

PURCHASE ORDER TERMS & CONDITIONS - US

revised March 1, 2019

1. Acceptance

These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by LSC Communications LLC or one of its subsidiaries located in the United States of America (hereinafter referred to as "LSC") to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). LSC objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of LSC's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and LSC. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and LSC. If an Order has been issued by LSC in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer, then the issuance of the Order by LSC shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contracts Terms constitutes the entire agreement between Supplier and LSC with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have accepted the Contract Terms unless Supplier notifies LSC to the contrary in a writing signed by Supplier's authorized representative within one (1) business day after receipt of the Order.

2. Termination

LSC may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, the Order shall be deemed terminated upon receipt of the Notice, unless the notice specifies a date for termination or otherwise mutually agreed to by the parties. LSC shall pay for any products delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if LSC has paid in advance any fees covering a fixed period of Services). Unless LSC has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

3. Confidentiality

All specifications, documents, artwork, or drawings delivered to Supplier by LSC, and any other non-public information LSC discloses to Supplier, remains LSC's property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without LSC's prior express written consent. LSC reserves the right to request that Supplier return all such information to LSC or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

4. Warranty

Supplier expressly warrants that all products and services supplied to LSC by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by LSC shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to LSC, when notified of such non-conformity by LSC. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, Supplier will be responsible for any costs or damages incurred by LSC due to errors or defects in, or non-performance or non-delivery of, all or any part of the goods or services specified in any Order.

5. Price

An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the LSC Buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty. If Supplier sells products to LSC, or if the services include provision to LSC of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty.

6. Taxes

LSC will not be liable for any taxes with respect to an Order, except for sales, use, retailers occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from LSC. Supplier shall not collect or remit, and LSC shall not be liable for, any such taxes if LSC has provided Supplier with a tax exemption certificate. LSC also will not be liable for any taxes of any nature based on the income of Supplier. If LSC is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, LSC will be entitled to deduct the amount of such Withholding Taxes from the

amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides LSC with adequate documentation of such exemption from or reduced rate of withholding, LSC will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by LSC as to LSC's liability for any such tax, Supplier shall allow LSC, at LSC's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. LSC shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax owing including in the amount to be reimbursed, any interest charges and penalties accruing thereon.

7. Invoices

Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable LSC to obtain appropriate credit for any Taxes charged. All invoices shall be sent to the email or street address on the Order. Failure to comply with the above may result in delayed payment or returned invoices.

8. Payment

As full consideration for Supplier's satisfactory provision of the products or performance of the services, LSC will pay Supplier's invoice not later than ninety (90) days following LSC's receipt of said invoice unless otherwise indicated in supplier agreement. LSC's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless LSC agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. LSC shall receive invoices within three (3) business days of invoice date.

9. Presumptions

Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within one (1) year of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to LSC that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of (i) one (1) year after the Delivery Date or performance of the services covered by the supplemental invoice, or (ii) three (3) months after the date of submission of the original invoice.

10. **Force Majeure**
Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with LSC's delivery schedule or otherwise fail to comply with its obligations hereunder, LSC may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.
11. **Intellectual Property**
If Supplier provides to LSC any development, consulting, analysis, design, computer programming, installation, testing, conversion, implementation, training, technical writing and any other services resulting in the creation or modification of any computer programs, firmware, schematics, flowcharts, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium, the terms and conditions of LSC's [Specifications D-1](#) (Terms for Development and Professional Services) shall apply to that Order. LSC shall retain a copy of the version of Specifications D-1 that was in effect at the time each Order was placed and records showing the effective dates of each version.
12. **Indemnity**
Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold LSC, its Affiliates, directors, officers, agents, employees, and shareholders harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of Supplier, its subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.
13. **Insurance**
Supplier shall maintain and could be requested to provide certificates of insurance from companies meeting an A.M. Best rating of at least A- VII showing that Supplier is covered by A) Workers' Compensation as required by law, including a waiver of subrogation in favor of LSC; B) Employers Liability and Occupational Disease insurance with limits of \$500,000 per occurrence; C) Commercial General Liability, including Products and Completed Operations, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage; D) Auto Liability covering all autos with a limit of \$1,000,000; and E) Professional Liability with a limit of \$2,000,000 per claim. The Commercial General Liability policy shall name LSC as an additional insured as its interest may appear, contain a cross liability (severability of interests) provision and be primary and non-contributory to any insurance available or maintained by LSC Communications LLC. Additional insurance requirements may apply under the LSC G-1 Specifications. No exceptions to these coverages may be made unless approved in writing by LSC. If requested, properly endorsed Certificates of Insurance may be sent to the following

address:

