

TERMS AND CONDITIONS OF PURCHASE ORDERS

Every Purchase Order issued by National Coatings & Supplies, Inc. or its affiliates (each a "Buyer") to vendors and suppliers (each a "Supplier") (Supplier and a Buyer are hereinafter sometimes individually referred to as a "Party", and collectively as the "Parties") incorporates the below Terms and Conditions by reference:

1. ENTIRE AGREEMENT. After a Supplier has accepted a Purchase Order (including any electronic or EDI transmission of the Purchase Order)(each a "PO"), these Terms and Conditions of Purchase Orders (the "Terms and Conditions") and any Supply Agreement (a "Supply Agreement") or other written agreement (including any email) (an "Agreement") between Supplier and Buyer shall constitute the exclusive and entire agreement between Buyer and Supplier for the purchase of certain automotive products, supplies, accessories, tools, paint and equipment described in the PO ("Products"). These Terms and Conditions and any Supply Agreement or Agreement are incorporated into the PO by reference, and as used herein the term "PO" shall be inclusive of these Terms and Conditions and any Supply Agreement or Agreement. In the event of a conflict between the Terms and Conditions and any Supply Agreement, the terms of the Supply Agreement shall control. In the event of a conflict between the Terms and Conditions and any Agreement, the terms of these Terms and Conditions shall control. Any proposal for additional or different terms or any attempt by Supplier to vary, in any degree, any of the terms of the PO in Supplier's acceptance or acknowledgment shall not operate as a rejection of the PO and the PO shall be deemed accepted by Supplier without any additional or different terms. These Terms and Conditions apply to a Buyer's acquisition of Products from Suppliers a) whose principal place of business is located within the United States or whose products are sourced within the United States ("Domestic Transactions") and b) whose principal place of business is located outside the United States ("International Transactions"). These Terms and Conditions shall apply to both Domestic Transactions and International Transactions, except that certain additional requirements and obligations, as explicitly set forth herein, shall apply only to International Transactions.

2. ACCEPTANCE. Supplier shall be deemed to have accepted a PO issued by a Buyer upon the earlier of: (i) written, Transnet, EDI, fax, email or EDI acceptance by Supplier or (ii) Supplier's commencement of performance or shipment under a PO; or (iii) Supplier's failure to reject a PO in writing within five (5) days of receipt of the PO. Additional or different terms or conditions contained in Supplier's acceptance shall be void and of no effect, unless accepted in writing by Buyer. Supplier expressly assents to the Terms and Conditions contained herein to the exclusion of all other terms and conditions, including any contained in any acceptance, invoice or other writing of Supplier. Buyer objects to any addition, change, modification of, revision of, deletion, or waiver of any of the terms and conditions of this PO or any PO. No modification of or revisions to these Terms and Conditions or a PO shall be valid unless in writing signed by Buyer. No practice or course of dealing between the parties, industry standard or practice or usage of trade will constitute a modification.

3. CHANGES. Buyer may at any time by written PO makes changes within the scope of a PO by a) quantity, specification or design; b) method of shipping or packaging; and c) delivery schedule, method of delivery and place or time of delivery. If such change causes an increase or decrease in the cost and/or time required for performance of the PO, an equitable adjustment shall be made in the price or delivery schedule or both, subject to Buyer's written approval.

4. CANCELLATION. Buyer may cancel a PO in whole or in part at any time by notice to Supplier. Upon receipt of notice, Supplier shall comply and immediately discontinue the work cancelled by the notice, shall incur no further costs of performance and shall terminate any subcontracts and related orders.

