## **TERMS, CONDITIONS & WARRANTY**

- **1. DEFINITIONS.** As used in these Terms and Conditions of Sale, "WOODAPPLY" means Michigan Adhesives Manufacturing, Inc. For purposes of the limitations on liability and remedies in Section 8 hereof and for purposes of Section 9 hereof, "WOODAPPLY" shall include, where appropriate, all employees, agents, and representatives of WOODAPPLY. "Third party" shall include every person, government, or other entity other than WOODAPPLY and Buyer. Terms such as "herein," "hereof," and the like shall mean this Order Acknowledgment in its entirety, including both front and back pages. Whenever a term defined by the Michigan Uniform Commercial Code (the "Code") is used in these Terms and Conditions, the definition contained in the Code shall control.
- 2. EXCLUSIVE TERMS, CONDITIONS, AND LIMITATIONS OF SALE. This is an Order Acknowledgement by WOODAPPLY which acknowledges that Buyer and WOODAPPLY have entered into a contract (the "Contract") whose terms, conditions, and limitations of sale are those set forth in a letter of quotation. The letter of quotation issued will supplement the Standard Terms and Conditions of Sale to the extent such terms are not inconsistent. This Order Acknowledgement is not an acceptance of any offer or counter-offer of Buyer, and serves as a written objection to any additional, different, or inconsistent terms, conditions, or limitations contained in or incorporated by reference in any forms, purchase order, or other document of Buyer. If, notwithstanding the foregoing, this Order Acknowledgement is deemed by a court or arbitrator to be an acceptance of an offer or counter-offer by Buyer, such acceptance is expressly made conditional on Buyer's assent to the terms, conditions, and limitations set forth in this Order Acknowledgment, and if this Order Acknowledgment is deemed by a court or arbitrator to constitute an offer or counter-offer by WOODAPPLY, acceptance of such offer is expressly limited to the terms, conditions, and limitations set forth in this Order Acknowledgement. In any case, the terms, conditions, and limitations set forth in this Order Acknowledgement are the only terms, conditions, and limitations to which WOODAPPLY will agree, and supersede all prior statements, proposals, negotiations, representations, and agreements (other than those set forth in WOODAPPLY' letter of quotation, if such letter of quotation is deemed to constitute the offer by WOODAPPLY which Buyer is deemed to have accepted) and shall constitute the entire agreement between WOODAPPLY and Buyer. The terms, conditions, and limitations set forth in this Order Acknowledgement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized officer of WOODAPPLY which shall set forth with particularity and not through incorporation by reference the precise terms, conditions, and limitations modified, altered, or added to with specific written reference to the terms, conditions, and limitations of this Order Acknowledgment which are modified, altered, or added to. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, shall constitute a waiver or serve to explain or interpret these terms, conditions, or limitations.
- **3. PRICES.** The prices and charges invoiced shall be WOODAPPLY's prices and charges in effect at the time of purchase order entry.
- **4. TERMS OF PAYMENT.** (a) All payments shall be in United States currency or in the equivalent thereof as specified in writing by WOODAPPLY. (b) The net amount due shall be paid in full within 30 days of the date of invoice with a discount of 1% if paid within 10 days of the date of invoice. Amounts unpaid after 30 days after the due date shall accrue interest, compounded semiannually, at the annual rate of 18%, or the maximum legal rate, if less. (c) The price is payable on the terms set forth herein without deduction, set-offs, counterclaims, back charges, or any other charges or claims of Buyer of whatsoever nature, and the obligations of buyer to WOODAPPLY shall remain unimpaired regardless of disputes which may arise between Buyer and third parties. The Buyer shall pay, in addition to the prices quoted, the amount of any present or future customs duties or sales, use, excise or other similar tax applicable to the sale of goods or performance of services covered by this acknowledgment, or in lieu thereof the Buyer shall supply WOODAPPLY with an appropriate tax exemption certificate. If, for any reason, any such certificate is not accepted by such authorities or such acceptance is revoked, Buyer shall indemnify and hold WOODAPPLY harmless as provided in Section 9 hereof.
- **5. PAYMENT OF FREIGHT, TRANSPORTATION, TAXES, AND OTHER GOVERNMENTAL CHARGES BY BUYER.** Unless otherwise agreed by WOODAPPLY in writing, the purchase price of the goods covered by this Order Acknowledgment does not include present or future freight charges and transportation and delivery costs, if applicable, nor does it include transportation taxes and sales, use, excise, or any similar tax or other governmental charge upon or with respect to the sale, purchase, manufacture, processing, fabrication, delivery, storage, use, consumption, or transportation of such goods. The amount of any freight charges, transportation and delivery costs, and transportation taxes, and any present or future sales use, excise, gross receipts, or any similar tax or other governmental charge applicable to this Order Acknowledgment and to the sale and/or furnishing of the goods required by this Order Acknowledgment shall be deemed extra charges and shall be paid by the Buyer, or in lieu thereof in the case of taxes, Buyer shall provide WOODAPPLY with a tax exemption certificate acceptable to applicable taxing authorities. If, for any reason, any such certificate is not accepted by such authorities or such acceptance is revoked, Buyer shall indemnify and hold WOODAPPLY harmless as provided in Section 9 hereof. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by Buyer. All licenses and permits shall be secured by Buyer at Buyer's expense unless the responsibility is assumed in writing by WOODAPPLY.