LSC Communications LLC
Risk Management Department
4101 Winfield Road
Warrenville, Illinois 60555

LSC shall not, because of accepting, rejecting, approving or receiving any certificate of insurance required hereunder, incur any liability for the existence, non-existence, form or legal sufficiency of the insurance described on such certificate; the solvency of any insurer; or the payment of losses. No provision under this section shall be construed or deemed to limit Supplier's obligations under this Agreement to pay damages or other costs and expenses.

14. **Limitation of Liability**

IN NO EVENT WILL LSC BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF LSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Changes**

LSC reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be evidenced in writing by LSC in the form of a change Order. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the change Order. Supplier may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without LSC's written Change Order acknowledging the change. Any such Change Orders accepted by Supplier shall be incorporated in and amend the Order.

16. **Packaging**

Unless otherwise specified, the products Supplier sells to LSC shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Supplier agrees to mark all containers with necessary lifting, handling, and shipping information and also Order numbers, date or dates. A packing list must be enclosed in all shipments showing the Order number and exact quantity and description of the goods shipped.

17. **Risk of Loss**
Regardless of the method of shipment used, Supplier agrees to deliver all product specified on the Order to the location(s) specified on the Order at Supplier's own risk. Supplier shall bear the risk of loss, destruction or damage until the items are accepted by LSC.
18. **Delivery**
Time is of the essence. Supplier agrees to comply with LSC's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating LSC's requirements, and shall comply with the provisions and follow the procedures outlined in the LSC Inbound Routing Guide that has been provided separately to Supplier or is available upon request. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without LSC's prior written consent. LSC's acceptance of late shipments or partial shipments shall not constitute a waiver of any of LSC's rights to collect damages for goods not delivered or for late delivery. Supplier shall report to LSC any delays in a schedule immediately as they become known to Supplier. LSC reserve the right to cancel the Order and effect cover if Supplier cannot comply with the schedule(s) indicated on the Order. If dates are not specified on the Order, Supplier shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases LSC issues to Supplier. LSC may return overshipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. LSC may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. If it becomes necessary for Supplier to ship by a more expensive mode than specified on the Order in order to meet a schedule, Supplier shall pay any resulting premium transportation cost unless Supplier can establish to LSC's satisfaction that the necessity for the change in routing is occasioned by force majeure events.
19. **Acceptance**
Payment by LSC for the products or services delivered hereunder shall not constitute LSC's acceptance. LSC retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in LSC's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. LSC will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by LSC and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to LSC's other rights, LSC may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event LSC receive goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of LSC's finished product, LSC reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon LSC's inspection, and such rejection increases the risk of jeopardizing LSC's production schedules by reason of the fact that at least some of the products are necessary to meet such production schedules, then LSC, at its option, may charge Supplier for the reasonable costs of an increased level of inspection up to and including inspection of each of the products comprising such shipment.

20. **LSC Property**

Any material or parts furnished by LSC intended for use by Supplier in Supplier's execution of Supplier's duties as required by this Order are held by Supplier on consignment. All such materials or parts not used by Supplier in connection with this Order shall be returned to LSC at LSC's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to LSC, Supplier shall pay or reimburse LSC for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with a loss payable to LSC.

21. **Assignment/Delegation/Subcontracting**

Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without LSC's prior written approval. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Contract Terms and includes provisions protecting LSC's Confidential Information in a manner consistent with the terms of this Agreement. All claims for monies due or to become due from LSC shall be subject to deduction by LSC for any setoff or counterclaim arising out of this or any other Orders with Supplier whether such setoff or counterclaim arise before or after such assignment, delegation, subcontracting or transfer by Supplier.

