in writing.) If Buyer is in delay with payment of amounts due, such delay shall not constitute a material breach that gives Supplier a right to terminate the Purchase Order. Each invoice shall be accompanied by all required documentation necessary to support all charges. Supplier shall identify sales and use taxes, applicable rebates, and discounts separately on each invoice. Any invoice submitted to Buyer in an improper format or without the required documentation may be returned unpaid to Supplier for correction and resubmission. If Buyer has agreed in writing to pay for transportation, Supplier shall show the freight charge as a separate item on the invoice and attach a copy of the freight bill to the invoice.
9. **Payment.** Buyer will pay for all goods on a net thirty (30) day basis, after receipt and approval of invoice. All prices for Products are quoted in and will be paid in USD unless specifically specified otherwise in the Purchase Order. All Purchase Order prices are fixed for the duration of the Purchase Order and not subject to adjustment. If Buyer disputes any portion of an invoice, Buyer and Supplier shall settle all disputed invoice items before Buyer pays invoice. Supplier shall be solely responsible for the payment of all local, state, and federal excises, sales or use taxes. Supplier shall show all applicable cash discounts on all invoices. Supplier agrees that the period of time during which a cash discount will be available to Buyer will be computed from the date that Buyer receives (a) the Products purchased, or (b) the invoice for the Products, whichever is later. If Supplier changes or updates its bank or financial institution information for electronic payment of invoices, upon Buyer's request, Supplier must provide written confirmation of the change to Buyer to assure that the change is legitimate and authorized by Supplier. Payment of invoices may be delayed as Buyer will not process further payments until it receives such written confirmation.
10. **Timing and Force Majeure.** Timely delivery of all Goods and performance of Services under this Order is of the essence. Buyer has the right to reject any early delivery of Goods. Notwithstanding the foregoing, Supplier will not be deemed to be in breach of this Order to the extent that a delay is either (a) authorized in writing by Buyer, (b) caused solely by Buyer's act or omission, or (c) due to a "Force Majeure Event". Force Majeure Event means any of the events or circumstances described in clause (a) below that are beyond the control of an affected party and which prevents the performance of any of the affected party's obligations after that party has taken every reasonable step, including reasonable expenditures of money, to remedy the impact of the event: (a) events or circumstances that may give rise to a Force Majeure Event are limited to the following: (i) earthquakes, hurricanes, fires, storms, tidal waves, floods or other physical natural disasters; (ii) acts of war (whether declared or undeclared), terrorism, riot, civil war, blockade, insurrection or civil disturbances; (iii) acts of a governmental entity, agency or other local authority that prevent or make unlawful a party's performance; and (iv) strikes or labor disputes at the national level, but excluding any strike or dispute which is specific to the performance of this Purchase Order; (b) the parties confirm that Force Majeure Events do not include any of the following events or circumstances: (i) the mere shortage of or inability to obtain labor, equipment, materials or transportation which is not itself caused by a Force Majeure Event; (ii) the insolvency or change in economic circumstances of the affected party and (iii) change in market conditions. Subject to compliance with this Section, neither party is liable for any delay in performing or failure to perform its obligations (excluding indemnification obligations and the obligation to pay undisputed invoices) if and to the extent that the delay or failure is caused by a Force Majeure Event. A party is excused from its performance obligations that are prevented by a Force Majeure Event for as long as the Force Majeure Event continues. If a party seeks relief from its obligations to perform, it shall: (1) give prompt notice to the other party, which must include all of the following information: (A) the event that the party considers constitutes a Force Majeure Event and its likely effect on the performance of obligations; (B) a good faith estimate of the duration of the Force Majeure Event; and (C) the actions being taken (or proposed to be taken) to satisfy this Section; (2) make all reasonable efforts, including expenditure of money, to overcome the Force Majeure Event and to mitigate its effects; (3) if the Force Majeure Event continues, give periodic notices with a frequency as directed by Buyer; and (4) give the other party prompt notice of the conclusion of the Force Majeure Event and resume performance as soon as reasonably possible after its conclusion. Buyer has no obligation to make payments to Supplier for Product which Supplier is unable to deliver or services it is unable to perform because of a Force Majeure Event. If there are Product shortages due to a Force Majeure Event, Supplier will allocate Product in such a manner that ensures Buyer at least the same proportion of Supplier's total output of Product as was purchased by Buyer prior to such force majeure. In the event of non-delivery, Buyer may procure the Product from third parties and/or may terminate any pending Purchase Order in whole



or in part without penalty. Upon the occurrence of any delay or of any event reasonably likely to result in a delay, Supplier shall give Buyer immediate written notice.