5. DELIVERIES. Time of delivery and quantities are expressly made the essence for each PO. Buyer has the right to cancel, without penalty, a PO or a portion of a PO, for Products, if delivery is not made as required. All Products shall be delivered in accordance with the terms and place of delivery specified in each PO and, for Products delivered from outside the United States or Canada, shall be governed by the provisions of Incoterms 2010, as published by the International Chamber of Commerce, Paris. Shipment and delivery dates must be strictly adhered to, and all deliveries will be made in accordance with any fill rate agreements between Supplier and Buyer. Supplier shall deliver the Products in accordance with the time schedule(s) set or in each PO, or if no date is specified, as otherwise specified by Buyer. Shipments must be made no later than the ship date specified in each PO, or if no ship date is specified, as otherwise specified in writing by Buyer. Products shipped shall be at Supplier's risk until title has passed to Buyer, provided that for Products delivered from outside the United States or Canada, risk for such Products shall be as provided for by the Incoterms specified in the applicable PO. Unless otherwise specified in the PO, place for delivery of Products is Buyer's place of business. Buyer shall not be obligated to accept untimely, incomplete, unsatisfactory, or improper deliveries or shipments. In the event of such an improper delivery or shipment, Buyer may terminate the whole or any part of the PO, purchase substitute goods and/or expedite shipment by shipping via airfreight and Supplier shall bear all additional costs or charges resulting therefrom. Substitution outside of or overruns above normal accepted standard will not be accepted without prior written agreement from Buyer. If Buyer is unable to timely fill customer purchase orders as a result of Supplier's failure to deliver Products by the due date, Supplier shall be liable to Buyer for its lost profits from such orders, in addition to any other amounts as provided for in the Supply Agreement or any Agreement. Unless otherwise specified in the PO, title to Products shall pass to Buyer upon Buyer's final acceptance of the Products.

6. DEDUCTION. Buyer shall have the right to withhold or deduct from and offset against any sums or amount due Supplier under any PO, any damages for any breach of the PO, the Supply Agreement or any Agreement, or any amounts otherwise owed to Supplier.

7. PRICES. Buyer shall not be billed at prices higher than those stated on the PO. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation to point of delivery and import or export duties assessed outside the United States. Supplier will pay all delivery charges in excess of any delivery charge Buyer has agreed to pay. The price stated includes all taxes except state or local sales or use tax or similar taxes, which Supplier is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Supplier's invoice and paid by Buyer unless an exemption is available. Supplier agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to the PO.

8. PAYMENT TERMS. Payment Terms for the PO shall be as provided for in the Supply Agreement. If no payment terms are provided in the Supply Agreement, or if there is no Supply Agreement, the payment terms shall be as provided for in any Agreement. All payment terms are based upon date of receipt of Product by Buyer's or its affiliate's designated Distribution Centers or designated Buyer store locations,

as applicable. Products received after the 25th day of each month shall be considered received on the first day of the following month for purposes of determining date of receipt.

9. FREIGHT TERMS. Subject to the provisions of Section 5 above (which shall control in the event of any inconsistency with the shipping terms as specified in this Section 9) shipping terms for any incoming orders are FOB Destination Freight Prepaid unless otherwise provided for in the Supply Agreement or, if there is no Supply Agreement, any Agreement or as specified in the PO.

10. ORDER FULFILLMENT GUARANTEE. Supplier shall adhere to any agreed upon order fill rate measured on a per PO basis within the agreed upon lead time by Buyer's or its affiliate's Distribution Center.

11. EXPORT RESPONSIBILITY. Supplier will be the exporter of record and shall comply with all customs matters at country of export. If Supplier is located in a country that requires the Supplier to be explicitly authorized or licensed to export and the Supplier is not so authorized or licensed, Supplier shall engage an authorized or licensed trading company to act as the exporter of record and to comply with all customs matters at country of export. In the latter event, Supplier shall notify Buyer in writing with the full contact information of the trading company acting as the exporter of record.

12. DOCUMENTS FOR US LAW COMPLIANCE. Supplier, or Supplier's export company, shall provide Buyer and other parties specified by Buyer in writing with any documentation and information deemed necessary by Buyer to satisfy the requirements of United States customs and other applicable federal and state laws and regulations such as DOT safety standards, EPA environmental standards and state consumer safety regulations.

13. REPRESENTATIONS. Supplier represents, warrants and covenants that: (i) it has the authority, and any required consents, to execute, deliver and perform its obligations under the PO; (ii) the execution, delivery and performance by Supplier under each PO will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Supplier is subject, or by which Supplier or any of its assets or properties are bound and will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Supplier is a party or by which Supplier or any of its assets or properties are bound. Supplier represents, warrants and covenants to Buyer that Supplier has received all required governmental approvals for the manufacture, packaging, labeling, shipping, handling, processing, sale, use, licensing, and certification of the Products in the countries, states or provinces and locales where the manufacture, sale, exportation or importation are occurring and that no claims, actions, litigation, governmental regulations, nongovernmental practices, contractual restrictions or other matters involving the Supplier exist that in any way would affect Supplier's ability to perform the obligations under the PO.

