



PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability.

- (a) These terms and conditions apply to the purchase of the goods specified on the face of the purchase order (the "**Goods**") which they accompany, and are an integral part of the offer by the party referenced as the purchasing party in such purchase order (herein referenced as "**Bray**" or "**Buyer**") from the party to whom the purchase order is addressed (herein referenced as the "**Supplier**") in accordance with and subject to such purchase order and these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Order.
- (b) These Terms apply to any repaired or replacement Goods provided by Supplier hereunder.
- (c) Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. **Acceptance.** This Order is not binding on Buyer until Supplier accepts the Order in writing. If Supplier does not accept the order in writing within 30 days of Supplier's receipt of the Order, this Order will lapse. Buyer may withdraw the Order any time before it is accepted by Supplier.

3. **DELIVERY DATE.** Supplier shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. In the event of delay, or anticipated delay, from any cause, Supplier will immediately notify Buyer. If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

4. **QUANTITY.** Buyer reserves the right to reject a delivery of Goods if the quantity of Goods delivered is less than the quantity ordered or if the quantity of Goods delivered exceeds the ordered quantity by 5%. Any such rejected Goods shall be returned to Supplier at Supplier's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. **DELIVERY LOCATION.** All Goods shall be delivered to the address specified in this Order (the "**Delivery Location**") during Bray's normal business hours or as otherwise instructed by Bray.

6. **SHIPPING TERMS.** Delivery shall be made Delivered Duty Paid (DDP) to the Delivery Location (Incoterms 2010). Supplier shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Supplier shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents requested by Buyer. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order.

AT BUYER'S DISCRETION, and if and only if expressly agreed to by Buyer in writing and signed by an authorized representative of Buyer, delivery may be made EXW to the applicable Bray Manufacturing Plant (Incoterms 2010). If Buyer agrees to EXW as set forth herein, then, notwithstanding any other terms and conditions herein, the Parties agree: (a) title to and risk of loss of the Goods shall pass from Seller to Buyer when the Goods are delivered to and accepted by Buyer and (b) the Price (as defined in Section 11) shall not include transportation costs (to the Delivery Location), insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes; provided however, the Price shall include all such costs related to transporting the Goods to the applicable Bray Manufacturing Plant.

7. **TITLE AND RISK OF LOSS.** Title passes to Buyer upon delivery of the Goods to the Delivery Location. Supplier bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

8. **PACKAGING.** All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

9. **AMENDMENT AND MODIFICATION.** No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Buyer.

10. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the 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 defective 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 and terminate this Order for cause. Any inspection or other action by Buyer shall not reduce or affect Supplier's obligations under the Order, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

11. **PRICE.** The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Supplier is responsible for the collection and reporting of all applicable transaction taxes such as sales, use, withholding, value added, or similar taxes. No Price increase is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent.



12. PAYMENT TERMS. Supplier shall issue an invoice to Buyer on or after the completion of delivery. Buyer shall pay all properly invoiced amounts due to Supplier within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall promptly provide a reasonably detailed description of each disputed item. The parties shall seek to resolve all disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any dispute.

13. SET-OFF. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

14. WARRANTIES. Supplier warrants to Buyer that for a period of eighteen (18) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to the applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. In addition, in the event Supplier is not the manufacturer of the Goods, Supplier will provide assignable warranties for the Goods from its vendors so that such warranties may be passed-through or assigned to Bray and by Bray and such warranties shall survive any delivery, inspection, acceptance or payment for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Buyer gives Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, within 30 days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Buyer.

15. INDEMNIFICATION. Supplier shall defend, indemnify and hold harmless Buyer and Buyer's parent company, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") from and against any and all claims and damages (including but not limited to all costs, expenses, fees, fines, debts, liabilities, penalties, charges, and removal and remediation costs) of any nature (including but not limited to special, punitive, incidental and consequential damages) incurred by, asserted against or awarded against Indemnitees (collectively, "Losses") based upon, attributable to, arising out of or occurring in connection with the Goods, breach of contract or warranty, violation of laws, fault, strict liability or negligent acts or omissions of Supplier, Supplier's vendors' or manufacturers'.

16. INTELLECTUAL PROPERTY INDEMNIFICATION. Supplier shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Supplier shall provide (without any further cost to Buyer) all licenses related to intellectual property rights and pay all royalties necessary for Buyer's purchase, resale and/or use of the Goods.

17. SECURED PERFORMANCE. If Supplier requires payment for the Order in advance of delivery of the Goods, then Supplier shall provide a performance bond (or other form of security acceptable to Buyer) to Buyer wherein a surety is obligated to perform the obligations of the Supplier in the event of Supplier's failure to do so and furnish a copy of the performance bond (or such other form of security) to Buyer. In such circumstances, Buyer's receipt of a copy of the performance bond (or such other form of security) shall be a condition precedent to Buyer's obligation to pay Supplier.