## 6. DELIVERY, FORCE MAJEURE, RISK OF LOSS, AND TITLE.

(a) All deliveries shall be F.O.B, WOODAPPLY's point of shipment.

(b) WOODAPPLY may, at its discretion, use commercial carriers or its own trucks for shipment. WOODAPPLY will use reasonable efforts to comply with Buyer's request as to method and route of transportation, but WOODAPPLY reserves the right to use an alternate method or route of transportation.

- (c) Estimated dates for shipping are provided to Buyer on the basis of WOODAPPLY's best estimate for informational purposes only and are not guaranteed. WOODAPPLY shall not be liable for loss or damage resulting from delay or failure of delivery or performance due to WOODAPPLY's other production requirements or plant conditions; to strike, differences with workmen, lockout, or any labor shortage or difficulty; to fire, flood, accident, quarantine restrictions, earthquake, tornado, epidemic, or other casualty or act of God; to war, riot, civil disobedience, or other emergency, or acts of civil or military authorities; to compliance with orders, priorities, or requests of any government agencies or courts or arbitrators; to embargoes; to failure of suppliers of WOODAPPLY to meet delivery schedules, or any shortage of raw materials however caused; to inability or delay in obtaining labor or materials; to inability or delay in obtaining cars, trucks, fuel, or machinery necessary for transportation; or to any cause, condition, or contingency beyond the reasonable control of WOODAPPLY, whether similar to those enumerated or not. In the event of any of the foregoing, WOODAPPLY may apportion its production and all stock material among its customers in such manner as it may consider equitable. If Buyer is unable to receive the goods when tendered, Buyer shall be liable to WOODAPPLY for any loss, damage, or additional expense incurred or suffered by WOODAPPLY as a result thereof.
- (d) Risk of loss shall pass to Buyer upon WOODAPPLY's delivery to carrier or upon tender to Buyer's agent.
- (e) Buyer hereby conveys and grants to WoodApply a security interest in the Goods to secure payment and performance of all debts, liabilities and obligations of Buyer of any kind whenever and however incurred to WoodApply. Buyer hereby authorizes **WoodApply to file a UCC-1 Financing**Statement(s) or other similar filings, to evidence or perfect the security interest granted herein. January 1, 2018 WoodApply® Spring Lake, MI 2
- (f) Buyer shall pay all insurance costs associated with delivery, and Buyer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit, unless these obligations are assumed in writing by WOODAPPLY.
- (g) Buyer shall be responsible for obtaining all necessary transportation licenses and permits, at Buyer's expense, unless this responsibility is assumed in writing by WoodApply.
- (h) RETURN GOODS POLICY: WoodApply will accept items of its manufacture for return and material credit subject to the following conditions: Prior formal approval with an RGA Number must be secured. All material to be returned must be currently cataloged items, in resalable condition, in full carton quantities. No broken cartons will be accepted. Credit will be allowed only on quantities actually received by WoodApply and subject to WoodApply inspection. A minimum restocking charge of 25% will be applied to all returned materials. Material purchased more than 12 monthsprior to the return request are not returnable. Return shipments must be prepaid to the warehouse designated. Credit will be issued in the form of material credit only. Cash refunds will not be made.
