

Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (“Terms and Conditions”) and the accompanying Purchase Order (including any and all appendices, and/or exhibits attached hereto or otherwise issued by Buyer (as defined hereafter) in connection herewith, collectively, the “Purchase Order”) is by and between Northeastern University, a Massachusetts non-profit educational corporation, (“Buyer”) and Vendor (as identified and defined in the Purchase Order) (Buyer and Vendor, collectively, the “Parties,” each a “Party”). The Purchase Order and these Terms and Conditions constitute the entire agreement between Buyer and Vendor and supersede and replace any and all prior discussions and agreements between the Parties. By commencing the services and/or shipping any of the goods, items, products or components (the “Material”) set forth in the Purchase Order, Vendor irrevocably accepts these Terms and Conditions. Unless otherwise set forth herein, if any discrepancy, difference or conflict exists between the various provisions of the Purchase Order and these Terms and Conditions, these Terms and Conditions shall govern. Any proposal by Vendor for additional or different terms and conditions and any attempt by Vendor to vary in any way these Terms and Conditions are hereby rejected by Buyer. The Purchase Order and these Terms and Conditions shall govern and control over any other writing between the Parties unless the Purchase Order (including, these Terms and Conditions) are specifically varied or contradicted by one of the following methods in the listed order of precedence: (i) varying terms on the face of the Purchase Order; (ii) a current existing Master Purchase Agreement between the Parties covering the Materials; (iii) another valid agreement between the Parties to which the Purchase Order applies.

- 1. CHANGES.** Buyer may make changes to the Purchase Order at any time, and Vendor shall accept such changes. Any changes to the Material shall be negotiated in advance by the Parties and agreed to in writing. If any such required changes cause an increase or decrease in the time required for performance by Vendor, an equitable adjustment shall be made in the purchase price or delivery schedule, or both. Any claim by Vendor for adjustment under this Section 1 shall be deemed waived unless asserted in writing within ten (10) days from receipt by Vendor of notice of changes. If price increases, extensions of time for delivery and/or change in quantity are necessary, Buyer must be notified and must accept in writing any variation prior to shipment or delivery as evidenced by a change order executed by both Parties (a “Change Order”).
- 2. PRICE/TAXES.** Prices or fees for conforming Material are firm and shall remain firm until deliveries have been completed, unless otherwise expressly agreed to in writing by the Parties. Vendor agrees that any price reduction made with respect to Material covered by the Purchase Order subsequent to placement by Buyer shall be applied to the Purchase Order. All prices specified herein shall include all charges for, but not limited to, any applicable transportation charges, insurance costs, shipping and handling fees and taxes; provided, however, Vendor shall not include sales tax on the Material. Prices set forth in the Purchase Order are exclusive of applicable sales, use, excise, value-added or similar taxes. Buyer is exempt from the Massachusetts Sales and Use Tax Law (exemption number E041-679-980) and shall furnish Vendor with a tax exemption certificate upon request.
- 3. TERMS OF PAYMENT.** Upon Acceptance (as defined hereafter) of the Material pursuant to Section 6 herein, Buyer agrees to pay all amounts due within thirty (30) days of receipt of Vendor’s invoice (less any deposits paid to Vendor (if any)) unless otherwise agreed to by the Parties in the Purchase Order. Vendor shall invoice Buyer and Buyer shall only be obligated to

pay such invoice if issued to Buyer subsequent to delivery, receipt and Acceptance of all Material ordered under the Purchase Order.