11. **Compliance.** Supplier shall comply with, and Supplier represents and warrants that all Goods delivered to Buyer are in compliance with, and were manufactured, packaged, labeled, shipped and sold in compliance with all laws, rules, regulations and statutory requirements that from time to time come into force ("Laws"), including without limitation Laws that relate to labor and employment, safety, the environment, competition, anti-corruption and bribery and export controls and sanctions. Supplier, at its own expense, shall obtain and maintain all certifications, authorizations, licenses and permits necessary to conduct its business and perform its obligations under this Order. Supplier represents and warrants that Supplier is committed to the safe management of chemicals throughout their life cycle.
12. **TSCA and REACH.** Supplier shall ensure that an SDS is provided for all goods shipped to Buyer, and that the SDS lists all components of the goods as required by regulation. Supplier certifies that: (a) all chemical substances subject to the U.S. Toxic Substances Control Act of 1976 ("TSCA") supplied to Buyer are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; (b) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) supplied to Buyer have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration and all such requisite registrations have been obtained. To the extent that any of the substances contained in the goods require (pre-) registration under the REACH Regulation 1907/2006/EC ("REACH") by Buyer or Buyer's customers, Supplier shall provide Buyer upon request the substance ID information as per Annex VI paragraph 2 of REACH for all REACH-relevant substances in the goods that were obtained or provided by Supplier to enable Buyer to (pre-) register the REACH-relevant substance(s) contained in the goods.
13. **Warranties.**
 - a. Supplier represents and warrants the Products will: (a) meet the specifications set forth in the Purchase Order or otherwise agreed by the parties; (b) be free from all defects in design, workmanship and materials, and free of contaminants; (c) be of merchantable quality; (d) be fit for a particular purpose if specifically set forth in the Purchase Order; (e) be conveyed with good title, free from any lawful security interest, lien or encumbrance; (f) not be subject to third party claims of patent or copyright infringement or misuse of trademarks or trade secrets; and (g) be manufactured, stored, packaged and shipped in a professional and workmanlike manner.
 - b. Supplier represents, warrants, and covenants that the Services performed under this Order will (i) be performed in a good, prompt and diligent manner and in strict accordance with all conditions and requirements contained in this Order and (ii) reflect the level of skill, knowledge and judgment required or reasonably expected of suppliers performing comparable services.
 - c. With respect to any Goods designed by Supplier or any of Supplier's subcontractors or suppliers, Supplier assumes and acknowledges full and complete responsibility for the suitability, adequacy, and safety of the design of such Goods, including compliance with the warranties in Section 13(a). Supplier's warranties contained herein (and any consumer warranties) shall be enforceable by Buyer's customers and any subsequent owner or user of the goods or products produced from or containing the goods as well as by Buyer. Such warranties shall survive Buyer's inspection, testing, acceptance, and payment for such goods. Supplier's warranties set forth herein are in addition to and not in lieu of any warranty or service guarantee offered by Supplier or implied or provided by law. Supplier's extension of such warranties, however, will not relieve Supplier of its obligation to replace, repair, or refund non-conforming Goods.
