



DETROIT THERMAL SYSTEMS, LLC
EQUIPMENT PURCHASE ORDER ADDENDUM

This Detroit Thermal Systems, LLC Equipment Purchase Order Addendum (“Addendum”) applies when incorporated by reference in a Buyer Purchase Order or other applicable documentation (including, for example, by Detroit Thermal Systems, LLC Purchasing Terms and Conditions).

1) **DEFINITIONS**

For the purposes of this Addendum, the following terms shall have the meanings given to them below:

- (a) "Buyer's Facility" means Buyer's facility located at 6505 Cogswell St, Romulus, MI 48174 or an alternative facility specified in writing to Seller prior to delivery of the Equipment;
- (b) "Buyer's Purchase Terms" means the Detroit Thermal Systems, LLC Purchasing Terms and Conditions (“Buyer’s Purchase Terms”) which are available at Buyer’s website at www.detroitthermalsystems.com, the terms of which identify this Addendum as being applicable (in addition to Buyer’s Purchase Terms) to Purchase Orders for Equipment;
- (c) "Contract Amount" means the total price which Buyer agrees to pay to Seller for the Equipment, in the amount specified in the Purchase Order;
- (d) "Equipment" means, collectively, the one or more items of equipment, machinery and/or Tooling (as defined in Section 5(B) of Buyer’s Purchase Terms), and related services including for example, installation services, as identified in the related Purchase Order (as defined in Buyer’s Purchase Terms, Section 1)
- (e) "Equipment Documentation" means, collectively, all drawings, schematics, layouts, operating and service manuals, technical data, software / programming documentation, and other documents relating to the design, use, maintenance, operation, and Performance Testing of the Equipment (as well as of any part or portion thereof), as may be more fully described in the related Purchase Order and/or Specifications;
- (f) “Performance Testing” means any and all testing to be performed in accordance with the Schedule, at the location(s) designated in the Schedule, and in accordance with applicable Specifications and Purchase Order requirements, including without limitation under Sections 5, 7 and 8 below;
- (g) “Project” means the works required by Seller and Buyer in relation to the supply of the Equipment under a Purchase Order;
- (h) “Schedule” means the applicable timing, including without limitation applicable milestones and deadline dates, with which Seller shall comply with respect to the design, manufacture, delivery, installation, commissioning and Performance Testing of the Equipment as provided in the Purchase Order for the Equipment;
- (i) “Specifications” means any and all specification, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, fit/form/function requirements, and related requirements furnished to Seller by Buyer, and all industry standards, laws and regulations in force in countries where the Equipment is to be installed and used and where any related services (such as installation services) included in the Equipment are to be performed; and
- (j) Capitalized terms used but not defined herein and defined in Buyer’s Purchase Terms shall have the meanings set forth in Buyer’s Purchase Terms (unless the context otherwise requires).

In addition to and notwithstanding the foregoing, where and to the extent that this Equipment Purchase Order Addendum applies, all references in Buyer’s Purchase Terms to “Tooling” (except for that portion of

Section 5(B) of Buyer's Purchase Terms defining "Tooling") shall be understood to mean and refer to Equipment (as defined in Addendum Section 1(d) above).

2) **EQUIPMENT PURCHASE**

- (a) Buyer shall purchase from Seller the Equipment, subject to the terms and conditions of the Purchase Order, this Addendum and the Buyer's Purchase Terms. The terms and conditions of the Purchase Order, the Addendum and Buyer's Purchase Terms are intended to be and shall be interpreted (to the fullest extent possible) as supplemental to one another with respect to the related Purchase Order for the purchase of Equipment, including without limitation with respect to the obligations of Seller thereunder.
- (b) Unless otherwise expressly provided in the Purchase Order for Equipment or required by applicable law, Buyer shall pay the Contract Amount for Equipment in installments upon Seller's achievement of the milestones and/or other deliverables as specified in the related Purchase Order, as follows:
 - i. 50% of the applicable Contract Amount for Equipment shall be paid after the delivery of the Equipment at Buyer's Facility.
 - ii. 20% of the applicable Contract Amount for Equipment shall be paid upon successful completion of Performance Testing and provisional acceptance of the Equipment at the Buyer's Facility as provided in Section 7 below; and
 - iii. 30% of the applicable Contract Amount for Equipment shall be paid upon the successful completion of Performance Testing and final acceptance of the Equipment under Section 8 below.

