

**Solution Net Systems, Inc.**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE**

1. **APPLICATION.** The purchase order, together with these terms and conditions, and any attachments, exhibits, specifications, drawings, notes, instructions and other information, including any SNS Supplier Quality Guidelines, ("Purchase Order") govern the purchase of goods ("Goods") by Solution Net Systems, Inc. ("SNS" or "Buyer") from the seller named in the Purchase Order ("Supplier"). The Purchase Order and these terms, once accepted by Supplier pursuant to Section 2 below shall be referred to as the "Agreement" and constitute the entire and exclusive agreement between the SNS company that issues the Purchase Order and the Supplier, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. The parties expressly agree that this Agreement excludes all other Supplier terms and conditions of sale, including any standard or printed terms on Supplier's order confirmation. Notwithstanding the foregoing, if a written master agreement, signed by both parties covering the sale of Goods described in the Agreement exists between Supplier and Buyer, the terms of such master written agreement shall prevail over any inconsistent terms herein.
2. **PURCHASE ORDER.** The Purchase Order is an offer by Buyer to purchase the Goods in accordance with and subject to the terms herein and therein and is final and binding upon Supplier when Supplier (i) sends written acknowledgement or acceptance of the Purchase Order; or (ii) by Supplier's performance, whichever occurs first. Buyer may withdraw the Purchase Order at any time before it is accepted by Supplier.
3. **PRICE.** Supplier shall furnish the Goods in accordance with the price and delivery schedule stated in the Purchase Order. Unless otherwise stated, price includes all charges for inspection and packaging, all taxes, including GST and customs duties. If price terms are omitted from the Purchase Order, the price shall be the lower of the lowest price quoted by the Supplier or the prevailing market price at the time of shipment. Supplier warrants that the price for Goods purchased hereunder is no less favorable than that offered to any other customer. If, before delivery of the Goods, Supplier reduces the price for another customer, the price in the Purchase Order shall be likewise reduced.
4. **PAYMENT.** Supplier shall issue an invoice to Buyer on or any time after the completion of acceptance of Goods and only in accordance with these terms and conditions. Unless otherwise specified in the Purchase Order, payment shall be within 120 (one hundred and twenty) days after the last day of the month of receipt by Buyer of Supplier's invoice acceptable to Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set-off at any time any amounts owned to Buyer by the Supplier for any reason whatsoever.
5. **DELIVERY.** Strict adherence to the Buyer's stated delivery schedule is a material condition of the Agreement; therefore, Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties ("Delivery Date"). SNS and Supplier may enter into a Supplier Delivery Plan (SDP) according to which the Supplier shall deliver the Goods pursuant to precise, pre-determined operating rules. Should a SDP be defined, then the Purchase Order will include the following reference "SDP Purchase Order". Delivery is not complete until the Goods have been received and accepted by Buyer. Except for delays caused by a Force Majeure event, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY OF THE GOODS. If, for any reason, Supplier anticipates difficulty in complying with a required delivery schedule, Supplier shall immediately notify Buyer in writing providing details and causes of the anticipated difficulty in complying, any action taken to mitigate such delay in delivery, and when delivery is anticipated. Such notice shall not reduce or limit any of Buyer's rights or remedies arising out of Supplier's delay. In addition, Supplier shall be liable for all delays or other failures to timely deliver conforming Goods in the quantities specified herein regardless of whether such delays or failures arise or result from actions or inactions of Supplier, third parties or from any other actual or proximate cause, whatever its nature. Such liability shall include, without limitation, all consequential, special and contingent damages including losses and/or any expenses sustained or anticipated to be sustained by Buyer, a result of Buyer's inability to meet

its contractual obligations to third parties, or to enter into contracts with third parties. Without prejudice of the foregoing, except for the United States and its jurisdictions, Buyer shall be entitled to penalties if Supplier fails to deliver the Goods pursuant to the delivery schedule. The penalties shall be calculated as follows: (i) zero point five percent (0,5%) of the price of the delayed Goods for each day of delay up to ten days; (ii) two percent (2%) of the price of the delayed Goods for each day of delay after ten days up to 20 days of delay; and (iii) five percent (5%) of the price of the delayed Goods for each day of delays after 20 days up to 30 days of delay. SNS and Supplier agree that the penalties are not SNS' exclusive remedy, and are in addition to and not in lieu of any rights or remedies provided for in the Purchase Order or available to SNS pursuant to applicable law.