 - d. If Buyer discovers that any Goods or Services fail to conform to the above warranties or otherwise do not conform to the Order, then, Buyer shall give Supplier written notice of the nonconformity within a reasonable time after discovery. Upon receipt of such notice, Supplier shall, at Buyer's option and at no cost to Buyer, promptly repair, replace with conforming Goods, or modify any non-conforming Goods, or re-perform the Services so that they conform, or refund to Buyer the Price of the non-conforming Goods or Services. Supplier shall provide all labor, engineering, supervision, equipment, tools, and materials necessary to affect the appropriate remedy and bear all expenses in connection with such remedy, including costs to expedite shipment of the replacement Goods, or, at Buyer's option, to recover or dismantle the Goods, as applicable. If Supplier is unable to remedy such nonconformity during a time period consistent with Buyer's requirements, Buyer may seek alternate supplies of Products or may undertake to remedy the nonconformity, and in such case, Supplier shall reimburse to Buyer (i) any reasonable costs Buyer incurs in excess of the Prices for such Goods that would have been due to Supplier under this Order, and (ii) any amounts already paid by Buyer for such non-conforming Goods or Services.
 - e. The goods, their packaging, and all labeling are compliant with all applicable laws and regulations (including, without limitation, all safety, health and environmental laws and regulations) which may govern in any jurisdiction which may apply.
 - f. The goods delivered to buyer shall have greater than eighty percent (80%) of the published shelf life remaining.
 - g. Supplier must send process change notifications in writing to Buyer no less than six (6) months in advance for the following: SDS modification, change in specification, change in critical raw materials, change in sourcing location, certificate of origin status, method of manufacture, or significant changes in SQC (Statistical Quality Control) of key properties.



14. **Quality Assurance.** Supplier shall maintain a consistent level of quality with respect to the Products during the Term and shall notify Olive & Branch M&D promptly upon any material change in the manufacturing process applicable to the manufacture of the Products. Moreover, Supplier agrees to adhere to the additional quality standards agreed between the Parties.
15. **Confidentiality.** In the performance by Supplier, with respect to the goods and/or services provided to Buyer under this order, Supplier may be entrusted with or be given access to intellectual property or proprietary/confidential information belonging to, acquired by, or controlled by Buyer (Buyer IP Rights). Buyer shall remain the owner of Buyer IP Rights. No license or rights, by implication or otherwise, with respect to any Buyer IP Rights including patent rights, trade secrets, or other proprietary right of Buyer is granted to Supplier under this order. Supplier agrees that all drawings, prints, other technical material, pricing information and/or other proprietary information which Buyer provides to Supplier, whether prepared by Buyer or by third parties under contract to Buyer, contain data which embody trade secrets and confidential know-how of commercial value to Buyer or third parties under contract to Buyer. Accordingly, except as otherwise required by applicable law or judicial process, Supplier agrees (a) to keep such information strictly confidential; (b) Supplier agrees not to disclose any Buyer IP Rights to any third parties (person, corporate division, or entity); and not to file any patent, utility model, or design application based on or disclosing Buyer IP Rights (c) that it will not use such information except in direct connection with the goods purchased hereunder; and (d) that it will not sell, lease, loan or permit any other person, corporate division, or entity to use such information for any purpose, without Buyer's prior written consent. The term "Confidential Information" as used herein includes all information and know-how provided to Supplier by or on behalf of Buyer whether written or disclosed orally except (a) information that Supplier can demonstrate by competent proof to have been in its possession prior to disclosure of such information to Supplier by Buyer, (b) any other information once it becomes part of the public domain by publication or otherwise through no act or omission of Supplier. Supplier may disclose Confidential Information only to those of Supplier's employees and subcontractors who need it in connection with this Order and subject to a duty of confidentiality at least equal to the one contained herein. Supplier shall be responsible for any breach of confidentiality by its employees and subcontractors.