22. **Export/Import**

Any export credits belong to LSC, and Supplier shall furnish all documents required for international shipments, and upon request, all documents required by LSC to obtain export credits and customs drawback and remission. Supplier shall include a priced invoice with the master packing slip for international shipments. Upon LSC's request, Supplier shall furnish certificates that identify the country of origin of the materials used in the goods LSC purchase from Supplier and the value added thereto in each country.

23. **On-Site Services**

If Supplier performs any services at one of LSC's sites, LSC reserve the right to interview and accept or reject any personnel Supplier provide prior to assignment to LSC's facility. LSC may require any such personnel to pass a drug screening test that LSC administers. Supplier agrees to employ only competent and skilled personnel to perform the services and shall use all reasonable means to ensure the continued employment of personnel performing services pursuant to this Order. Upon LSC's request, Supplier will immediately remove from all facilities and replace any personnel who are unsatisfactory to LSC for any reason. Supplier warrants that all Supplier personnel assigned to the LSC facility shall have a prior satisfactory work record in a responsible capacity; have no job-related criminal convictions; and be legally authorized to work in the United States. Employment authorization shall be verified through E-verify. Supplier personnel will be capable of performing the essential functions of the job for which they are hired, with or without a reasonable accommodation. If Supplier is or becomes a party to any collective bargaining agreement regarding contracted personnel, no provision in that agreement shall be

binding upon LSC, unless otherwise required by law. Supplier further agrees, while Supplier's personnel are on LSC's premises, that they will abide by LSC's normal rules of work. Supplier further agrees to comply with all environmental, health and safety provisions contained in LSC [Specifications 'RPM - Regulated Products and Materials' and G1](#). A Supplier representative shall participate in an initial and annual review of the LSC Contractor EHS Program and shall advise and cause all personnel and subcontractors who perform Services at the site to comply with the requirements of the program. The governing version shall be the version in effect as of the date of the Order or at the time of the annual review. LSC shall retain copies of all versions of the documents referenced above and records showing the effective dates of each version.

24. **Compliance With Laws**

1. **General.** Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to LSC.
2. **Environmental, Health and Safety Compliance.** Supplier also represents and warrants that Products it supplies or delivers under this Agreement shall comply with all applicable national and international environmental, health, safety or product safety laws, regulations, treaties or other legal requirements relating to the manufacture, distribution, use and sale of the Products, including those requirements relating to the presence or use of chemicals or other materials in products (including but not limited to the laws and regulations of the United States (e.g., the Toxic Substances Control Act, the European Union (e.g., the Directive on the Restrictions on use of Hazardous Substances in Electrical and Electronic Equipment) and international law (e.g., the Montreal Protocol relating to ozone-depleting substances). Supplier shall obtain a similar agreement from all of its subcontractors. Supplier agrees to obtain and, including test reports prepared by certified and accredited testing laboratories relating to lead, phthalates and heavy metals content in the Products, to enable LSC to ensure its own compliance with product safety laws, and to confirm compliance with this provision or to determine the environmental, health or safety effects of materials or chemicals contained in or used by a Product provided to or delivered on behalf LSC by Supplier. Supplier also agrees to indemnify LSC against any loss, expense and penalty incurred by LSC as the result of Supplier's failure to comply with this provision.
3. **Anticorruption Laws.** Supplier further represents and warrants that in the performance of this Agreement Supplier and its employees and agents will not violate federal, national, local or other anticorruption laws (including provisions of the U.S. Foreign Corrupt Practices Act or the U.K. Bribery Act, collectively "Anti-Corruption Laws") that may be applicable to one or both parties to this Agreement, and have not previously engaged in conduct that would have violated Anti-Corruption Laws, including but not limited to obtaining or retaining business or a business advantage through unlawful payments, bribes, kickbacks, gifts, or other illegal inducements. Supplier shall maintain anti-bribery policies and procedures and true and accurate records consistent with the requirements of the applicable Anti- Corruption Laws. Supplier agrees to immediately notify LSC if it violates any Anti- Corruption Laws in the performance of this Agreement.
4. **Federal Acquisition Regulations** To the extent this Order is placed under an LSC prime contract with the Federal Government, the provisions of Sections 52.219-8, 52.222-26, 52.222- 35, 52.222-36, 52.222-54 and 52.247-64 of the Federal Acquisition Regulation ("FAR") in their version in effect as of the date this Order is placed are incorporated herein by reference with the same force and effect as if set forth herein. The full text of these FAR clauses may be accessed electronically at the following Internet website: <https://www.acquisition.gov/far/>. The following changes to the FAR clauses are made for incorporation of these clauses in this Order: "Contractor"