6. **SHIPPING TERMS.** All Goods will be delivered to the address specified in the Purchase Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. Delivery will be made in accordance with the delivery terms specified in the Purchase Order. If no shipping terms are specified, all deliveries of such Goods will be made D.D.P. (Incoterms 2010 to the Delivery Location).
7. **TRANSFER OF TITLE/RISK OF LOSS.** Transfer of title and risk of loss shall remain with Supplier until delivery of the Goods at the Delivery Location. Supplier shall maintain insurance protecting against loss of the Goods in transit up to the Delivery Location. Supplier shall bear all risk of loss and damage until final delivery and acceptance of the Goods by Buyer. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any Goods rejected or returned by Buyer under the Purchase Order.
8. **PACKING, MARKING AND SHIPPING.** Supplier shall pack, mark and ship all Goods in compliance with all applicable regulations and pursuant to Buyer's packaging and shipping guidelines. No separate or additional charges shall be payable by Buyer for containers, crating, boxing, bundling, dunnage, storage or similar procedures. Any improper preservation, packing, packaging, marking or method of shipment shall be reimbursed to Buyer by Supplier. A packing list showing the Purchase Order number shall be included with each shipment, and each container shall be marked to show the Purchase Order number. The packing list number shall also be referenced on Supplier's invoice. Supplier will promptly provide Buyer with a statement of origin for all Goods and with applicable customs documentation for Goods wholly or partially manufactured outside of the country of import.
9. **INSPECTION AND NONCONFORMING GOODS.** Buyer may inspect the Goods at Supplier's plant, upon receipt or at such other time or place as it shall choose, and may reject all or any portion of the Goods if it determines the Goods: (i) do not conform to the make, model number, or item identified in the applicable Purchase Order; (ii) do not fully conform to the specifications; or (iii) on visual inspection, Buyer determines the Goods are otherwise defective ("Nonconforming Goods"). Payment before or after an inspection and/or failure to inspect the Goods shall not be deemed to constitute: (x) acceptance of any Nonconforming Goods; or (y) waiver of any of Buyer's rights or remedies related to receipt of Nonconforming Goods. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Supplier, to (a) rescind the Purchase Order in its entirety; (b) accept the Nonconforming Goods at a reasonably reduced price; or (c) reject the Nonconforming Goods and require their replacement with conforming Goods. If Buyer requires replacement of the Nonconforming Goods, Supplier shall, at its expense, promptly replace the Nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the Nonconforming Goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof, terminate the Agreement for cause, and seek damages.
10. **DESIGNS, TOOLS AND MATERIALS SUPPLIED BY BUYER.** All designs, drawings, blueprints, tools, machinery, masks, molds, equipment or other information and items furnished by Buyer shall remain the property of Buyer ("Buyer's Property"). Supplier shall maintain all such property in good condition and repair, and Buyer makes no warranties or representations of any nature with respect to such property; in this respect, Supplier shall take (and procure and grant that any third party contractors involved by the Supplier take) all possible actions to safeguard Buyer's ownership of Buyer's Property, including but not limited to keeping Buyer's Property separate from other Goods and materials, and clearly indicating SNS ownership with respect to

Buyer's Property. Supplier agrees to pay Buyer for all such parts and materials lost, damaged or destroyed while not in Buyer's immediate custody. Supplier shall return the same to Buyer at the earlier of completion of the Purchase Order or cancellation of the Purchase Order or upon written request. In addition, Supplier shall not use the same in the production of materials for any third party or for itself without Buyer's prior written authorization.