3) **CUSTOMS DUTIES AND TAXES**

- (a) If applicable, Seller shall apply for customs clearance and Buyer shall provide reasonable assistance in respect of any such application, upon Seller's request. Seller shall be solely responsible for any customs duties.
- (b) The Contract Amount shall be inclusive of any and all customs duties and expenses and all federal, provincial/state and local taxes levied outside the United States applicable to the sale of the Equipment.
- (c) Buyer shall be entitled to a credit against the Contract Amount for any reduction in Seller's customs duties and expenses resulting from any reduction in the customs duties from those in effect on the date of the applicable Purchase Order or which are recoverable by either Seller or Buyer at any time after delivery of the Equipment.

4) **SCHEDULE AND DELIVERY**

- (a) Seller shall deliver the Equipment to Buyer's Facility by the delivery date(s) specified in the Schedule.
- (b) Seller shall inform Buyer on a weekly basis (or more frequently, if requested by Buyer) of the status of the design and manufacture of the Equipment and, as the case may be, all Project(s) under way for Buyer, by transmitting progress reports to Buyer's Project Leader.
- (c) Seller shall notify Buyer in writing immediately of any actual or expected delays in deliveries and rectify the problem, by adapting its resources and organization so as to comply with the Schedule. In the event of any delay in delivery, whether or not Seller has provided notice to the Buyer thereof, Buyer may, in its sole discretion, refuse delivery, in which case Buyer shall bear no liability to the Seller in respect of any balance owing in respect of the Contract Amount or otherwise. Buyer is not obligated to accept delivery of the Equipment prior to the delivery date(s) in the Schedule.
- (d) If applicable, the Equipment shall be delivered DDP – Buyer's Facility (Incoterms 2000). Seller shall make all necessary arrangements and bear all costs for shipping and packaging (including transport insurance and packaging material). Seller shall notify Buyer of the transport carrier no later than thirty (30) days prior to the delivery date(s).

5) **PROVISIONAL ACCEPTANCE OF THE EQUIPMENT AT SELLER'S SITE**

- (a) Performance Testing to be performed at Seller's Site for purposes of Provisional Acceptance of the Equipment shall take place at the Seller's Site in accordance with the Purchase Order, including the applicable Schedule and Specifications.
- (b) If the Equipment is approved by Buyer as being "provisionally accepted", the Equipment may be delivered to the Buyer's Facility. If the Provisional Acceptance is "refused" or if Buyer has issued reservations about the Equipment, any costs or expenses related to the actions required to undertake a new round of Provisional Acceptance testing shall be paid for by Seller.
- (c) Buyer may indicate any reservations it has in relation to the status, performance or non-conformity of the Equipment in the "Provisional Acceptance Report" authorizing delivery of the Equipment to Buyer's Facility. The Seller undertakes to correct and remedy all such nonconformities prior to the next approval phase, in compliance with the Schedule.
- (d) In order to permit the Seller to carry out the Performance Testing of the Equipment at Seller's Site, the Buyer shall supply to Seller the test parts/components necessary test run the Equipment as per the defined Performance Testing