16. **Intellectual Property.** Supplier acknowledges that certain rights, title, and interest in the intellectual property (including, but not limited to, patent, copyright, trademark, and trade secrets) associated with the Goods may be owned by a third party. In such event, Supplier warrants and represents that it is authorized by such owner to market, offer for sale, sell, and distribute the Goods to Buyer; and that neither the Goods or Services, nor any of the means or processes used to manufacture the Goods or provide the Services, nor Buyer's use of the Goods or Services will infringe or misappropriate any intellectual property rights of any third party. Supplier shall fully indemnify and hold harmless Buyer, its Affiliates, and their respective officers, employees, directors, and agents for all damages and costs incurred by or awarded against any of them in responding to and defending (if applicable) any third party action for intellectual property infringement or misappropriation that may arise from the Goods or Services, any of the means or processes used to manufacture the Goods or provide the Services, or Buyer's use of the Goods or Services. If as a result of any suit or proceeding, the Goods or Services or any part thereof, are held to constitute any such infringement or misappropriation, Supplier, at its option and at no cost to Buyer, either shall (a) procure for Buyer the right to continue using the Goods or Services, or (b) replace the Goods or Services with substantially equivalent non-infringing goods/services. Supplier shall respect all trademark, copyright, patent and other proprietary and intellectual property rights of Buyer, its Affiliates and of third parties.
17. **Indemnity and liability.** To the greatest extent permitted by law, Supplier shall indemnify and hold harmless Buyer, its Affiliates, and their respective officers, employees, directors, and agents against all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and disbursements) to the extent they arise from, or may be attributable to, any (a) breach of this Order by Supplier or (b) the negligence, gross negligence, or willful misconduct of Supplier or any of its employees, agents, or subcontractors in the performance of this Order. Buyer is not liable for any damage Supplier, its employees, affiliates, subcontractors, or agents may incur under or in relation to the Order, unless the liability is the direct result of Buyer's gross negligence or willful intent. Should Buyer in deviation from this Section be held liable by a competent court or authority, Buyer's total liability under this Order will never exceed the total invoice value of the Order, excluding taxes and other levies and expenses.
18. **Insurance.** Supplier shall maintain adequate liability, employer's liability, and workers' compensation insurance in amounts satisfactory to Buyer to protect Buyer, its Affiliates, and their respective officers, employees, directors, and agents with respect to the indemnity in Section 18 and any claims under workers' compensation, safety and health and similar laws and regulations. Such insurance shall be primary without any right of contribution by Buyer. Upon request, Supplier shall furnish certificates of insurance to Buyer. Supplier also shall maintain property insurance coverage in types and amounts satisfactory to Buyer for all Goods that are or at any time become so identified to this Order.
19. **Termination for Convenience.** Buyer may terminate this Order for any or no reason, effective immediately upon written notice to Supplier or upon such later date as set forth in such notice. Supplier shall discontinue work under this Order immediately upon the effectiveness of such termination and shall take all steps necessary to protect the work completed. At Buyer's election, Supplier shall deliver all or any portion of the Goods completed, with all warranties, or dispose of such Goods as Buyer may reasonably direct. Upon such termination, Supplier will be entitled to (a) compensation for all conforming Goods delivered and Services performed prior to such termination and (b) reimbursement of all reasonable, documented costs actually incurred by Supplier prior to such termination in connection with the Services or Goods (except with respect to any Goods that are in Supplier's standard stock). Supplier will not be entitled to any lost profits with respect to any Services not performed or Goods not completed or completed but not delivered to Buyer.



20. **Termination for Breach.** Without prejudice to Buyer's other rights and remedies under this Order and at law and in equity, Buyer may terminate this Order, effective immediately upon written notice to Supplier or upon such later date as set forth in such notice, if Supplier (a) fails to deliver any Goods or perform any Services by the time(s) specified in this Order (unless excused as an Excused Delay); (b) gives Buyer reasonable cause to doubt Supplier's ability to deliver the Goods or perform the Services in accordance with this Order (including Supplier's delivery obligations); or (c) subject to clause (a) of this Section 20, fails to cure a breach of any representation, warranty or other obligation under this Order, including the delivery of nonconforming Goods or the performance of nonconforming Services, within 30 days of Supplier's receipt of notice of such breach from. Upon any such termination, Buyer will have no further liability under this Order except to pay for conforming Goods delivered and conforming Services performed prior to such termination.