14. PRODUCT WARRANTIES. In addition to all warranties implied in fact or at law (including the implied warranties of merchantability and fitness for a particular purpose), Supplier expressly represents, warrants and covenants that all Products are (i) new or remanufactured to OE or OEM specifications, (ii) free of all defects in title, design, materials, workmanship, manufacture, packaging, labeling, shipping, handling or processing; (iii) are merchantable, fit, safe and sufficient in all respects for their intended purposes; (iv) are free and clear of all liens, encumbrances and claims of whatever nature and Supplier has good and merchantable title; (v) do not violate the intellectual property or other proprietary rights

of any third parties; (vi) comply with all Applicable Laws and Standards (as defined below); (vii) are manufactured without use of child or forced labor and in a safe and healthy work environment for the workers; and (viii) conform strictly to the PO. The Product warranties in these Terms and Conditions benefit Buyer and any person or entity claiming by or through a Buyer, inclusive of all direct and indirect customers, and will survive acceptance, inspection, delivery, payment, or subsequent use or resale, or other disposition of the Products or services.

15. APPLICABLE LAWS AND STANDARDS. Applicable Laws and Standards means a) all existing and/or enacted or later enacted laws, rules, ordinances, codes, regulations, treaties, orders, decisions, directives and/or requirements, including any warnings, of any governmental, judicial or administrative body of the Country of Origin of any Product, the United States each U.S. state, and each locality, commonwealth, territory and jurisdiction where the Products are sold, whether in the United States or any foreign country, including, but not limited to, the U.S. Federal Trade Commission; U.S. Environmental Protection Agency; U.S. Consumer Products Safety Commission; Federal Hazardous Substances Act; California Safe Drinking Water and Toxic Enforcement Act of 1986; Foreign Corrupt Practices Act; California Air Resources Board; Drug-Free Workplace Act of 1988; U.S. Robinson-Patman Act; the Montreal Protocol on Substances that Deplete the Ozone; U.S. Fair Packaging and Labeling Act; National Traffic and Motor Vehicle Safety Act; North American Free Trade Act and other trade agreements; and the import and customs laws of the United States and other applicable jurisdictions, b) all rules regulations, requirements and standards of any applicable industry or trade organization, safety organization or entity that sets applicable standards, in the United States or any other applicable jurisdiction, including the Country of Origin of any Product, any country in which a component part is 4 manufactured, distributed or offered in the United States each U.S. state and each locality, commonwealth, territory and jurisdiction where the Products are sold, whether in the United States or any foreign country, including, but not limited to the Underwriters Laboratories; the American National Standards Institute; the International Standards Organization; the American Society for Testing and Materials; the U.S. Fair Labor Standards Act and the Consumer Products Safety Commission; c) all Regulatory Requirements set forth below; and d) any amendments to subsections a), b) and c).

Regulatory Requirements

In addition to the above, Supplier agrees to comply with each of the following specific requirements:

A. Product Packaging

-All Product labels must contain:

Part Number

UPC code

Country of origin. The country of origin should be located on the front of the box under the part number if the package dimensions permit. If the packaging dimensions do not permit, Buyer requires that the Country of Origin be printed on the right side of the package nearest the product number. Country of Origin label must be of a size that a 1" x 5/16" label will cover the Country of Origin identification if country of origin is different. The print must be of size that can be read by someone with normal vision.