11. **TERMINATION** Buyer may terminate the Purchase Order at no cost by notifying Supplier in writing of its cancellation of the Purchase Order at least 10 days prior to the scheduled delivery date. At any time, Buyer may also, suspend, delay or interrupt the Purchase Order or any part thereof without cause by written notice to the Supplier. If Buyer cancels the Purchase Order less than ten (10) days prior to the scheduled Delivery Date, Buyer will reimburse Supplier for Supplier's reasonable out-of-pocket expenses directly attributable and actually incurred prior to such cancellation, provided that the amount of such reimbursement shall in no event exceed an amount equal to the price that is allocable to the cancelled portion of the Purchase Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to Buyer in writing within fifteen (15) days after the receipt of the cancellation notice. Upon payment of Supplier's claim, Buyer shall be entitled to all Goods, works and materials paid for. Buyer may terminate the Agreement and cancel or suspend the Purchase Order, in whole or in part, by written notice to Supplier, for cause if (a) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (b) Supplier fails to comply with any of the terms or conditions of the Purchase Order. If Buyer terminates the Agreement for cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation for cause by Buyer that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.
12. **CHANGES.** Buyer may at any time by written change order, make changes respecting the Goods including, without limitation, changes in (a) the drawings, designs and specifications applicable to the Goods; (b) the method of shipping and packing; or (c) the place and time of delivery. If any such change affects the time for or cost of Supplier's performance hereunder, a mutually agreed upon equitable adjustment shall be made in the delivery schedule and/or the purchase price, if Supplier submits its written claim for adjustment within twenty (20) days after receipt of Buyer's written change order. Nothing in this Section shall excuse Supplier from performing its obligations under the Purchase Order as changed.
13. **REMEDIES.** If Supplier breaches the Purchase Order or the terms contained herein, Buyer may exercise, singly or in any combination and in any order, the rights and remedies available to Buyer at law or in equity, including, without limitation, the right to: (a) require Supplier to repair or replace Goods or any component thereof and upon Supplier's failure to or refusal to do so, to repair or replace the same at Supplier's cost and expense (b) reject any shipment or delivery or part thereof containing Nonconforming Goods; (c) suspend any outstanding payment due arising out of this Purchase Order or any other contract or arrangement effective between Buyer, and/or its affiliates, and Supplier; or (d) cancel any outstanding deliveries under the Purchase Order. IF BUYER IS IN BREACH OF THE PURCHASE ORDER, SUPPLIER'S EXCLUSIVE REMEDY SHALL BE TO RECOVER THE GOODS OR, IN THE EVENT SAID GOODS HAVE BEEN SOLD BY SUPPLIER OR BUYER TO A THIRD PARTY, TO RECOVER THE PURCHASE PRICE FOR THE GOODS PROVIDED HEREIN LESS THE NET PROCEEDS, IF ANY, RECEIVED BY SUPPLIER FROM SUCH THIRD PARTY.
14. **WARRANTIES.** Supplier warrants that the Goods shall (i) during the warranty period comply with all applicable specifications drawings, samples, including any Buyer's specifications, blueprints, drawings and data or samples, if any; (ii) during the warranty period, be free from defects and deficiencies in design, material, or workmanship and are of a quality of workmanship that is required by the best professional practices and procedures in similar manufacturing industries; (iii) during the warranty period be fit, merchantable and suitable for the use intended by Buyer (iv) not infringe any patent, copyright, trademark, trade secret or other intellectual property right of third parties; (v) comply with all applicable laws,

governmental regulations and ordinances concerning technical specifications, prevention of injuries to persons, environment, safety; and (vi) not contain used or reconditioned parts. Supplier further warrants that Supplier has good and valid title to the Goods being sold, including the power to transfer title to the Buyer. The warranties contained herein shall be in addition to any other warranties implied by law or expressly made by Supplier other than hereunder. For purposes hereof, the "warranty period" shall be a period of not less than 24 (twenty-four) months from the date of delivery, or such longer period as negotiated between the parties or as published by Supplier. The warranty period for repaired or replaced Goods shall be extended for 24 (twenty-four) months after the date of completion of the repair or replacement.