- 4. DELIVERY/FORCE MAJEURE.** Vendor hereby agrees to on-time delivery based upon the timeline set forth in the Purchase Order. If the Purchase Order does not specify a delivery date for the Materials (the “Delivery Date”) or timeline, Vendor shall provide the Material as if time is of the essence. If any Material is not delivered or rendered by the Delivery Date, Buyer reserves the right, without liability, to terminate the Purchase Order as to any Materials not yet shipped or rendered and to purchase substitute Material and to charge Vendor for all losses incurred in connection therewith. Oral cancellation of the Purchase Order made by Buyer is effective when made, but such oral cancellation shall be confirmed in writing within seven (7) days after such oral cancellation is given. Buyer shall have the right to refuse deliveries of Materials made by Vendor (or its agent) in excess of one (1) week in advance of the Delivery Date, unless otherwise agreed to by the Parties. Changes, modifications or any delay resulting from Buyer that prevents Vendor from achieving the Delivery Date shall not constitute a breach of the Purchase Order by Vendor. In the event that Vendor anticipates a delay in the delivery of the Material, Vendor shall immediately notify Buyer. Acceptance of any part of the Purchase Order shall not bind Buyer to Accept (as defined hereafter) any future shipments nor deprive it of the right to return non-complying Materials. Vendor shall notify Buyer in writing promptly of any delays (however caused) and of any actual potential labor dispute which delays or threatens to delay the timely performance of this Purchase Order. If Vendor is unable to complete performance by the Delivery Date, by reason of government action or failure to act where required, riot, war, fire or similar catastrophe, severe weather or other causes beyond Vendor's reasonable control, Buyer, at its option, may elect to take delivery of Material hereunder in its unfinished state and to pay such proportion of the purchase price as the Materials then completed hereunder and to terminate the Purchase Order without liability as to the balance of the Material covered hereunder.
- 5. SHIPPING, PACKAGING AND LABELING.** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, Buyer's packaging specification. Vendor shall mark on all containers, handling and loading instructions, shipping information, part number, Purchase Order number and item number, quantity in box, shipment date, and names and addresses of Vendor and Buyer. An itemized packing list must accompany each shipment. Each packing slip shall include; the Purchase Order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information. Vendor shall substantially pack, mark and ship all Material in a manner to secure the lowest, reasonable transportation cost and in accordance with the shipping instructions contained in the Purchase Order. Vendor shall be liable for any difference in shipping charges arising from its failure to follow the shipping instructions contained herein. If applicable, the Parties agree to assist each other in the prosecution of claims against Vendor’s shipping agent or carrier relating to any damage to the Materials caused by Vendor’s shipping agent or carrier.
- 6. ACCEPTANCE.** As a condition precedent to payment of the purchase price for Material by Buyer to Vendor, Buyer shall Accept the Material (in whole or in part thereof) on the Delivery Date or as otherwise set forth in the Purchase Order. For purposes of these Terms and Conditions, “Acceptance” means the point at which Buyer accepts or is deemed to accept the Material in

accordance with the terms set forth in the Purchase Order. Acceptance shall include the terms "Accept" and "Accepted". The Material shall be deemed to have been Accepted (i) in the absence of written notification of non-Acceptance by Buyer to Vendor, within a reasonable period of time, or (ii) upon timely delivery of the conforming Material identified herein to the shipping address specified on the face of the Purchase Order. By way of clarification, Buyer hereby retains the right to reject any non-conforming Material and shall not be obligated to Accept any non-conforming Material. Payment for Material provided under the Purchase Order shall not constitute Acceptance thereof. Buyer may inspect and test such Material and reject any or all Materials that are, in Buyer's sole judgment, non-conforming. Material rejected or supplies in excess of quantities ordered may be returned to Vendor at its expense. Failure by Buyer to inspect and/or test the Material shall not be deemed Acceptance by Buyer. If deemed necessary by Buyer, Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve Vendor from responsibility for defects or other failures to meet the requirements of these Terms and Conditions and the Purchase Order.