16. DEFECTS/PRODUCT RECALL. Supplier agrees that Buyer has no duty to inspect Products or packaging before resale and that all warranties, representations, statutory or otherwise, express or implied, shall survive inspection, installation and payment by Buyer and customers and end-users of Products. Immediately upon Supplier's discovery of any Product defect or failure in any material way to meet the Product warranties, Supplier shall immediately cease to produce and supply any non-complying Products, quarantine or recall the non-complying Products and immediately notify Buyer in writing. Defective or non-complying Products identified with a trademark Buyer is authorized to use ("Buyer Mark") in any way must not be sold and must be disposed of without any reference to such Buyer Mark. Supplier will comply with Applicable Laws and Standards, including all consumer products safety laws and related regulations and guidelines regarding Products. Any recalls of Products undertaken or required by a government agency, court or other authority, or in Buyer's reasonable discretion, shall be paid for by Supplier, including any reasonable attorneys' fees. If Supplier receives notice from any governmental authority or the manufacturer or supplier of an actual or potential defect in a Product or component of a Product, or any investigation thereof, Supplier will immediately provide Buyer with written notice of such event within twenty-four hours by facsimile and overnight courier. In the event of any Product investigation and/or recall, Supplier will reimburse Buyer and its direct and indirect customers fully for all direct and indirect costs and expenses associated with the investigation and/or recall, including labor, freight and shipping costs of investigated or recalled Products.

17. BREACH OF WARRANTY. If there is a breach of warranty, Buyer, in addition to all other rights or remedies, may return at Supplier's expense (or destroy at Supplier's request) the Products for refund or credit at Buyer's option. Refund or credit amounts shall include the price of the Products plus the sum of all direct and indirect costs associated with uninstalling or otherwise isolating the defective or non-conforming Products, inclusive of labor, freight and shipping costs.

18. INTELLECTUAL PROPERTY. Supplier grants to Buyer a non-transferable, non-exclusive, royalty-free license and right to use, sell, offer for sale, import, distribute and promote worldwide Products (including packaging and promotional materials) that incorporate in whole or part the patents, copyright, trademark, trade dress or other intellectual property rights of Supplier alone or in conjunction with any Buyer Mark. In the event Buyer requests Supplier to produce any house brand goods, Supplier agrees to execute a License Agreement which shall govern the use of the Buyer Marks in the manufacture and sale of such goods. The Supplier represents, warrants, and covenants that it has not and will not misappropriate or infringe upon the trade secrets, patent rights, trademarks, copyrights, or other industrial, intellectual property or proprietary rights of others (i) in connection with the manufacture, packaging and sale of the Products, or (ii) via its use, distribution or production of advertising, marketing or promotional materials related to the Products. Supplier further represents, warrants and covenants that the sale, manufacture or use of the Products and the packaging, shall not infringe any patent, trademark, copyright, trade secret or other proprietary right of a third party.

19. INSURANCE. Supplier shall, prior to commencing performance, deliver to Buyer a Certificate of Insurance affirming that Supplier has the following insurance and minimum coverage amounts with an insurance company or companies with financial ratings of at least A- (Financial Strength) and VIII (Financial Size), established by A.M. Best: (a) occurrence form only commercial general liability, including premises liability, products-completed operations and blanket contractual liability with aggregate limits of \$5,000,000 per occurrence. Limit may be satisfied by any combination of primary liability and umbrella or excess liability coverage. Policy should name National Coatings & Supplies, Inc.,

and its affiliates, parents and subsidiaries and its and their directors, officers, employees and agents as Additional Insureds on a primary and non-contributory basis. Policy shall also contain a waiver of subrogation provision or covenants to cause its insurance policy to include a waiver of subrogation provision within 30 days from the receipt of the PO under this PO; (b) In the event Automobiles are utilized in any manner in connection with your services, Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit; (c) Workers Compensation and Employers Liability Insurance with statutory limits in accordance with applicable state and federal laws, with Employer Liability limits of \$500,000 each accident / \$500,000 policy limit-disease / \$500,000 each employee-disease. If Supplier's insurance policies deviates from these terms, Supplier will be responsible to Buyer for any deficiencies or gaps in coverage.