- **7. PACKAGING, LOADING, OR BRACING REQUESTS.** WOODAPPLY will use reasonable means to comply with any packaging, loading, or bracing requests made in writing by Buyer, provided, however, that any costs due to compliance with such requests shall be deemed extra charges to be paid by Buyer. If no such requests are made by Buyer, WOODAPPLY shall comply with the minimum requirements which customarily apply to the method of transportation used for such goods.
- 8. LIMITED WARRANTY; LIMITATIONS ON DAMAGES. THE WARRANTY OR STATED SHELF LIFE ON TDS AS TO CONFORMITY TO THE EXPRESS SPECIFICATIONS SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF WOODAPPLY, NOR ANY SAMPLE PROVIDED TO BUYER, SHALL CONSTITUTE A WARRANTY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION. UNLESS OTHERWISE AGREED BY WOODAPPLY IN WRITING, SUCH WARRANTY AS TO CONFORMITY TO EXPRESS SPECIFICATIONS RUNS ONLY TO BUYER AND IS NON TRANSFERABLE AND NON-ASSIGNABLE EITHER DIRECTLY, INDIRECTLY, OR BY OPERATION OF LAW, AND ANY SUCH PURPORTED OR ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID. Buyer and its employees, agents, and representatives shall not claim, represent, imply, or permit its purchasers, distributors, processors, or others to claim, represent, or imply that such warranty extends or is available to third parties and shall, in addition to other provisions herein which pertain to indemnification, indemnify and save WOODAPPLY harmless from all claims and actions of third parties irrespective of whether such claims or actions are based upon contract, tort, negligence, strict liability, contribution, indemnity, infringement, statute, or otherwise. To the limit of its legal right to do so, Buyer shall cause any third party to cease and desist any such representation. WOODAPPLY SHALL HAVE NO LIABILITY WITH RESPECT TO GOODS FURNISHED PURSUANT HERETO EXCEPT FOR BREACH OF ITS WARRANTY OF CONFORMITY TO THE EXPRESS SPECIFICATIONS OF BUYER. BUYER'S SOLE REMEDY FOR BREACH OF WARRANTY SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO, A REFUND UP TO THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO SUCH NONCONFORMING GOODS. IN NO EVENT SHALL WOODAPPLY BEAR THE COSTS OF REMOVAL AND/OR REINSTALLATION OF NONCONFORMING GOODS. IN NO EVENT SHALL THE LIABILITY OF WOODAPPLY EXCEED THE PURCHASE

PRICE OF THE GOODS. THE LIMITATIONS ON REMEDIES SET FORTH IN THIS SECTION 8 SHALL APPLY ALSO TO ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATED TO THE GOODS OR THE AGREEMENT THAT A COURT OR ARBITRATOR MAY FIND TO HAVE ARISEN OTHER THAN UNDER THE WARRANTY SET FORTH ABOVE, INCLUDING ANY ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE. IN NO EVENT SHALL WOODAPPLY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE. The foregoing, together with Section 11 hereof, constitutes a final expression by WOODAPPLY of its warranty. Such warranty cannot be modified or supplemented unless modified or supplemented in writing by WOODAPPLY.

