

PURCHASE ORDER GENERAL PROVISIONS

(for Consultants)

ETHICAL STANDARDS OF CONDUCT

By the acceptance of this Purchase Order ("Order"), Consultant hereby represents that it has neither received or given any gifts or gratuities, nor participated in any other unethical conduct in connection with this Order. If, at any time, Buyer determines that Consultant is in violation due to the foregoing representation, Buyer may cancel this Order upon written notice to Consultant and Buyer shall have no further obligation to Seller.

1. **CHANGES:** By written order, Buyer may, from time to time, order work suspension or make changes in services furnished by the Consultant. If any such change causes an increase or decrease in the price of this Order or in the time required for its performance, Consultant shall promptly notify Buyer thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Consultant from proceeding immediately with the Order as changed. Whether made pursuant to this provision or by mutual agreement, **changes shall not be binding upon Buyer except when specifically confirmed in writing by a member of Buyer's Procurement Department. Information, advice, approvals, or instructions by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Consultant's rights and obligations hereunder unless set forth in a writing which is signed by a member of Buyer's Procurement Department and which expressly states that it constitutes an amendment or change to this Order.**

2. **ASSIGNMENTS AND SUBCONTRACTING**

(a) Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Consultant nor may all or substantially all of this Order be further subcontracted by Consultant without the prior written consent of Buyer. No consent shall not be deemed to relieve Consultant of its obligations to comply fully with the requirements hereof.

(b) Notwithstanding the above, Consultant may, without Buyer's consent, assign monies due or to become due hereunder provided Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to this Order, without notice to or consent of the assignee. Buyer shall be given notice of any assignment and all invoices shall refer to the assignment.

3. **LIMITATION OF LIABILITY:** Buyer and Consultant agree that Buyer's liability under this Order for all causes, without exception, shall not exceed the total dollar value listed on the face page of this Order.

4. **ADDITIONAL PURCHASE ORDER AMENDMENTS:** Consultant, upon the request of Buyer, shall negotiate amendments to this Order to incorporate additional provisions herein or to change provisions hereof as Buyer may reasonably deem necessary in order to comply with the provisions of the contract between Buyer and its customer or with the provisions of amendments to such contract. If such amendments to this Order cause an increase or decrease in the cost of, or the time required for, performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both pursuant to the Changes provision set forth hereinabove in article 2.

5. **DISPUTES**

(a) Buyer and Consultant agree to make a good faith attempt to settle any dispute arising under or related to this Order without resort to legal action. If such good faith efforts fail, the Buyer, at its option, may submit the dispute to mediation and/or binding arbitration in the State of California. The selection of an independent and neutral mediator shall be at the mutual agreement of the parties. Buyer reserves the right to abandon arbitration and pursue all available legal and equitable remedies in the event Consultant does not comply with a demand for arbitration within sixty (60) days of notice. The cost of mediation and arbitration, including the fees of the mediator(s) or arbitrator(s), shall be divided equally by the parties unless the award provides otherwise. Each party shall bear its own cost of preparing and presenting its case.

(b) Pending resolution of any dispute arising hereunder, Consultant shall proceed diligently with the performance of this Order in accordance with Buyer's direction concerning the subject matter of such dispute. Irrespective of the place of performance, this Order will be construed and interpreted according to the laws of the State of California, without resort to said state's Conflicts of Law rules.

6. **GENERAL:** This Order and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Consultant and supersedes all prior

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representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provision of this Order shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instance, upon the performance of any term of this Order, shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Consultant's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder. Consultant shall perform work and make deliveries hereunder no earlier than and only to the minimum extent consistent with delivery schedules and other requirements.

7. PRECEDENCE: Conflicting provisions, if any, shall prevail in the following descending order of precedence: (1) typed provisions set forth in the Purchase Order; (2) Buyer's Purchase Order Attachments; (3) the preprinted portion of this Order; (4) statement of work; and (5) specifications attached or incorporated by reference. Buyer's specifications shall prevail over those of the Consultant.

[End of Attachment GL-06c]