20. INDEMNITY. Supplier will defend, indemnify and hold free and harmless Buyer and its direct and indirect customers and their shareholders, parent, affiliates, directors, officers, employees, insurers, successors, assigns, agents and contractors, from and against any loss, cost, liability, claim, demand or lawsuit asserted or prosecuted by any third party (including a governmental or tax authority), including reasonable attorneys' fees and costs, arising out of, based upon, related to or in connection with (i) a breach or alleged breach by Supplier, or its shareholders, affiliates, directors, officers, employees, insurers, successors, assigns, agents and contractors, of any warranty, representation, or covenant under the PO; (ii) Supplier's alleged negligence, breach of warranty, products liability or strict liability in tort; (iii) any actual or alleged infringement of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights of third parties regarding the Products furnished under the PO or any violation of Applicable Laws and Standards; (iv) any alleged or actual misappropriation, violation or infringement by Supplier of the trade secrets, patent rights, trademarks, copyrights or other industrial, intellectual property or proprietary rights of others in connection with Supplier's manufacture, supplying, packaging or sale of the Products; or (v) any actual or alleged unauthorized use of the Buyer Mark by Supplier or any third party acting on its behalf. Supplier will use counsel reasonably satisfactory to Buyer to defend an indemnified claim and Buyer will cooperate with Supplier in the defense. Supplier will not consent to the entry of any judgment or enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. Supplier's duty to defend is independent of its duty to indemnify and its other obligations under any PO. Buyer may offset and deduct against any outstanding payments to Supplier all costs, expenses, damages, liabilities arising from, based upon, related to or in connection with Supplier's outstanding indemnity obligations, whether due or to become due.

21. CONFIDENTIALITY. The Parties agree that they shall not disseminate or disclose to third parties, or use for any purpose other than the performance of this PO, any Confidential Information (as defined below) of the other Party for as long as the information is confidential, except as may be required by law. For avoidance of doubt, a Party may disclose Confidential Information to its affiliates. As used 6 in these Terms and Conditions, "Confidential Information" means the terms of this PO and any information disclosed by one Party to the other Party which is not publicly available, not already known to the other Party, and not independently developed by the other Party, including but not limited to all trade secrets, products ordered, pricing, volumes, PO's, invoices, technical or financial information, forecasts, business plans and strategy and customer names and related data; provided that the following shall not constitute Confidential Information under this PO: (i) information which is or becomes known to the public generally through no fault of the non-disclosing Party or which is

otherwise furnished by a Party to third parties without any obligation of confidentiality; (ii) information learned by the nondisclosing Party, without solicitation, from a third party entitled to disclose it; (iii) information already known to the non-disclosing Party before receipt from or development for the disclosing Party as shown from the non-disclosing Party's previously existing written records; or (iv) information that has been independently developed by the non-disclosing Party.

22. GOVERNING LAW. Any PO, and any amendment thereto, shall be construed, interpreted, governed, controlled and decided, solely and exclusively in accordance with the substantive laws of the State of North Carolina, USA, including the Uniform Commercial Code as adopted by the State of North Carolina ("Governing Law") without reference to principles of conflicts or choice of law, and any claim, dispute or controversy arising out of, as a result of, based upon, related to or in connection with this PO (and any amendment hereto), or any breach thereof, whether in contract, tort, statute or otherwise (a "Dispute"), shall be governed and decided by the Governing Law; provided however, that the North Carolina International Commercial Arbitration and Conciliation Act shall not apply to this PO and is specifically excluded from the Governing Law. The United Nations Convention on Contracts for International Sale of Goods does not apply to and is specifically excluded from any PO.

23. JURISDICTION. With respect to Domestic Transactions any Dispute shall be subject to and determined pursuant to the exclusive jurisdiction of the federal and state courts in or for Wake County, North Carolina and the parties expressly agree to and submit to the personal jurisdiction of such courts, all provided that such courts have and accept jurisdiction.

24. ARBITRATION. With respect to International Transactions, and except as provided otherwise in Section 25 below, any Dispute shall be determined by final and binding arbitration administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules (the "Rules"). The arbitrators shall not act as "amiable compositeurs" or "ex aequo bono", not shall they have the authority or power to modify or alter any express condition or provision of this PO. The arbitration shall be conducted by three arbitrators chosen as follows. Each Party shall choose one (1) arbitrator within fourteen (14) days after the commencement of the arbitration, and the two (2) arbitrators so chosen will choose the third arbitrator within fourteen (14) days thereafter, who shall serve as the chairperson of the tribunal. Recovery of punitive, exemplary, statutory or liquidated damages will not be awarded and are waived, except an award may be made by the arbitrators for recovery for breach of warranty, products liability, or tort claims based upon the liability of the Supplier. All administrative fees of the ICDR and the fees and expenses of the arbitrators shall be shared equally by the parties. Each Party will bear its own costs of litigating its case, including fees and expenses of its attorneys' and expert witnesses. The arbitration will be conducted in San Francisco, California or at another location mutually agreed to, in the English language and held confidential by the parties, the arbitrators and the administrator (including all awards, decisions and rulings even if made anonymous). The arbitrators are directed that it is the parties' desire that the arbitration be completed within six months from the date the last arbitrator is appointed. The arbitral award and determination may be entered in any court having jurisdiction thereof, over the applicable Party or any of its assets. An arbitral award, if any, will be granted in US Dollars. The parties direct that no reasons are to be given for the award.