- 7. RISK OF LOSS AND TITLE.** Vendor assumes all risk of loss of or damage to all Material ordered and all work in progress and other items related to the Purchase Order until the Materials are Accepted by Buyer. Terms of shipping are F.O.B. Buyer's shipping address unless otherwise noted within the terms of the Purchase Order. Upon Acceptance, Vendor hereby sells, assigns, grants and transfers to Buyer all right, title and interest in any and all Materials, including without limitation, all propriety rights of Vendor embedded in the Materials; provided however, the term "Material" shall not include any verifiably pre-existing materials, information or products of Vendor including, but not limited to software, schematics, prototypes, artwork, literature, signage, photography, videography, documentation, displays, and exhibits (collectively, "Vendor Materials"). Vendor Materials shall be owned by and remain the sole and exclusive property of Vendor (or Vendor's suppliers, as applicable) at all times. Vendor has the power to and hereby grants to Buyer a non-revocable, non-transferable, fully-paid up license without conflict with rights of any third party to use such Vendor Materials in connection with the Material and the Parties acknowledge that the purchase price set forth in the Purchase Order has been priced accordingly.
- 8. WARRANTIES.** Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of Vendor's industry in the United States and shall meet or exceed Vendor's specifications on performance as detailed in Vendor's brochures, sales literature and other specifications as provided to Buyer. Vendor shall perform all services to the reasonable satisfaction of Buyer. In addition to any other express or implied warranties, Vendor warrants that the Material furnished pursuant to the Purchase Order: (a) is free from defects in title, workmanship and material; (b) is free from defects in design except to the extent that such items comply with detailed designs provided by Buyer; (c) is of merchantable quality and suitable for the purposes, if any, which are stated on the Purchase Order; (d) shall conform to all specifications or other descriptions furnished to and approved by the Parties; (e) shall comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning health, safety and environmental standards) which bear upon the Materials; (f) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Buyer; and (g) shall not be not restricted in any way by any patents, copyrights, mask work, trademark, trade secrets, or intellectual property, proprietary or contractual right of any third party.

In addition, Vendor warrants that Buyer shall have good and marketable title to all Materials (including components thereof) purchased pursuant to the transactions contemplated under the Purchase Order, free of all liens and encumbrances and that no licenses are required for Buyer to use such Material. If any Material covered by the Purchase Order is found not to be as warranted, Buyer may, by written notice to Vendor: (a) rescind the Purchase Order as to such non-conforming Material; (b) Accept such Material at an equitable reduction in purchase price; or (c) reject such non-conforming Material and require the delivery of suitable replacements at no additional charge to Buyer. If Vendor fails to deliver suitable replacements promptly, Buyer, with notice of five (5) business days, may replace or correct such Material and charge Vendor the additional cost incurred by Buyer thereby, or terminate the Purchase Order for material breach. Any items corrected or furnished in replacement are subject to all the provisions of this section to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material shall be at Vendor's expense. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of the Purchase Order and such warranties shall run to Buyer, its successors, assigns, trustees, faculty, employees, students, agents and users of the Material. Nothing herein, however, shall limit Buyer's rights in law or equity for damages resulting from delivery of defective Material or provision of services. Rights granted to Buyer in this Section 8 are in addition to any other rights or remedies provided elsewhere in these Terms and Conditions or in a court of law.

9. **USE OF NAME.** Vendor shall not cause or allow the name of "Northeastern" (or any variation thereof) or any Buyer logo or mark, or that of any of its schools, departments or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without prior written approval of Buyer. Vendor shall not implement any marketing, advertising, promotional, or media activity, including press releases, utilizing any of Buyer's trademarks, copyrights, logos, slogans, or any other proprietary interests, or make any mention of Buyer's involvement in the Purchase Order or the terms or subject matter of the Purchase Order without first obtaining Buyer's prior written approval in each instance
10. **BUYER'S PROPERTY IN VENDOR'S POSSESSION.** All tools, special dies, molds, patterns, jigs and any other property furnished to Vendor by Buyer or specifically paid for by Buyer for use in the performance of the Purchase Order, shall be (i) the property of Buyer; (ii) subject to removal at any time upon Buyer's demand; (iii) used only in filling orders for Buyer; (iv) maintained in good order and condition; and (v) clearly identified as the property of Buyer. Vendor assumes all liability for loss or damage to such property.
11. **WORK PERFORMED ON BUYER'S PREMISES.** In accordance with Buyer policies, Vendors that have access to Covered University Facilities are required to perform criminal background checks on all employees who will be performing services for Buyer. "Covered University Facilities" means the Buyer's University Health & Counseling Services center, residence halls and athletic facilities with locker rooms and/or showers, and other Buyer facilities where programs for minors are located. The applicable policy, including requirements for Vendor certifications and other matters, is set forth here: https://www.northeastern.edu/policies/pdfs/Policy_on_Background_Checks_for_Contractors_and_Vendors.pdf.
12. **INDEMNITY.** In addition to any indemnification obligations of Vendor set forth herein, to the

fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless Buyer, its corporations, trustees, officers, employees, students, representatives and agents (each an "Indemnitee", and collectively, the "Indemnitees") from and against all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable attorneys' fees and costs of suit) ("Indemnified Claims") arising from Vendor's: (a) performance of its obligations under the Purchase Order (including, these Terms and Conditions) and (b) misrepresentation or breach of any representation, warranty, obligation, or covenant of the Purchase Order (including, these Terms and Conditions). Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This Section shall survive termination, cancellation, or expiration of the Purchase Order.

13. ASSIGNMENT/SUBCONTRACTING. Vendor shall not assign the Purchase Order, any rights under the Purchase Order or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of Buyer. No purported assignment or delegation by Vendor shall be binding on Buyer without such consent.

14. CANCELLATIONS. In addition to the rights set forth herein, Buyer may for any reason and at any time, cancel any unshipped Material. To the extent the Purchase Order covers stock Materials, Buyer's only obligation is to pay for Accepted Material prior to such cancellation. To the extent the Purchase Order covers Material manufactured or fabricated to Buyer's specifications, Vendor shall immediately cease all performance hereunder upon receipt of notice of cancellation, and, if Vendor is not in default of the Purchase Order, Buyer shall reimburse Vendor for the actual, direct cost to Vendor of such Material which have, at the time of such cancellation, been wholly or partially manufactured. In the aforementioned scenario, upon payment of the reimbursement by Buyer, title to all such work in progress or completed Material shall pass to Buyer. Unless Buyer shall have otherwise instructed Vendor, Vendor agrees that it shall not manufacture Material in reserve in an amount greater than the number of manufactured Material that it has shipped to Buyer at any one time. Buyer may cancel the Purchase Order in whole or in part at any time for cause by written (including facsimile) to Vendor, effective when sent, in the event Vendor: (a) fails to comply with any term or condition of the Purchase Order including, but not limited to, delivery terms; (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; (c) files a voluntary petition in bankruptcy; (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; (e) voluntarily ceases trading; (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Purchase Order to a third party without Buyer's advance written consent. Upon the occasion of any one of the aforesaid and in addition to any remedies which Buyer may have in law or in equity, Buyer may also cancel the Purchase Order or any outstanding deliveries hereunder by notifying Vendor in writing of such cancellation and Vendor shall thereupon transfer title and deliver to Buyer such work in progress or completed Material as may be requested by Buyer. Buyer shall have no liability to Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and Accepted by Buyer prior to Vendor's receipt of the notice of termination, and for work in progress requested for delivery to Buyer.

15. RESCHEDULING. Buyer may without liability at least fourteen (14) days prior to the scheduled Delivery Date appearing on the Purchase Order defer delivery on any or all Material under the

Purchase Order by giving oral notice to Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