21. **Records and Audits.** Supplier shall maintain complete financial records and accurate documentation relating to the performance of this Order (including the manufacture, storage, shipment, other transportation, and sale of the Goods and all components thereof) during the performance of, and for three years after final payment, under this Order or longer if otherwise required by governmental authorities with jurisdiction over Supplier. Buyer or its designee has the right (but not the obligation) to audit and inspect Supplier's records with respect to amounts invoiced to Buyer (including pass-through costs from third parties) and Supplier's compliance with the provisions of this Order. Buyer shall be entitled to ask for a high-level cost breakdown to be provided to the person(s) performing the audit. The right to audit and inspect extends during the performance of, and for five (5) years after final payment under, this Order. Buyer will give Supplier reasonable prior notice of its audit or inspection. If an audit or inspection reveals an error in the amounts charged to Buyer or paid to Supplier, then an appropriate adjustment shall be made within thirty (30) days by either Supplier or Buyer, as applicable. Buyer shall pay for any audit or inspection unless such audit or inspection is conducted subsequent to Supplier's default or overcharge, in which case Supplier shall pay for all audit or inspection costs incurred by Buyer. Supplier shall pay all expenses incurred by Supplier in supporting the audit and inspection.
22. **Insolvency.** Subject to applicable bankruptcy law, in the event of any proceeding by or against Supplier in bankruptcy, reorganization, suspension of payments procedure, or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, Buyer may terminate this Order immediately upon notice to Supplier without further liability, except to pay for conforming Goods delivered and accepted by Buyer and conforming Services performed by Buyer prior to such termination.
23. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
24. **Notices.** All notices and approvals under this Order shall be in writing and deemed given to the receiving party when: (a) received via the email address specified, (b) delivered by hand to the person specified at the address specified, or (c) delivered by third party courier service, including FedEx, UPS, and DHL, to the person specified at the address specified. If a party does not specify such information, the address on the face of this Order shall be used. Either party may change its information upon 10 days' notice to the other party.
25. **Miscellaneous.** This Order shall be governed by, and construed and enforced in accordance with, the laws of the country, and if applicable, state or province, in which Buyer's address (as set forth in the Order) is located without regard to its conflict of laws rules. The court having jurisdiction in the place in which the Buyer's address (as set forth in the Order) is located shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement, provided however, that if no court having jurisdiction over the subject matter of the dispute is located in such place, suit may be brought in the court having jurisdiction over the subject matter closest to such city. All warranties, indemnities and confidentiality rights and obligations will survive the termination or completion of this Order. Supplier acknowledges that it has been selected by Buyer to meet Buyer's particular needs. Therefore, Supplier may not assign, transfer, grant any security interest over, hold on trust, novate, or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any such assignment or transfer without Buyer's consent shall be void. Olive & Branch M&D may assign, transfer, grant any security interest over, hold on trust, novate, or sub-contract any or all of its rights or obligations under this Order without Supplier's prior written consent. Supplier's relationship with Buyer is that of an independent contractor. If any part of this Order is found to be invalid or unenforceable for any reason, the rest of this Order will remain valid and enforceable. The rights and remedies in this Order are cumulative and not exclusive of any other right or remedy that might be available under applicable law. If either party fails to enforce any term of this Order, such failure will not constitute a waiver of that term nor prevent the party from enforcing such term later. Any waiver must be done explicitly and in writing. This Order binds the parties, as well as their legal representatives, successors, and permitted assigns. Amendments to this Order shall be in writing and signed by both parties. This Order and any Existing Agreement (if applicable) constitute the entire agreement of the parties concerning the subject matter of this Order and supersede any prior or contemporaneous agreements or understandings between the parties concerning the same subject matter. No course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction in this Order, nor be deemed to amend this Order. All policies referenced herein are hereby made a part of this Order. If there is a conflict between or among the provisions of this Order and such policies, the provisions of this Order shall be given precedence over the policies. If there is a conflict between the Privacy Policy and any provision of this Order, the Privacy Policy will be given precedence. Any amendment to this Order must be made in writing and signed by authorized representatives of both parties.