25. INTERIM RELIEF. Nothing in this PO will preclude either Party from seeking at any time interim or conservatory relief from a court of competent jurisdiction (subject to Section 23 above in the case of a

Domestic Transaction). With respect to International Transactions, seeking such relief will not be deemed to infringe on the powers of the arbitrators or to be a breach of the agreement to arbitrate. 7

26. SEVERABILITY. Should any part of a PO be deemed invalid or unenforceable, it shall not constitute an invalidation or unenforceability of any other part of this PO, which shall otherwise remain in full force and effect; and this PO shall be construed in all respects as if such invalid or unenforceable provision was severed and omitted.

27. TRANSLATIONS. A translation of a PO into other languages by a Party will be for reference and informational purposes only and will not be binding on the parties.

28. NO WAIVER. Neither Party shall be deemed, by any act or omission, to have waived any of its rights or remedies unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

29. NO AGENCY. The PO shall not constitute or be considered a license, a distribution relationship, partnership, an employment relationship, joint venture or agency between Buyer and Supplier. No Party or any of its employees or agents shall have the power or authority to bind or obligate the other Party. Supplier is at all times acting as an independent contractor.

30. ASSIGNMENT. No right, title or interest in a PO may be assigned or otherwise transferred by Supplier, whether by operation of law or otherwise, nor may any of the Supplier's duties and obligations under this PO be delegated or performed by any other party without Buyer's prior written consent. All of the terms, covenants, agreements and conditions contained in the PO shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns and legal representatives unless prohibited by this PO.

31. BUSINESS ETHICS. Supplier covenants that it shall, and shall cause each of its employees and agents, to act in all respects professionally and ethically in the performance of the PO, including compliance with the U.S. Foreign Corrupt Practices Act and Supplier's Code of Conduct. Supplier acknowledges that it has reviewed the Supplier Code as available at and Supplier's Anti-Corruption Policy located at <http://www.nationalcoatingsandsupplies.com/FCPA.pdf> and as otherwise made available to Supplier, and warrants, covenants and agrees that it, along with its officers, directors, employees and agents shall comply with the Code, and all Applicable Laws and Standards.

32. ATTORNEYS' FEES. If any party commences or is made a party to any Dispute, the prevailing party in such Dispute shall be entitled to recover from the other party reasonable attorneys' fees, costs (whether otherwise taxable or recoverable) and expenses incurred in connection with such Dispute, any appeal of such Dispute or enforcement of any judgment obtained in any such Dispute, including, without limitation, fees, costs and expenses for expert witnesses, appraisers, trustees, receivers, keepers, masters, accountants, arbitrators, investigators, post-judgment motions, contempt proceedings, garnishment, levy, debtor and third party examinations, discovery and bankruptcy litigation, document searches, recordings, filings, publications, service of process, court reporters and bonds. Any judgment or order entered in any Dispute shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment or order. This attorneys' fees provision is intended to be severable from the other provisions of this Agreement, is in addition to any other rights or

obligations contained elsewhere in this Agreement, and shall survive any judgment or order entered in any proceeding and shall not be deemed merged into any such judgment or order.

33. RECORDS RETENTION. Supplier shall maintain books, records, documents, and other evidence pertaining to any PO and orders placed by Buyer under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Supplier shall retain such records for a period of seven (7) years following final payment for any PO. Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

34. SURVIVAL. The above Terms and Conditions shall survive delivery of the Product to Buyer.