18. LIQUIDATED DAMAGES. Time is of the essence in the performance of this Order. If Goods are not delivered in accordance with the Order schedule, then Supplier will be subject to and responsible for payment to Buyer of an amount of liquidated damages for such delivery. The amount of liquidated damages Supplier shall pay shall equal two-point-five percent (2.5%) of the Price per each week (or fraction thereof) of the delayed Order up to a maximum of twenty-five percent (25%) of the total Order price.

19. COMPLIANCE WITH LAW. Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances. In furtherance of the foregoing (and not in limitation), Supplier shall comply with Section 1502 of the Dodd-Frank Act and all other laws, regulations and/or ordinances related to conflict minerals, and shall promptly provide appropriate disclosures (including as requested by Buyer) in respect of such law. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved in the sale and transportation of Goods under this Order. Supplier assumes all responsibility for shipments requiring any government import clearance. Supplier shall also comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by the Department of Labor's regulations (29 CFR part 3), and Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 and 2). Furthermore, to the extent where applicable, Supplier agrees to comply with the following:

Federal Labor Standard Act. Supplier certifies all Goods and/or services delivered under this Order were produced, and all work performed hereunder has been in compliance with the Federal Labor Standard Act of 1938 as amended, with the provisions of Title 29 United States Code Section 791 (Employment of handicapped Individuals) and all regulations or orders promulgated hereunder, and all other federal, state, or municipal laws, regulations or ordinances which apply to the Goods and/or services provided hereunder.

Equal Employment Opportunity. Where applicable, the provisions of subsections (1) through (7) of section 202 Executive Order 11246 of September 24, 1995, as amended, are incorporated herein by reference. For Orders of \$50,000 or more, said subsections (1) through (7) are also set forth in the exhibit attached entitled Equal Employment Opportunity and made part of this Order.

EEO-1. Unless exempt by federal law, regulation, or order, Supplier agrees to file with the Office of Federal Contract Compliance or Agency, designated by it a complete and accurate report on Standard Form 100 (EEO-1) within thirty (30) days after signing this Order and continue annually, on or before March 31st.

Vietnam Era Veterans' Readjustment Assistance Act. Unless exempt by federal law, regulation, or order, Supplier agrees to comply with

CFR 60-300.5(a), hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.



Affirmative Action Compliance. To develop and maintain a written affirmative action compliance program for each of Seller's establishments in accordance with regulations of the Secretary of Labor promulgated under Executive Order 11246 as amended.

Affirmative Action and Equal Opportunity for Workers with Disabilities. During performance of this Agreement, Supplier shall remain in compliance with all applicable federal and state affirmative action and equal opportunity law, including but not limited to affirmative action and equal opportunity for Workers with Disabilities in accordance with 48 CFR 52.222-36, and 41 CFR 60-741.5. Moreover, Supplier shall require an equivalent compliance in all of its agreements with Sub-Suppliers.

Utilization of Small Business Concerns. To promote and utilize small business concerns as defined in 48 CFR 52.219-8, to the fullest extent consistent with contract performance, maximum practicable opportunity, including but not limited to, subcontracts for subsystems, assemblies, components, and related services. Where applicable, Supplier agrees to adopt and maintain a Small Business Subcontracting Plan in accordance with 48 CFR 52.219-9

20. SUB-PROVIDERS. Supplier unconditionally hereby warrants, represents and covenants to Buyer that all subcontractors, suppliers, laborers and other providers that have supplied labor, materials and/or equipment to Supplier in connection with this Order either have been paid, or will have been timely paid, in full for such labor, materials and/or equipment. Supplier will indemnify, hold harmless, and defend Buyer for any and all claims for payment, including without limitation lien claims, from Supplier's subcontractors, suppliers, laborers, and other providers.

21. TERMINATION. Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of these Terms, in whole or in part. If Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Supplier. If Buyer terminates the Order for any reason other than Supplier's non-performance or noncompliance or Supplier having become insolvent or otherwise commencing arrangements in respect of bankruptcy or insolvency, then Supplier's sole and exclusive remedy shall be: (a) payment of the agreed upon price for all Goods received and accepted before Buyer's termination; and (b) reimbursement for the costs incurred by Supplier as of the time of such termination for goods not received and accepted as of such time and which have been specifically manufactured for Buyer pursuant to the terminated Order (and which are not standard products of Supplier).

22. REMEDIES. Buyer's remedies shall be cumulative and shall include any remedies allowed by law. No waiver of any breach of any term, covenant or condition of this Order by Buyer shall constitute Buyer's waiver of any other or subsequent breach of any term, covenant or condition under this Order. No forbearance or indulgence shall constitute a waiver or change of any term, covenant or condition. Acceptance of any Good(s) or payment for any Good(s) shall not waive any breach.

