

12. Termination at Buyer's Option. Should Buyer's need for the goods to be supplied hereunder be reduced or eliminated, Buyer shall have the right to terminate the Order in whole or in part, in which event Vendor shall immediately cease work under this Order (including work of any of its suppliers or contractors) and Buyer shall pay to Vendor the reasonable value of the work performed by Vendor in respect of such goods up to the time of notification of termination by Buyer. In no event shall Buyer be liable for costs which Vendor could reasonably have avoided. Without limiting the foregoing, Buyer shall not be liable for actual or prospective profits, or for any consequential, incidental, special, indirect or other damages suffered as a result of any claim by Vendor arising under any section hereof.

13. Assignment and Subcontracting. Neither this Order nor any interest or claim hereunder shall be assigned or transferred by Vendor, nor any obligation delegated or subcontracted by Vendor hereunder, except as expressly agreed in writing by a duly authorized officer of Buyer.

14. Entire Agreement; Modifications. This Order constitutes the entire agreement between the parties with respect to the purchase and sale of the goods described in this Order and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, writings and all other communications between the parties with respect to such goods. No waiver, alteration, modification or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by Buyer. If any of Vendor's forms (including without limitation quotations, acknowledgments, conformations and invoices) state terms additional to or different from those set forth herein, this writing shall be deemed an objection to and rejection of such additional and/or different terms and the terms of this Order shall apply.

15. Governing Law; Jurisdiction. All questions arising in connection with this Order shall be construed, resolved and governed by the laws of the Commonwealth of Pennsylvania and its commercial code, if applicable, without regard to its conflict of laws principles and excluding the U.N. Convention for the International Sale of Goods. All disputes arising hereunder shall be resolved in a court of competent jurisdiction in Allegheny County, Pennsylvania, and Vendor hereby consents to the jurisdiction of the State and Federal Courts sitting in Allegheny County, Pennsylvania. Vendor hereby waives any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction, improper service of process of the like in any such action or suit.

16. Changes; Responsibility for Supply Chain. Any changes to the specifications of the goods or the process of production must be approved by Buyer before implementation by Vendor or any of its subtier suppliers. Vendor is responsible for the performance of its subtier suppliers with respect to the goods, and Vendor shall communicate Buyer's requirements to its subtier suppliers as necessary to ensure such their compliance with all applicable Buyer requirements.

19. Enforceability. Any provision of this Order which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

20. Limitations of Liability. NEITHER BUYER NOR ANY OF ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY VENDOR OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO PURCHASE OF GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO VENDOR BY BUYER IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.