- **9. INDEMNIFICATION.** Buyer shall indemnify and hold harmless WoodApply, its affiliates and their respective officers, employees, agents and representatives, from and against all claims, actions, demands, suits, causes of action, losses, damages, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, to the extent related to or arising from: (a) Buyer's breach of or default under (i) these Standard Terms and Conditions of Sale or (ii) any other contract between Buyer and WoodApply; (b) Buyer's, its affiliates' or their respective employees', officers', agents' and representatives' negligence or misconduct; (c) Buyer's handling, repair, modification, use or adjustment of the Goods; (d) Buyer's use of the WoodApply Intellectual Property; or (e) any warranties made by Buyer with respect to the Goods other than those expressly authorized by WoodApply.
- 10. TECHNICAL DATA, ADVICE; SPECIFICATIONS. Any technical data, production data, production estimates, design and performance figures, mechanical properties, advice, drawings, and specifications furnished by WOODAPPLY with respect to goods supplied and the use of such goods is given without charge, and WOODAPPLY assumes no obligation or liability for any damages, consequential, incidental, special, liquidated, punitive, or otherwise for such data, estimates, figures, advice, drawings, and specifications given or results obtained irrespective of whether claims or actions with respect to such are based upon contract, tort, negligence, strict liability, warranty, contribution, indemnity, infringement, statute, or otherwise. All of such data, estimates, figures, properties, advice, drawings, and specifications shall be given and accepted at Buyer's risk. Any such data, estimates, figures, properties, advice, drawings, and specifications are given to Buyer for use only in connection with the goods supplied, and may not be used for any other purpose, and shall not be disclosed by Buyer or its agents or employees without the written consent of WOODAPPLY.
- 11. CLAIMS. In order to insure prompt inspection by Buyer and to estimate improper methods of storage and other abuse of goods sold, WOODAPPLY must be notified in writing concerning the nonconformity of the goods to the Contract as soon as practicable but in no event later than 30 days after Buyer discovers or should have discovered such nonconformity, subject, however, to the period or shelf life warranty set forth above. Such written notice shall set forth with particularity the nature and extent of the nonconformity complained of. All claims for shortages must be made in writing within 15 days after receipt of the goods by Buyer or its agent and specify with particularity the exact shortage complained of. Immediate written notice must be given to the carrier's agent at destination in the event of damage or loss in transit. In no event shall WOODAPPLY be responsible for claims resulting in whole or in part, directly or indirectly, from the use or abuse of nonconforming goods or for the costs of labor and/or materials expended on any such goods. Failure to furnish such written claim within such prescribed period of time shall terminate all liability of WOODAPPLY. WOODAPPLY must be given the opportunity upon written demand to inspect the goods claimed to be nonconforming to this Agreement. Goods which do not conform to the Contract shall be returned to WOODAPPLY upon receipt of WOODAPPLY's authorization to do January 1, 2018 WoodApply® Spring Lake, MI 3 so and at WOODAPPLY's expense. Buyer must demonstrate to the reasonable satisfaction of WOODAPPLY that any alleged nonconformity to the Contract was solely caused by a breach by WOODAPPLY of the warranty as to the conformity to the express specifications of Buyer set forth above. In no event shall any claim of Buyer be set-off against outstanding or subsequent invoices of WOODAPPLY without WOODAPPLY's written consent.