- 16. CONFIDENTIALITY/ADVERTISING OR PUBLICATION.** Any and all information provided by or on behalf of Buyer to Vendor in connection with the Purchase Order is deemed to be the confidential information of Buyer. Vendor shall not use or access such confidential information except in connection with the performance of this Purchase Order nor divulge such confidential information to any third party, unless Buyer consents in writing to such use or divulgence or such disclosure is required by law or required to perform the Purchase Order. Vendor agrees to protect and safeguard from and against unauthorized access, use or disclosure such confidential information of Buyer in the same manner that it protects the confidentiality of Vendor's own proprietary and confidential information of like kind (but in no event using less than reasonable care).
- 17. INDEPENDENT CONTRACTOR.** Vendor shall perform the obligations of the Purchase Order as an independent contractor and under no circumstances shall it be considered an agent, employee, partner, or joint venture of Buyer, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor. The Purchase Order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the Parties hereto. Vendor expressly waives any and all rights which may or may not exist to claim any relief under Buyer's comprehensive insurance policy, worker's compensation or unemployment benefits. Vendor is solely and personally responsible for all federal, state and local taxes, contributions and other liabilities with regard to payments by Buyer to Vendor.
- 18. STANDARDS OF CONDUCT.** Vendor must reassign its employees, agents and subcontractors working on Buyer's premises if any such personnel are deemed to be disruptive, dangerous, incompetent, or otherwise non-compliant with reasonable conduct guidelines and Buyer policies and procedures. At Buyer's request, Vendor shall distribute publications supplied by Buyer regarding Buyer's policies, practices, and procedures, including, but not limited to, Equal Opportunity and Anti-Sexual Harassment policies.
- 19. INVOICING/PAYMENTS/SET-OFFS.** After each delivery of Material, pursuant to the Purchase Order, Vendor shall send duplicate invoices, including the item number, to Buyer's Accounts Payable Department. Payment of Vendor's invoice shall not constitute Acceptance of Material ordered and shall be subject to appropriate adjustment, if Vendor failed to meet the requirements of the Purchase Order. Buyer shall have right at any time to set-off any amounts due to Vendor, (or any of its associated or affiliated companies) against any amounts owed by Buyer with respect to the Purchase Order or any subsequent Purchase Order or any other contractual agreement between the Parties hereto unless such set-off violates local law or regulations. Except as expressly provided to the contrary in the Purchase Order, all expenses incurred by the Parties shall be the sole responsibility of the Party who ordered the service or incurred the particular expense.
- 20. INSURANCE.** Vendor shall maintain at its own expense public liability, personal injury, commercial automobile liability, property damage, employer's liability and compensation, and umbrella/excess liability insurance in each case in an amount necessary determined by Buyer to

be appropriate, to protect Buyer from said risks and from any statutory liabilities whatsoever arising therefrom. Vendor shall produce evidence of such insurance upon request by Buyer.

21. WAIVER. Except as otherwise provided in the Purchase Order, the failure of Buyer to insist in any instance upon the strict performance of any provision of the Purchase Order, or to exercise any right or privilege granted to Buyer hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

22. NOTIFICATION OF HAZARDOUS PRODUCT. Vendor hereby agrees to notify Buyer of any inherent hazard related to the Material being purchased herein that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to Buyer's Director of Procurement Services and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by Buyer or others and any additional information that Buyer should reasonably expect to know to protect its interest. All shipments of hazardous Materials under the Purchase Order shall comply with current U.S. Department of Transportation ("DOT") regulations as published in 49 CFR 100- 199, and the labeling shall meet the current U. S. Occupational Safety and Health Administration ("OSHA") regulations as published in 29 CFR 1910.1200, for the transporting and labeling of hazardous materials or such successor regulations as the case may be. Material Safety Data Sheets ("MSDS") shall be supplied with the first shipment of all hazardous materials, and these sheets shall be resubmitted if any changes or updates, as required, are made. A second copy must be sent to Buyer's Office of Environmental Health and Safety.

23. COMPLIANCE. Vendor agrees to comply with the requirements of Executive Order 11246, as amended, relating to Equal Employment Opportunity; Executive Order 11701, relating to the Employment of Veterans, and the Rehabilitation Act of 1973 and their implementing regulations at 41 CFR 60-250 and 41 CFR 60-741. Vendor also agrees to comply with the Fair Labor Standards Act and the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including the procurement of required permits and certificates and compliance with the Small and Minority Business Investment Act known as Public Law 95-507), as well as all applicable Buyer policies <https://www.northeastern.edu/policies/>, in Vendor's performance of the Purchase Order. Whether or not Buyer provides a specification, if Materials furnished by Vendor are required to be constructed, packaged, labeled or registered in a prescribed manner, Vendor shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. Vendor shall defend, indemnify and hold harmless Buyer and its corporations, trustees, officers, employees, students, representatives and agents from and against any claim, loss or damage arising out of or relating to the failure of Vendor to comply with any federal, state, county or local laws, ordinances, regulations, codes, or Buyer policies. Buyer encourages Vendor to provide opportunities and assistance to minority-owned and women-owned businesses in accessing the necessary channels to allow their maximum participation in the provision of goods and services. A minority-owned business is defined as a business owned and operated by a person(s) who is a member of a minority group such as African American, Hispanic, Native American (American Indian), Asian American (Chinese, Korean, from India, Japanese, Pacific Islander), or Cape Verdean (from the Cape Verde Islands off the coast of Africa).