6) **INSTALLATION**

- (a) Seller shall commence and complete the installation of the Equipment at Buyer's Facility, including connecting all necessary utilities, system components, power and other connections, all in accordance with the Schedule including applicable deadlines, and with applicable Specifications, Equipment Documentation and related Purchase Order requirements, employing qualified personnel under the supervision and direction of Seller. Seller shall bear all costs of the installation of the Equipment.
- (b) The work required for the installation of the Equipment shall include any and all services that are necessary for Seller to perform its obligations under the Purchase Order, whether or not specifically set forth in such order. In each instance, Seller shall perform the services in accordance with the terms of the Purchase Order.
- (c) Seller shall obtain all applicable utilities approvals and all required environmental and operating permits and approvals prior to the installation of the Equipment, and shall bear all costs associated with obtaining such approvals and/or permits.
- (d) Seller shall notify Buyer of all installation and site preparation requirements for the Equipment, including the weights and dimensions of the Equipment, equipment positioning, working areas and loads for lifting the Equipment and power requirements, by no later than four weeks prior to scheduled delivery of the Equipment to Buyer's Facility (or such other date as specified in the Schedule). Buyer shall, at its sole expense, fulfill all site preparation requirements at Buyer's Facility that are reasonably required for the installation of the Equipment, except as otherwise provided in the Purchase Order.
- (e) Seller shall defend, indemnify and hold Buyer and Buyer's sureties harmless from and against any claim arising from any lien, notice of intention to hold a lien, encumbrance or notice to Buyer which may be served, filed, recorded or maintained against or with respect to the Buyer's Facility at which the Equipment is being installed as a result of such installation. Seller shall cause (or, if needed, initiate a lawsuit to cause) any such lien, notice or encumbrance to be satisfied, removed or discharged by bond, payment, or otherwise within ten (10) days from the date of written demand by Buyer and shall reimburse Buyer for any costs and attorneys' fees incurred by Buyer as a result of such lawsuit. The existence of any lien, notice or encumbrance shall preclude Seller's right to receive payment in respect of any Equipment until such lien, notice or encumbrance has been removed. The indemnity contained in this Section 6(e) shall be in addition to any other indemnity provided for and shall remain in force and effect regardless of any dispute relating to the performance of services or any delay in payment on account thereof and shall survive final payment and the termination, cancellation or expiration of this Addendum and any applicable Purchase Order. In the event Seller fails to discharge its obligations under this

Section 6(e), Buyer may discharge them and Seller shall reimburse Buyer for all payments and all expenses, including attorneys' fees and costs, incurred in connection therewith.

- (f) Seller shall obtain and maintain, at Seller's expense, the insurance coverages listed in Section 24 of Buyer's Purchase Terms, which shall meet the requirements of said provision.
- (g) Seller shall furnish to Buyer in writing the names and addresses of its proposed subcontractors, suppliers and agents, of whatever tier ("Subcontractor", and collectively, the "Subcontractors"), if any, who will perform any portion of the work described in the Purchase Order. Seller shall not engage any such proposed person or entity without the prior written consent of Buyer, and Seller shall not contract with any person or entity as to which Buyer has made objection. Such consent, if given, shall not relieve Seller from any liability or obligation under the Purchase Order and Seller shall be responsible for the acts and omissions of each Subcontractor and its agents and employees as fully as if they were the acts, defaults or neglects of Seller or its agents or employees. Through an appropriate written agreement, Seller shall require each Subcontractor to be bound to Seller by the terms of this Agreement and to assume toward Seller all the obligations and responsibilities that Seller assumes toward Buyer. Such agreement shall preserve and protect the rights of Buyer under this Agreement with respect to the services to be performed by the Subcontractor so that the subcontracting of such services will not prejudice Buyer's rights. Where appropriate, Seller shall require each Subcontractor to enter into similar agreements with its subcontractors and suppliers. The omission of a reference to a Subcontractor in connection with any of Seller's responsibilities or obligations in this Agreement shall not be construed to diminish, abrogate or limit any responsibilities or obligations of Seller in connection with any subcontract.

7) **PERFORMANCE TESTING AND PROVISIONAL ACCEPTANCE OF THE EQUIPMENT AT BUYER'S FACILITY**

- (a) Performance Testing of the Equipment at the Buyer's Facility shall be carried out in accordance with the Schedule.
- (b) In order to permit the Seller to carry out the Performance Testing of the Equipment at Buyer's Facility in accordance with the Schedule, the Buyer shall supply to Seller the test parts/components necessary to test run the Equipment as per the defined Performance Testing.
- (c) Buyer may indicate any reservations it has in relation to the status, performance or non-conformity of the Equipment which have become apparent during the foregoing Performance Testing. The Seller undertakes to correct and remedy, at its own cost, all problems / nonconformances identified by Buyer, immediately and in compliance with the Schedule
- (d) A Certificate of Provisional Acceptance at Buyer's Facility shall be duly completed and signed by the Parties upon successful completion of the related Performance Testing for Provisional Acceptance at Buyer's Facility.

8) **PERFORMANCE TESTING AND FINAL ACCEPTANCE OF THE EQUIPMENT AT BUYER'S FACILITY**

- (a) If the final Performance Testing of the Equipment is successful as per the requirements of the Specifications and Purchase Order requirements, including without limitation for the period of running time provided therein, it shall be confirmed by a "Final Acceptance Certificate" signed by both Parties.
- (b) For the purposes of the Performance Testing, stoppages of the Equipment which are not attributed to the Seller shall be counted as productive time. In any case, if, due to stoppages, the Performance Tests do not meet applicable requirements, then, at the request of Buyer, the Performance Testing shall be repeated until satisfactory.