**15. WARRANTY REMEDIES.**

- (a) If, during the warranty period, Buyer discovers a defect (defined as a breach of the Warranty Provisions set out in Section 14) in the Goods or concerning the performance of the Goods, Buyer shall promptly notify Supplier in writing within 60 (sixty) days from the discovery of such defect. Supplier shall, at Buyer's option: (i) repair or replace the Goods at its expenses, any work-around, recovery plan or plan action to make the Goods conforming as well as to eliminate any non-conformity or defect; (ii) issue a credit or refund for the full price of the defective Goods; and (iii) reimburse Buyer 100% of its costs to sort and/or rework the Goods at the then current local Buyer hourly rate plus materials as well as all relevant expenses and costs occurred to the Supplier for investigating the defects and for repairing itself or have it carried out by a third party, including the costs of replacing similar products from third parties. Supplier will commence such performance within five (5) working days of Buyer's notice to Supplier. All transportation costs related to the shipments of the Goods to be repaired or replaced shall be at Supplier's expense. Without prejudice for other remedies stated by law, Buyer shall also be entitled to reject, in whole or in part, the batch of the defective Goods. Any acceptance and/or use of the defective Goods by the Buyer will not release the Supplier from any of its obligations and liability concerning any defect.
- (b) The Supplier agrees to immediately provide Buyer with a written detailed description of the defect it may have discovered prior to the delivery to Buyer during its own testing procedure. Should a change in the Supplier's production process impact on the Goods, the Supplier shall promptly inform Buyer in writing of such change. In order to verify that all necessary quality inspection is performed by the Supplier, the Parties agree that Buyer shall have the right to inspect and test the materials and workmanship of the Goods at all times, without giving any prior notice, at Supplier's premises, as per Section "Inspection".

- 16. EPIDEMIC FAILURE.** Within two (2) days of written notice by Buyer that an Epidemic Failure exists, Supplier shall, at Buyer's discretion: (i) refund or credit the Product Price, or replace or repair the defective Products at no charge in a timely manner, and (ii) reimburse Buyer for all actual and reasonable expenses incurred by Buyer related to Epidemic Failure, including, without limitation, costs associated with repair or replacement, field costs, customer related expenses, problem diagnosis, and field and finished goods inventory related costs. Supplier will commence such performance within five (5) calendar days of Buyer's notice to Supplier of an Epidemic Defect. Supplier shall provide to Buyer, upon request, complete and comprehensive written failure analysis indicating root cause and corrective action to be taken to prevent future occurrences. Epidemic Failure shall be deemed to exist if any of the following conditions exist:

- (a) A Product field failure exhibiting the same root cause symptom and resulting in a three percent (3%) or greater number of defects in Product shipped to SNS by Supplier over any ninety (90) day period over the life of the Products; or
- (b) The failure rate at any time is two percent (2%) or greater in Goods either shipped to Buyer by Supplier or used in Buyer's Goods in a period of 12 (twelve) months determined on rolling basis; or
- (c) Field recalls; or

(d) If a Product is found to contain a potential safety hazard.

**17. OBSOLESCENCE/SPARE PARTS.** The Supplier shall notify Buyer, in writing, of the obsolescence of any Good as soon as possible. Buyer shall have the right to place a last time buy Purchase Order for such obsoleted Goods within eighteen (18) months of Buyer's receipt of the obsolescence notice. Supplier shall accept to deliver Goods within eighteen (18) months from the date of the receipt of the last Purchase Order, unless otherwise agreed in writing between the Parties. For a period of five (5) years from the Buyer's receipt of the notice of obsolescence, the Supplier shall continue to supply Buyer with the spare parts of Goods. For this purpose, the Supplier shall keep adequate stock of spare parts to be available for purchase by Buyer under these terms and conditions within the five (5) year period at prices agreed upon in writing between the Parties.

