the Terms of Sale by Seller shall be effective only if it is made in a writing signed by a designated officer or director of Seller, and Buyer's attempts to alter such Terms of Sale with printed purchase orders, acknowledgments or similar documents shall not be effective unless the same shall be assigned to or constitute property of the Buyer (whether as work product, "work-made-for-here," or otherwise).

10. Confidentiality. Buyer agrees to maintain in strict confidence and will not, directly or indirectly (including through its principals, employees, agents or affiliates), divulge, transmit, publish, release, or otherwise use or cause to be used or disclosed any confidential or proprietary information relating to the Seller's products, services, pricing, technology, business relationship, or any other aspect of the transactions contemplated by this Agreement. Buyer shall not, without Seller's prior written consent, use or disclose the Seller's confidential or proprietary information, including, but not limited to, any details of the transaction(s) contemplated by this Agreement, which costs and expenses may be in place between the terms and conditions contained therein. Buyer also agrees not to use or cause to be used or disclosed any confidential or proprietary information relating to the Seller's confidential or proprietary information, including, but not limited to, any details of the transaction(s) contemplated by this Agreement, which costs and expenses may be incurred by Seller to meet Buyer's request for rescheduling/cancellation of the Products. In the event that Buyer expressly accepts and assents to these Terms of Sale, Buyer's order shall not be binding upon Seller, unless and until Buyer's written authorization is given in writing by Seller. Buyer shall also have the right to terminate this Agreement at any time, in writing. Seller's commencement or performance or Seller's acknowledgment of a Purchase Order shall be for Buyer's convenience only and shall not be construed as Seller's acceptance of any of different or additional terms contained in a Purchase Order. In addition, Buyer's acceptance of any Products shall be deemed to be an acceptance of all of the Terms of Sale. Buyer hereby objects to any additional, contradictory or different terms contained in any initial or subsequent Purchase Order from Buyer pertaining to the Products, including, but not limited to, any indemnification, remedy or warranty provisions. Seller's failure to object specifically to provisions contained in any Purchase Order shall not be deemed a waiver of the provisions contained therein. Without limiting the generality of the foregoing, Seller's rights and obligations hereunder will not be qualified or affected by, or be subject to any vendor credentialing, code of conduct, or similar requirements imposed by Buyer upon any of its vendors or suppliers.

2. Payment. For payment of each shipment and invoice thereof shall be a separate payment. Seller is due and payable no later than thirty (30) days from date of invoice (the "Due Date"). All payments shall be made in U.S. dollars. Buyer's outstanding unpaid balances shall be subject to a finance charge, until such balances are paid in full, of the lesser of 1% per month or the maximum rate permitted by law. Buyer shall also pay Seller's cost of collection (including reasonable attorneys' fees and court costs) and any costs, expenses and other charges for any legal suit, action or other proceeding taken to collect payment hereunder or in connection with the enforcement of any of Buyer's obligations hereunder. Any notice to Buyer (a) require full or partial payment in advance of delivery or (b) reduce the credit terms. Any amount not paid in full or in accordance with the Terms of Sale or in accordance with any purchase order or written or oral agreement with Buyer shall be deemed a Material Default by Buyer.