- (c) The Equipment Documentation forms an integral part of the supply of the Equipment and shall be continually updated by the Seller during all Project phases. The Seller shall provide Buyer with a complete set of Equipment Documentation as a condition of final acceptance of the Equipment and in accordance with Section 12 below.

9) **DELAYS**

Without limiting any other remedy that Buyer may have under this Addendum, the Purchase Order, Buyer's Purchase Terms or applicable law, Seller shall be liable for any and all costs, expenses or damages incurred by Buyer as a result any delay or failure of Seller to meet the timing set forth in the Schedule and/or Purchase Order, regardless of whether such delay or failure is a result of Seller's negligence or willful default (but excluding any excusable delay under Section 33 (Force Majeure) of Buyer's Purchase Terms). Seller shall be liable to pay such amounts to Buyer immediately upon demand.

10) **EQUIPMENT WARRANTIES**

- (a) (1) Seller warrants that the Equipment including each of its component parts: (i) shall conform in all respects to the specifications and performance criteria contained in the Specifications and/or the Equipment Documentation and (ii) shall be free from any defects in design and fit for the intended purpose, of which Seller acknowledges having knowledge; and (iii) shall be free from any defects in materials and/or workmanship. The foregoing warranty shall apply regardless of the number of shifts for which the Equipment is operated, and regardless of any limitations on warranties offered by Seller's suppliers or sub-suppliers of component parts for the Equipment.
- (b) Seller further warrants that the Equipment will satisfy the performance requirements set forth in the Specifications and/or the Equipment Documentation (including cycle time and OEE), provided that: (i) Buyer operates the Equipment in accordance with the requirements expressly set forth in Seller's operating and maintenance manual(s) provided to Buyer; and (ii) to the extent that Seller or its agents do not provide preventative maintenance services on the Equipment, Buyer maintains the Equipment in accordance with the requirements expressly set forth in Seller's operating and maintenance manual(s) provided to Buyer.
- (c) Seller further warrants that all the electrical and electronic control items of the Equipment and its wiring shall be designed, manufactured and tested in accordance with any and all applicable electrical standards in effect as of the date of the Purchase Order in the jurisdiction in which the Equipment is to be installed and operated. Seller further warrants that the Equipment shall be designed and manufactured in compliance with all applicable occupational health and safety requirements in effect as of the date of the Purchase Order in the jurisdiction in which the Equipment is to be installed and operated.
- (d) During the applicable warranty period (as set forth in Section 9(C)(i) of Buyer's Purchase Terms, unless otherwise provided in the applicable Purchase Order), Seller has the right to inspect the Equipment and to interview Buyer's personnel who are responsible for the operation, maintenance and/or servicing of the Equipment, in each case at reasonable times and on reasonable notice, at Buyer's Facility and at Seller's sole expense.
- (e) In the event of any malfunction of the Equipment during the applicable warranty period which Buyer reasonably believes constitutes a breach of the warranties set forth herein, Seller shall respond immediately to Buyer's notice or communication and shall complete the repairs to the Equipment within twenty four (24) hours, all at Seller's sole expense (including all transportation costs). Any replacement of the Equipment or any of its component parts shall be done only upon Buyer's consent, and the applicable warranty period(s) shall recommence upon Buyer's use of such replacement.
- (f) In addition to any other remedy available under this Addendum or at law, Buyer shall be entitled to carry out any such repair or replacement of the Equipment or any of its component parts, and to contract such work to a third party, in each case at Seller's sole expense, in the event of a breach of warranty and if Seller is unwilling or unable to perform such work within the time periods set forth above. If the costs for repair of the Equipment are reasonably expected to

exceed the Contract Amount, and Seller is unwilling or unable to perform such repair itself, Buyer may, in its sole discretion, replace the Equipment with substantially similar equipment, and Seller shall be liable for all of Buyer's costs in respect thereof. For these purposes, Buyer shall be entitled to claim compensation for the time spent by its own personnel in performing any such repair or replacement, at a rate equal to the upper end of the range of labor rates for the job classification(s) equivalent to the work performed by Buyer's personnel for the region in which Buyer's Facility is located, as provided by the U.S. Department of Labor from time to time, plus forty percent (40%) on account of Buyer's overhead and employee benefits. Any repairs performed by or on behalf of Buyer shall not limit or extinguish Seller's warranties for any remaining applicable warranty period(s) in respect of the Equipment.