**18. GENERAL INDEMNITY.** To the fullest extent permitted by law, Supplier, for itself and on behalf of its subcontractors and/or their respective directors, officers, employees, agents and representatives, shall protect, defend, indemnify, and hold harmless Buyer, and its respective directors, officers, employees, agents and representatives from and against any and all demands, claims (including claims for contribution or indemnity), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against Buyer, arising from or related in any way to the Goods, acts, errors or omissions of Supplier or its subcontractors or assigns and/or their respective directors, officers, employees, agents and representatives, and/or any individual or entity for which Supplier is responsible, including, but not limited to, Claims incurred by or asserted against Buyer as a result of a Supplier breach or alleged breach of the representations and warranties set forth in the Purchase Order, the presence of Supplier's agents, employees, representatives, subcontractors or assigns on Buyer's premises, the use of any Supplier-provided Nonconforming Goods or services, death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, or any violation of law, regulation or order. Supplier shall be liable to Buyer for all damages (whether direct or consequential and incidental) including third party claims and expenses (including reasonable attorneys' fees) actually or proximately arising from any breach of Supplier's warranties and representations hereunder.

**19. INTELLECTUAL PROPERTY RIGHTS.** All Goods, information and technology produced or otherwise developed under the Purchase Order, or as a result of technology furnished by Buyer (collectively, "Developments"), shall be deemed works made for hire and the intellectual property rights in such Developments shall vest exclusively in Buyer. Supplier agrees to use such Developments only in connection with the Purchase Order and otherwise to retain them as confidential in accordance with Confidential Information Section. Supplier, at its cost, hereby assigns to Buyer all right, title and interest in all Developments and shall fully cooperate with and assist Buyer in perfecting such right, title and interest. Supplier represents, warrants and agrees that it will not incorporate any third-party intellectual property into any Developments, or Goods provided hereunder without notifying and obtaining the prior written approval of Buyer. Supplier warrants that: (a) all of its employees, representatives, agents or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to Buyer which contain intellectual property not assignable or licensable to Buyer as provided in this Section. Supplier agrees that if in the course of providing the Goods hereunder, Supplier incorporates any Supplier intellectual property into any Development or Good provided to Buyer, Buyer is hereby granted and shall have a nonexclusive, perpetual, worldwide, royalty free sub-licensable, transferable, license, to use any such Supplier intellectual property including in the Developments and/or in the Goods.

**20. INTELLECTUAL PROPERTY INDEMNITY.** Supplier shall indemnify, defend and hold harmless Buyer, its successors and assigns and the customers of any of them, from and against any and all claims, damages, losses, demands and expenses (including reasonable attorneys' fees and costs), or liabilities incurred

because of claims that the Goods or use of any Goods purchased hereunder, or any component, part or process thereof or Goods made therewith, irrespective of whether Buyer furnishes any specifications to Supplier, infringes any patent, trademark, trade secret, copyright, mask work or application therefore, or other intellectual property right of a third party. In addition to the foregoing, in case of any such legal action brought by any third party, or in case such an action is likely (in Buyer's opinion) to be brought, the Supplier shall, at its option (1) obtain, at its own costs, and grant to Buyer a license to use the Goods; (2) modify the Goods so they become non-infringing; (3) replace the Goods with non-infringing and functionally equivalent one; (4) grant Buyer a credit equal to the purchase value of the Goods at the time of the notice of action or of its probable occurrence.

- a. Regardless of which of the foregoing remedies is effected, Supplier shall pay to Buyer rework expenses and incremental costs incurred by Buyer, its successors, assigns and/or customers of any of them, to procure alternative products required to fill orders placed by Buyer and accepted by Supplier as of the effective date of the injunction.