## 12. CHANGES, TERMINATION, OR CANCELLATION.

- (a) After Buyer's acceptance hereof, WOODAPPLY shall have the right to change, terminate, or cancel the Contract because of any circumstances set forth in Section 6(c) hereof or other circumstances which may be deemed by WOODAPPLY to require allocation of production or delivery by WOODAPPLY, including but not limited to the effect of any laws, ordinances, regulations, directives, or administrative or other governmental actions, the compliance with which WOODAPPLY shall deem to require such change or cancellation. No such change or cancellation by WOODAPPLY shall be deemed to be a breach of any provision, term, condition, or covenant of the Contract.
- (b) After Buyer's acceptance hereof, the Contract shall not be changed, terminated, cancelled, or modified by Buyer nor shall Buyer hold up releases of goods manufactured or processed except with WOODAPPLY's written consent, which consent shall be deemed to be conditioned upon compliance with the terms and conditions hereof and the agreement of Buyer to indemnify WOODAPPLY against all resulting loss.
- (c) Insistence by Buyer upon cancellation or suspension of manufacture, processing, shipment, or delivery or failure to furnish data or specifications when requested or required, may be treated by WOODAPPLY as a breach of contract.

(d) No order submitted to WoodApply may be cancelled by Buyer without the prior written consent of WoodApply, which consent will at all times be conditioned on Buyer's agreement to pay WoodApply's cancellation charge. For finished product, which in WoodApply's judgment is readily resalable to others, the cancellation charge shall be 15% of the invoice price of the product. For all other cancellations, the cancellation charge shall amount to all costs and expenses incurred by WoodApply and arising out of or in connection with Buyer's order, net of recoverability, but in no event less than 10% of the invoice price of the product or more than the invoice price.

## 13. BUYER'S RESPONSIBILITY, ANTICIPATORY BREACH, AND DEFAULT IN PAYMENT.

- (a) If WOODAPPLY has any doubt as to Buyer's responsibility, WOODAPPLY may decline to make any further shipment or delivery hereunder, except upon receipt of satisfactory security including but not limited to full or partial prepayment.
- (b) In the event of anticipatory breach by Buyer or if the financial condition of Buyer at any time does not, in the reasonable judgment of WOODAPPLY, justify continuance of the work to be performed by WOODAPPLY hereunder on the terms of payment originally specified, WOODAPPLY may require full or partial payment in advance and, in the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, WOODAPPLY shall be entitled to cancel any agreement and work then outstanding and Buyer shall reimburse WOODAPPLY for any losses, expenses, and charges incurred as a result thereof.
- (c) If Buyer shall fail to make payments on this or any other agreement between Buyer and WOODAPPLY in accordance with the terms hereof or thereof, WOODAPPLY may defer further shipments until such payments are made or, at its option, cancel the Contract with respect to any balance. If pursuant to this provision, WOODAPPLY shall defer any shipments or cancel in whole or in part the Contract, Buyer shall be liable for and reimburse WOODAPPLY for all losses, expenses, and damages, including any and all direct and consequential damages, incurred by WOODAPPLY as a result of such deferral or cancellation.
- 14. Patents and Intellectual Property. Buyer acknowledges WoodApply's ownership of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the Goods (collectively "WoodApply Intellectual Property") and acknowledges that Buyer shall have no right, title or interest whatsoever in any WoodApply Intellectual Property. Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that any goods manufactured and supplied by Seller to Buyer constitute direct infringement of any duly issued United States patent and Seller shall pay all damages and costs finally awarded therein against Buyer, provided that the Seller is promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance (at Seller's expense) necessary to defend or settle said suit or proceeding. Seller shall not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with Buyer's specification (s), or from a combination with, an addition to, or a modification of the goods after delivery by Seller, or from use of the goods, or any part thereof, in the practice of a process. Seller's obligations hereunder shall not apply to any infringement occurring after Buyer has received notice of such suit or proceeding alleging the infringement unless Seller has given written permission for such continuing infringement. If any goods manufactured and supplied by Seller to Buyer shall be held to infringe any United States patent and Buyer shall be enjoined from using the same, Seller will exert its reasonable efforts, at its option and at its expense, (i) to procure for Buyer the right to use such goods free of any liability for patent infringement or (ii) to replace such goods with a noninfringing substitute otherwise complying substantially with all requirements of this contract or (iii) refund the purchase price and the transportation costs of such goods If the infringement by Buyer is alleged prior to completion of delivery of the goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling said goods to Buyer, Seller agrees to supply said goods to Buyer, at Buyer's option, whereupon the patent indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to Buyer. If any suit or proceeding is brought against Seller based on a claim that the goods manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The sale of the items ordered hereunder does not grant or convey or confer upon Buyer upon Buyer or Buyer's customers, or upon anyone claiming under Buyer, a license express or implied under any patent rights of Seller covering or relating to any combination, machine or process in which said item might be or are USED. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAAGES.
- **15. NO WAIVER.** Failure by WOODAPPLY to enforce any of the terms, conditions, and limitations of this Order Acknowledgment or the Contract shall not constitute a waiver thereof or a waiver of any other terms, conditions, or limitations herein or, and the failure of WOODAPLY to exercise any rights arising from default of Buyer or otherwise shall not constitute a waiver of such right or any other right. The terms, conditions, and may be enforced and rights of WOODAPPLY enforced at any time in whole or in part.
- **16. BINDING AGREEMENT.** This Order Acknowledgment will be deemed to have been accepted by Buyer (a) unless WOODAPPLY is otherwise notified in writing within 10 days or (b) when Buyer accepts any of the goods covered by this Order Acknowledgment. Any goods delivered shall be