- (g) For greater certainty, (1) the warranties provided herein are in addition to, and not in substitution for, the product warranties set forth in Buyer's Purchase Terms and survive Buyer's inspection, test, delivery, acceptance, use and payment of and for the Equipment, and (2) the indemnification obligations of Seller pursuant to Buyer's Purchase Terms (including without limitation under Section 10) also apply fully in respect of Seller's representations, warranties and obligations under this Addendum.

11) **INTELLECTUAL PROPERTY INFRINGEMENT**

Seller warrants that the sale, delivery and use of the Equipment does not and will not infringe any patent or similar intellectual property right, trademark and/or copyright of any third party, provided that the Equipment is used as intended by Buyer. Without limiting Buyer's rights (including without limitation under this Addendum), if the Equipment infringes a patent or other intellectual property right of any third party, Seller shall undertake one or more of the following actions, in each case at Seller's sole expense and upon Buyer's prior consent: (i) promptly substitute for the infringing element another equally suitable non-infringing element, provided such substitution does not adversely affect the production schedule of the Buyer or the use or performance of the Equipment as intended by Buyer hereunder; (ii) promptly modify any infringing element so it becomes non-infringing, provided such modification does not adversely affect the production schedule of Buyer or the use or performance of the Equipment as intended by Buyer hereunder; or (iii) obtain for Buyer the royalty-free right to use such infringing element.

12) **EQUIPMENT DOCUMENTATION**

- (a) Seller shall furnish Buyer with all Equipment Documentation by the Final Acceptance of the Equipment or before if requested by Buyer. Seller shall retain, and make available to Buyer promptly upon request, copies of the Equipment Documentation, for a period of ten (10) years from SOP.
- (b) Buyer shall furnish Seller with a copy of its plant drawings for Buyer's Premises, including electrical, plumbing and other relevant drawings, solely for the purpose of allowing Seller to prepare the Equipment Documentation. Seller shall not use such drawings for any other purpose and, at the request of Buyer, shall return all copies thereof upon delivery of the Equipment Documentation.

- 13) **SOFTWARE LICENSE**
If the Equipment includes or relies upon software that is proprietary to Seller or subject to a license granted by a third party, Seller shall grant an irrevocable, non-exclusive, royalty-free, fully paid-up, worldwide license (or sub-license, as the case may be) to Buyer and its assignees, to use and modify such software as Buyer deems necessary or desirable in connection with Buyer's operation and maintenance of the Equipment. Seller shall furnish Buyer, as part of the Equipment Documentation, with such documentation and information in respect of such software as may be necessary to give effect to the foregoing license.
- 14) **TRAINING AND TECHNICAL ASSISTANCE**
Seller shall provide to Buyer, and its employees and agents, training, technical assistance and troubleshooting in respect of the design, operation, maintenance and use of the Equipment as provided in the Purchase Order including without limitation the Schedule and applicable Specifications and/or Equipment Documentation, and all at Seller's sole expense. All such training shall be provided concurrently with Final Acceptance of the Equipment at Buyer's Facility, unless otherwise agreed by the parties. Any additional training shall be subject to such fees payable to Seller as may be mutually agreed upon by the parties.
- 15) **PREVENTATIVE MAINTENANCE AND SERVICING**
Seller shall provide Buyer with a preventative maintenance plan for the Equipment as part of the Equipment Documentation. Buyer shall not be obligated to engage Seller to provide any preventative maintenance services in respect of the Equipment. Seller acknowledges and agrees that Buyer, or Buyer's designee(s) (including their affiliates and subcontractors) have the irrevocable right to repair, reconstruct, rebuild and relocate, and to have repaired, reconstructed, rebuilt and relocated, Equipment delivered under the Purchase Order without payment of any royalty or other compensation to Seller.
- 16) **SPARE AND REPLACEMENT PARTS FOR EQUIPMENT**
At the request of Buyer, Seller shall supply spare and replacement parts for the Equipment, for a period of fifteen (15) years following SOP. Buyer shall be entitled to a discount of at least ten per cent (10%) of Seller's standard list price for such parts. Seller shall provide such parts within twenty four (24) hours of Buyer's request, unless otherwise agreed by the parties. At the request of Buyer, Seller shall also provide Buyer with price lists for all spare and replacements parts for the Equipment, to the extent such parts were purchased by Seller from third party suppliers, together with the name of the manufacturer, the serial number and model number for such parts. For greater certainty, Buyer shall not be obligated to purchase spare or replacement parts for the Equipment from Seller.
- 17) **BILLABLE TOOLING**
In the event that the Equipment includes Tooling or other Equipment for which Buyer may seek reimbursement from Buyer's customer ("Billable Tooling"), Seller shall design, manufacture and supply such Billable Tooling in accordance with such customer's requirements and guidelines, as may be communicated by Buyer to Seller (including without limitation as set forth in Buyer's Purchase Terms, Sections 18 and 22.
- 18) **FACILITY SAFETY AND SECURITY RULES**
- (a) **Facility Safety and Security.** Prior to performing any work at Buyer's Facility, Seller shall become familiar with (i) Buyer's premises and operations, including but not limited to all hazards or dangers attendant thereto, and (ii) Buyer's safety and operational rules, policies and procedures, if and as applicable. Prior to performing any work at Buyer's Facility, Seller and each of its Subcontractors shall complete and comply with all applicable forms, requirements, policies, instructions and other matters that Buyer may provide to Seller. Such requirements may include, but are not limited to, attending safety instructional classes that may be conducted by Buyer from time to time. Buyer may amend, modify, or supplement the documents, requirements,