shall mean "Supplier"; "Contracting Officer" shall mean "LSC's Purchasing Representative."; "Contract" shall mean this "Purchase Order."; "Government" shall mean "LSC Communications LLC." and "Subcontractor" shall mean "Supplier's subcontractor." Supplier is not required to comply with the FAR clauses cited herein, except for FAR 52.247-64, with regard to Supplier's work performed outside the United States by employees who were not recruited within the United States.

5. **Employment Regulations.** The parties hereby incorporate the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Business Records.** Supplier agrees to maintain accurate business records relating to Supplier's compliance with the foregoing laws, rules and regulations, and to retain the same for a period of at least five (5) years from the date of the last invoice issued to LSC. All such records, books and information may be audited or inspected by LSC representatives upon reasonable notice at all reasonable times.

25. **Supplemental Terms**

Additional terms and conditions, as outlined below, may apply to Products or Services provided by Supplier to LSC, depending on the nature of the Products or Services. These terms, as well as the other documents referenced in this Section, are listed and available on LSC's [Supplier Info](#) page. The version governing this Agreement shall be the version in effect as of the Effective Date or at the time of the annual review. LSC shall retain copies of all versions of the documents referenced above during the term of this Agreement and records showing the effective dates of each version.

If Supplier sells Products to LSC that include any food, drug, cosmetic or medical device, or consumer product, the terms of RPM (Regulated Product and Materials) Safety Specifications shall apply to such purchases.

If Supplier performs any design, development or other professional Services to LSC, the terms of Specification D-1 shall apply to such Services.

For Services performed at an LSC site, Supplier shall conform to all EHS provisions contained in Specifications 'RPM - Regulated Products and Materials', G1 and the LSC Contractor EHS Program. A Supplier representative shall participate in an initial and annual review of the LSC Contractor EHS Program and shall advise and cause all personnel and subcontractors who perform Services at the site to comply with the requirements of the program.

If Supplier's Services include the receipt, storage, maintenance or processing of, or if Supplier is otherwise granted access to, Protected Health Information or Personal Information or is otherwise involved in the administration of certain Medicare-related products or services, the terms of Specification H-1 shall apply to such Services. The terms "Protected Health Information" or "Personal Information" are defined in Specification H-1.

26. **Remedies**

LSC's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by LSC shall not constitute LSC's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

27. **Governing Law/Submission To Jurisdiction**

This agreement shall be construed in accordance with the laws governing contracts made and to be performed in the State of Illinois, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods. Supplier hereby consents to the jurisdiction of any local, state, or federal court located within the State of Illinois and waives any objection which Supplier may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court.

28. **Language**

The parties confirm that it is their wish that these Contract Terms, as well as any other documents relating hereto, including all Orders, notices, schedules, authorizations, attachments and amendments, have been and shall be drawn up in the English language only. Les parties confirment que c'est leur volente expresse que ce contrat et tous documents y etant relatif, y compris les bons de commande, les avis, les annexes, les autorisations, les pieces jointes et les amendements soient rediges en langue anglais seulement.

29. **Entire Agreement**

This Agreement and associated documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event LSC acquires, is acquired by or merges with another company that has a written contract with Supplier, or otherwise assumes a contract between Supplier and the acquiring, acquired or merging company (each, a "Legacy Contract"), LSC may at its sole option terminate the Legacy Contract by written notice and elect to have this Agreement govern all transactions between Supplier and LSC and its Affiliates from and after the date given in the notice.