subject only to the terms, January 1, 2018 WoodApply® – Spring Lake, MI 4 conditions, and limitations contained herein. Upon acceptance of goods by Buyer, Buyer consents to and accepts all of the terms, conditions, and limitations contained herein.

- **17. NO ASSIGNMENT.** Buyer may not, by operation of law or otherwise, assign its rights or delegate its obligations hereunder to any third party without the prior written consent of WOODAPPLY, and any such purported or attempted assignment or delegation shall be null and void.
- **18. APPLICABLE LAW AND JURISDICTION; SAVINGS CLAUSE.** The local law of the State of Michigan, excluding the United Nations Convention on Contracts for the International Sales of Goods, shall apply in interpreting these terms, conditions, and limitations, and shall apply to all questions arising in connection with this Order Acknowledgment, the acceptance hereof, the sale of goods covered hereby, the Contract, and any claims related to the foregoing. Any proceeding arising out of this Order Acknowledgment, the acceptance hereof, the sale of goods covered hereby, the Contract, or any claims relating to the foregoing may be brought by Buyer only in the Court of Ottawa County, Michigan, or the United States District Court for the Western District of Michigan. If any clause or provision of these terms and conditions is held in violation of applicable law, this Order Acknowledgment shall be interpreted as if such provisions are in full force and in effect to the extent legally permitted or, if such clause or provision is prohibited in its entirety, it shall be null and void, and the Order Acknowledgment as so modified shall remain in full force and effect.
- **19. WoodApply's Rights.** WoodApply has all rights and remedies given to sellers by applicable law, and WoodApply's rights and remedies are cumulative and may be exercised from time to time by it. No waiver by WoodApply of any breach of these Standard Terms and Conditions of Sale by Buyer shall be effective unless in writing nor operate as a waiver of any other breach. WoodApply shall not lose any right because it has not exercised that right in the past.
- **20. ADDITIONAL CLAUSES.** To the extent that this Order Acknowledgment or the Contract is required to do so, they hereby incorporate by reference the applicable rules, regulations, and orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, and the following affirmative action clauses and related regulations of the Secretary of Labor: Affirmative Action for Handicapped Workers, 41 CFR 60-741.4, and Affirmative Action for Disabled Workers and Veterans of the Vietnam Era, 41 CFR 60-250.4 Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce in a request by a government agency or official thereof are contingent upon the continuation in effect of such law, regulation, or request and may be cancelled by WOODAPPLY upon the expiration or withdrawal of such law, regulation, or request, provided, however, that WOODAPPLY at its option may complete such orders. All WoodApply's remedies under the standard Terms and Conditions are cumulative.