4. INSPECTION & ACCEPTANCE. To this Agreement, and that any such taxes are included in the price set forth in the Purchase Order. Seller will reimburse TMS if it pays any such taxes, tariffs or other charges directly to the relevant authorities, including any authorized in writing by TMS. If requested by TMS, Seller shall execute and deliver to TMS a waiver/release of lien as a condition precedent to payment. Each of the foregoing representations and warranties shall expire twelve (12) months from the later date sold hereunder are put into service or on the date such services provided hereunder are completed. In the event of a breach of any of the foregoing representations, warranties, or agreements, Seller shall promptly, safely and expeditiously correct such breach by, at the option of TMS, removal, replacement and reinstallation or repair, modification or adjustment of the nonconforming goods or services. Acceptance by TMS of goods or services shall not relieve Seller of any of its warranty obligations hereunder.

5. INSURANCE. For the duration of this Agreement, Seller shall maintain, at its own expense, and shall subcontractors of Seller, if any, to maintain insurance coverage meeting or exceeding the requirements set forth below, unless TMS provides other insurance requirements to Seller in connection herewith, in which case such other requirements shall govern.

6. COMPLIANCE WITH LAWS. Seller agrees that it shall, and shall cause all Seller Parties to, at all times comply with all federal, state and local laws, ordinances, regulations, orders, and building codes that are applicable to the operation of the Seller’s business, as well as all federal, state, and local regulations and rules which are applicable to the performance of services hereunder. In the event of any violation of any of the foregoing, or if (c) Seller has failed to substantially or timely perform any of its obligations hereunder (including payment of any sums to TMS or its affiliates, then TMS may immediately cancel this Agreement without liability to Seller. In the case of any default by Seller, TMS may obtain goods and services from other sources and hold Seller responsible for any damages occasioned thereby. TMS may also deduct from the amount due Seller the cost of replacement goods and services. The rights and remedies under this Agreement are cumulative and in addition to, not in substitution for, any other rights and remedies available at law, in equity or otherwise.

7. INDEMNITY. Seller agrees to protect, defend, indemnify and save TMS, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, contractors and agents (the “Indemnified Parties”), harmless from and against any and all actions, losses, liabilities, damages, claims, costs (including attorney’s fees), charges, expenses, penalties, fines, or demands of any nature that arise out of, relate to or in connection with: (a) any breach of the terms of this Agreement by Seller; (b) any personal injury (including death) or property damage (including contamination) arising from Seller’s performance under this Agreement; (c) any claim by an employee or agent of Seller or any Seller Party hereto (including the employees, agents and representatives of any Seller Parties, except to the extent that such damages or liabilities are caused by the sole negligence of any of the Independent Parties); and (d) any claim that the goods sold by Seller hereunder, or the sale thereof, infringe any patent, trademark or copyright, in each case, whether or not due to the negligence of any of the Independent Parties, except to the extent that such damages or liabilities are caused by the sole negligence of any of the Independent Parties.

8. NOTICES. All notices, consents, claims, waivers and demands under this Agreement (each, a “Notice”) shall be in writing, addressed to the applicable party’s address set forth on the Purchase Order, and delivered in person or by courier, or sent by internationally recognized overnight express service or certified and registered mail receipt requested. Any such Notice shall become effective upon delivery if delivered in person or by courier, on the date of the delivery receipt or if sent by internationally recognized overnight express service or the date of delivery set forth in the receipt return if sent by certificated or registered mail, receipt requested.

9. NON-NON-NON-NON-NON-NON-NAomination, TMS may obtain goods and services from other sources and hold Seller responsible for any damages occasioned thereby. TMS may also deduct from the amount due Seller the cost of replacement goods and services. The rights and remedies under this Agreement are cumulative and in addition to, not in substitution for, any other rights and remedies available at law, in equity or otherwise.

10. SEVERABILITY. ASSIGNMENT / SUBCONTRACTING. CONFlict. If any term or provision of this Agreement is declared invalid, illegal or unenforceable in any jurisdiction, (a) the affected provision will be modified to conform to all applicable laws of that jurisdiction and applied as so modified; and (b) this Agreement will not terminate or be otherwise rendered unenforceable. The intentional or negligent acts or omissions of Seller or any Seller Party shall not excuse TMS’ performance under this Agreement. TMS reserves the option to assign or subcontract this Agreement at any time and for any reason, and in its sole discretion.

11. LAW & DISPUTE RESOLUTION. This Agreement and all related documents (including any quotation or any other document submitted in connection therewith), and all matters arising out of or related to this Agreement or any such documents, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (including without limitation the Uniform Commercial Code of the Commonwealth of Pennsylvania) without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to this Agreement, or in connection herewith, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Philadelphia, PA. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of such party’s costs and fees (including attorney’s fees).