21. **CONFIDENTIAL INFORMATION.** The Purchase Order and any material disclosed by Buyer in connection with the Purchase Order, including but not limited to Buyer specifications, instructions, documents, drawings or blueprints, contains information that is confidential and proprietary to Buyer and such information is not to be used by Supplier for any purpose. Supplier shall maintain the information in strictest confidence for the sole and exclusive benefit of the Buyer and shall not be disclosed to third parties without the written consent of the Buyer. Should the Supplier disclose any such information, Buyer shall be entitled (i) to immediately terminate the Contract and/or (ii) to obtain injunctive relief without the posting of bond and/or (iii) claim damages, in addition to any other relief Buyer shall be entitled to under law or equity. The Supplier shall carefully restrict access to the information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those herein. The Supplier shall return to Buyer any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Buyer's confidential information immediately if Buyer requests it. Such nondisclosure provisions of this Purchase Order shall survive the termination of the same and Supplier's duty to hold confidential information in confidence shall remain in effect until Buyer sends Supplier written notice releasing Supplier from this Purchase Order.
22. **ASSIGNMENT.** Neither the Purchase Order nor any interest therein may be assigned by Supplier without the prior written consent of Buyer. No assignment of the right to receive payment shall affect Buyer's right of setoff against Supplier. This Purchase Order shall bind and inure to the benefit of Buyer's assigns and successors including, without limitation, any entity with which or into which Buyer shall merge or consolidate.
23. **WAIVER AND MODIFICATION.** The waiver of any term, condition or provision of the Purchase Order by Buyer shall not be construed as a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. To be binding upon Buyer, any modification of the Purchase Order must be in writing and signed by Buyer's authorized representative.
24. **GOVERNING LAW/DISPUTE RESOLUTION.** The rights and obligations under the Purchase Order will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Parties expressly agree that such rights and obligations will instead be governed by the laws of the Commonwealth of Pennsylvania, without regard to any choice of law provisions. SNS and Supplier hereby agree to submit to the exclusive jurisdiction of the courts of Montgomery County, Pennsylvania.
25. **COMPLIANCE WITH LAWS.** Supplier will comply with all applicable laws, regulations and ordinances applicable to the performance of its obligations hereunder, including, without limitation, labor, discrimination, product content and labeling and anti-corruption laws. Supplier agrees to indemnify and hold Buyer harmless from and against any and all losses which Buyer may suffer in the event that Supplier fails to comply with such laws in any manner.

Supplier shall adhere to all applicable environmental laws and regulations and anticipate the expected regulations and constraints for all Goods and/or manufacturing sites, including, but not limited to laws relating to “conflict minerals” (columbite–tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or adjacent territories; the latest requirements of the European environmental directives on batteries, packaging, chemical, and hazardous substances in electric and electronic equipment (for example, 2002/95/EC on the restriction of the use of certain hazardous substances in electric and electronic equipment (RoHS), 2002/96/EC on waste electrical and electronic equipment (WEEE), and EC 1907/2006) the registration, evaluation, authorization and restriction of chemical substances regulation on chemicals and their safe use (REACH).

26. **CUSTOMS–TRADE PARTNERSHIP AGAINST TERRORISM ACT.** Buyer participates in the U.S. Customs and Border Protection (CBP) Customs–Trade Partnership Against Terrorism (C–TPAT) program. Supplier agrees to take such reasonable measures as are required by Buyer and/or CBP to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Supplier's security procedures and facilities concerning C–TPAT compliance. Information about C–TPAT is available at [www.cbp.gov](http://www.cbp.gov).
27. **CORPORATE RESPONSIBILITY.** Supplier acknowledges and undertakes to comply with the principles contained in Buyer's Code of Conduct, published on the Buyer website at [www.solutionnetsystems.com](http://www.solutionnetsystems.com). Furthermore, Supplier shall promptly inform Buyer in writing with any decision to implement changes to its Goods or procedures which would have any material impact on its compliance with the Code of Conduct.
28. **GENERAL.** Neither party shall make any news release or public announcement concerning the Agreement or the Goods without the other party's prior written consent. If any of the terms or provisions provided herein are declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Agreement will remain in full force and effect.