rules, and policies by providing written notice to Seller. In any event, Seller shall comply with all Buyer rules, regulations and policies, including but not limited to those governing the security, maintenance and safety of the Buyer's Facility, as instituted by Buyer from time to time.

- (b) Seller shall comply with all applicable laws and safety standards, traffic rules, accident prevention regulations, and record keeping requirements promulgated by federal, state and local authorities, including but not limited the Occupational Health and Safety Act, as amended. In performing the work, Seller shall take all precautions to avoid the risk of bodily injury to persons or risk of damage to any property, including without limitation, Buyer's Facility and operations, the Project site and adjacent facilities, workmen and the public.

Seller may only enter or remain on the Buyer's Facility at those times when it is scheduled to perform work, unless specific consent is given by Buyer. Failure of Seller to abide by the rules and regulations of Buyer may result in the removal of Seller and its Subcontractors from Buyer's Facility and/or immediate termination of the Purchase Order. Seller shall perform the work and cooperate with Buyer and other Buyer's contractors in such manner as is necessary to minimize disturbances and prevent disruptions. Seller must return all items furnished to it by Buyer for the purpose of obtaining access to the Buyer's Facility, including but not limited to, all Buyer badges or identification materials, immediately after Seller completes all work.

Seller shall require all Subcontractors to comply with the provisions of this Section 18 (as well as the other provisions of this Addendum).

- (c) Maintenance of Work Area. Seller shall at all times keep its work site in clean and in safe condition and remove and properly dispose of all debris from Seller's operations in accordance with applicable laws and Buyer's policies. In the event Seller fails to maintain its work area as described above and in a manner satisfactory to Buyer, Buyer shall have the right to perform such cleanup and remove such items on behalf of, and at the risk and expense of, Seller.
- (d) Violations; Accidents. Seller shall immediately notify Buyer of any notices, warnings, inspections or asserted violations by any government agency in connection with the work, and any accidents or occurrences resulting in injuries to Seller's employees, agents, Subcontractors, or other third parties, or damage to any property of Buyer or the foregoing, arising out of or relating to the work.

19) **TERMINATION**

The parties shall have the right to terminate this Addendum and the Purchase Order for Equipment in accordance with the terms of Buyer's Purchase Terms (including without limitation Sections 13, 14 and 15); provided, however, that Buyer shall only exercise its right to terminate a Purchase Order in respect of Equipment "for convenience" in the event that Buyer's customer has terminated the program relating to, or Buyer is no longer the supplier to its customer of, the goods, parts or components to be produced by Buyer for such customer using the Equipment. In the event of such termination by Buyer, Seller shall not be entitled to recover any costs incurred after its receipt of notice of termination from Buyer. In all other respects, the termination provisions of Buyer's Purchase Terms shall remain unchanged.

[End of Equipment Purchase Order Addendum]