23. WAIVER. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. CONFIDENTIAL INFORMATION. All Confidential Information of Buyer disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Supplier shall promptly return all Confidential Information received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party. For purposes of this Agreement, "Confidential Information" means all non-public, confidential or proprietary information of Buyer including, but not limited to, business affairs, business plans, trade secrets, intellectual property, specifications, samples, patterns, designs, client information, customer information, supplier information, technical data, developments, properties, systems, procedures, services, processes, methods, drawings, know-how, equipment, development plans, documents, manuals, strategies, training materials, costs, pricing, discounts or rebates, sales quantities or volumes, inventions, discoveries, or any other confidential matters acquired under this Order.

25. ASSIGNMENT. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder.

26. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

27. NO THIRD-PARTY BENEFICIARIES. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.



28. GOVERNING LAW / JURISDICTION / JURY WAIVER. THE ORDER AND THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION. IN THE EVENT TEXAS LAW IS RULED OR DETERMINED NOT TO APPLY TO ANY DISPUTE BETWEEN THE PARTIES, THEN FOR PURPOSES OF THAT DISPUTE THE ORDER THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH BUYER'S PURCHASING OFFICE (AS REFERENCED IN THE ACCOMPANYING PURCHASE ORDER) IS LOCATED, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION.

IF BUYER'S PURCHASING OFFICE (AS REFERENCED IN THE ACCOMPANYING PURCHASE ORDER) IS LOCATED IN ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES OF AMERICA, EACH PARTY: (A) IRREVOCABLY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS LOCATED IN THE HARRIS COUNTY, TEXAS FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THE ORDER OR THE RELATIONS BETWEEN THE PARTIES **AND (B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THIS ORDER OR THE RELATIONS BETWEEN THE PARTIES.**

IF BUYER'S PURCHASING OFFICE (AS REFERENCED IN THE ACCOMPANYING PURCHASE ORDER) IS NOT LOCATED IN ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES OF AMERICA, EACH PARTY AGREES ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE ORDER OR THE RELATIONS BETWEEN THE PARTIES SHALL BE FINALLY SETTLED, SUBJECT TO THE DEFENSES ALLOWED BY APPLICABLE LAW, UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH WITHIN THE LIMITS OF THE CITY OF HOUSTON, TEXAS. THE ARBITRATOR MUST MEET EACH OF THE FOLLOWING QUALIFICATIONS TO BE APPOINTED: (1) BE A GRADUATE OF A LAW SCHOOL LOCATED IN THE UNITED STATES; (2) HAVE MORE THAN TWENTY YEARS OF EXPERIENCE IN LITIGATING AND/OR ARBITRATING COMPLEX COMMERCIAL DISPUTES; (3) BE LICENSED TO PRACTICE LAW IN THE STATE OF TEXAS; AND (4) BE IMPARTIAL. THE ARBITRATOR WILL HAVE THE AUTHORITY TO APPOINT LIABILITY BETWEEN THE PARTIES, BUT WILL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES OR REMEDIES NOT AVAILABLE UNDER, OR IN EXCESS OF, THE EXPRESS TERMS OF THIS AGREEMENT OR THE ORDER. THE ARBITRATION AWARD WILL BE PRESENTED TO THE PARTIES IN WRITING, AND UPON THE REQUEST OF EITHER PARTY, WILL INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE AWARD MAY BE CONFIRMED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. BUYER AND SUPPLIER HEREBY CONSENT AND SUBMIT TO THE AFOREMENTIONED ARBITRATION AND THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN HOUSTON, TEXAS, AS JURISDICTION FOR REVIEW OR CHALLENGE OF THE ARBITRATION RESULTS AND WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO TRANSFER THE VENUE TO ANY OTHER JURISDICTION. THE PARTIES EXPRESSLY RESERVE ALL RIGHTS TO SEEK INJUNCTIVE RELIEF IN A COURT LOCATED IN HOUSTON, TEXAS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ORDER INCLUDES ACTIVITIES IN INTERSTATE COMMERCE (AND, ACCORDINGLY, THE FEDERAL ARBITRATION ACT OF THE UNITED STATES SHALL CONTROL AND APPLY TO ALL ARBITRATIONS CONDUCTED HEREUNDER, NOTWITHSTANDING ANY STATE LAW PROVISIONS TO THE CONTRARY).

29. CUMULATIVE REMEDIES. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party (and confirmation of such receipt in respect of facsimile or email transmissions), and (b) if the party giving the Notice has complied with the requirements of this Section.

31. CLERICAL ERRORS. Buyer reserves the right to correct all stenographic or clerical errors or omissions in any documents whether in the Order or other documents.

32. SEVERABILITY. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Further, all such terms shall be applied to the extent allowed by applicable law.

33. SURVIVAL. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Compliance with Laws, Confidentiality, Governing Law / Jurisdiction and Survival.