

**1. DEFINITIONS**

"Buyer"	Lisega Inc.
"Goods"	The raw materials, equipment, finished goods, parts, components, articles, or other items covered by the Purchase Order, including any Work Product (as defined herein) and other deliverables (if any) delivered in connection with the performance of Services.
"Purchase Order"	The Purchase Order document issued by Buyer to Supplier, also known as the Seller.
"Supplier"	The individual or entity providing the Goods and/or Services covered by the Purchase Order.
"Terms"	These <i>Additional Instructions, Terms &amp; Conditions for Purchase</i> , which may be amended from time to time.

**2. CONTRACT CONTROL**

The provisions herein contained, and each Purchase Order utilized, constitute all of the terms and conditions of this contract. No changes or additions shall be binding upon Buyer, unless pre-approved in writing and, signed by an authorized representative of both Seller and Buyer. Any terms or conditions of Seller inconsistent herewith, or in addition hereto, shall be of no force and effect, and are expressly rejected, and Purchaser's order shall be governed only by the terms and conditions appearing herein.

**3. PAYMENT**

Payment shall be made in accordance with agreed and written terms between Seller and Buyer.

**4. DELIVERY DELAYS**

If Seller cannot deliver on due date; Buyer must be notified in writing in advance of said delay, and agreement must be made with buyer prior to vendor changing due date. In the event of delivery delays, Buyer may terminate this Purchase Order, according to the terms of termination described herein. In the event of an act of God, Buyer has the right to cancel Purchase Order without cause or penalty, unless provision is granted to Seller.

**5. LIMITATION OF LIABILITY**

BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6. CHANGES, ALTERATIONS, ADDITIONS**

Any changes, alterations, or additions to any plans, specifications, construction, or schedule to this contract shall be invalid unless approved in writing by Buyer. Any approved change shall result in a corresponding decrease, or increase to the Buyer, and should be revealed to Buyer at time of approval to change, alteration, or addition.

**7. PRICING**

Buyer agrees to pay Seller an adjusted price to be determined based on changes, alterations, and additions incurred per item 5, and submit an amended Purchase Order.

8. **LEGAL NOTICE**

For the purpose of any notice requirement to be given, such notice shall be deemed given upon receipt and acceptance by Buyer.

9. **TERMINATION**

Buyer reserves the right to cancel with no further obligations to seller, all or any part of the undelivered portion of the Purchase Order if Supplier does not provide conforming Goods and/or Services as specified, time being of the essence, or if Supplier breaches any of the terms hereof including, and without limitation of Warranties.

Buyer further reserves the right to terminate the Purchase Order in whole or in part for convenience upon written notice to Supplier, in which event Supplier will be entitled only to reasonable termination charges consisting of actual direct costs resulting from termination.

10. **FORCE MAJEURE**

Neither party will be liable for any delay or failure in performing its obligations under the Purchase Order (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Purchase Order for a continuous period of more than thirty (30) days, Buyer may terminate the Purchase Order immediately by giving written notice to Supplier.

11. **NO EXCLUSIVITY OR MINIMUMS**

The Purchase Order is a non-exclusive agreement. Buyer is free to engage others to provide goods or services the same as or similar to the Goods and/or Services (if any) to be provided under the Purchase Order. Buyer is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

12. **WAIVER**

Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **ASSIGNMENT**

Neither the Purchase Order nor any of the rights and obligations of Supplier thereunder may be assigned or transferred by Supplier without the prior written consent of Buyer. The Purchase Order will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

14. **ENFORCEMENT COSTS**

To the extent either party hereto is required to enforce the terms of this Agreement as the result of the other party failing to fulfill its obligations under the terms of this Agreement, the party breaching the terms of this Agreement and against whom enforcement is sought shall pay all expenses and costs incurred by the prevailing party attempting to enforce the terms of this Agreement including but not limited to reasonable attorneys' fees and expenses.