24. MANDATORY CLAUSES REQUIRED UNDER GOVERNMENT CONTRACTS OR

SUBCONTRACTS. If a U.S. Government contract number is shown on the face of the Purchase Order, clauses contained in the current issue of the Federal Acquisition Regulations (“FAR”) and supplements thereto, which the U.S. Government makes mandatory for a contractor under a U.S. Government contract to include in its subcontracts thereunder, shall apply to the Purchase Order.

- 25. LIMITATION OF LIABILITY.** In no event shall Buyer be liable to Vendor, its employees, officers, directors, representatives, agents, suppliers or subcontractors for any indirect, incidental, special or consequential damages relating to this Purchase Order including, but not limited to, loss of revenues and loss of profits. Buyer’s total liability on any claim for loss, damage or expense arising under or in connection with the Purchase Order shall not exceed the purchase price paid by Buyer to Vendor for the Material under the accompanying Purchase Order, regardless of the theory of the claim or any notice to Buyer of such claim. Any action alleging any material breach of the Purchase Order by Buyer must be commenced within six (6) months after the cause of action has accrued.
- 26. EXPORT CONTROLS.** Vendor shall notify Buyer if Vendor is or becomes listed in any denied party list or if Vendor’s export privileges are otherwise denied, suspended or revoked in whole or in any part by any U.S. Government entity or agency. Vendor shall provide prior written notice to Buyer of all Materials under this Purchase Order that are export-controlled under the U.S. International Traffic in Arms (“ITAR”) or listed in an Export Control Classification Number (“ECCN”) entry on the U.S. Commerce Control List of the Export Administration Regulations (“EAR”) or similar U.S. Government export control list covering the Materials. The notice shall be sent to Buyer’s Director of Purchasing (at the address specified in these Terms and Conditions) and shall specify the proper ECCN or United States Munitions List (“USML”) Category, as appropriate, of such Materials. Vendor shall not provide any such export-controlled Material to Buyer without the prior written consent of Buyer. Vendor shall promptly notify Buyer in writing of any future changes to the export classification information of the Materials.
- 27. REPRODUCTION OF DOCUMENTATION.** Buyer shall have the right at no additional charge to use or incorporate all or portions of information found in Vendor's literature and/or reproduce Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. Vendor agrees to advise Buyer of any updated information relative to the foregoing literature and documentation with timely written notice.
- 28. GOVERNING LAW.** These Terms and Conditions (and Purchase Order) shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Each of the Parties hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and the United States of America located in Suffolk County, Massachusetts (the “Massachusetts Courts”) for any litigation arising out of or relating to these Terms and Conditions and the transactions completed in accordance with the Purchase Order (and agrees not to commence any litigation relating thereto except in such courts), (ii) waives any objection to the laying of venue of any such litigation in Massachusetts Courts, and (iii) agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in an inconvenient forum.
- 29. INTERPRETATION.** In these Terms and Conditions, unless the context otherwise requires,

words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders, and words denoting natural persons shall include corporations and partnerships and vice versa. Whenever the words “include,” “includes,” or “including” are used in these Terms and Conditions, they shall be understood to be followed by the words “without limitation.” The words “hereof,” “herein,” and “hereunder,” and words of similar import, when used in these Terms and Conditions refer to these Terms and Conditions as a whole and not to any particular provision of these Terms and Conditions unless otherwise specified. All terms used herein with initial capital letters have the meanings ascribed to them herein, and all terms defined in these Terms and Conditions shall have such defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. The definitions contained in these Terms and Conditions are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument, or statute defined or referred to herein, or in any agreement or instrument that is referred to herein, means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. If any ambiguity or question of intent or interpretation arises, these Terms and Conditions must be construed as if it is drafted by all the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of these Terms and Conditions.