

This Purchase Order Addendum-1 (hereinafter "Addendum-1") applies to the Roush Purchase Order issued to Seller.

A1. DEFINITIONS:

a. "RPOT&C" shall mean the boilerplate Roush Purchase Order General Terms and Conditions having a revision date of "RevForm 10/21/09"

b. "Work" shall have same meaning as the term "Product(s)" as defined in Section 1, Definitions, of the RPOT&C.

c. "Order" shall have the same meaning as defined in Section 1, Definitions, of the RPOT&C.

Unless otherwise stated herein, all other defined terms in the RPOT&C and used in this **Addendum-1** shall continue to have their same meaning in this **Addendum-1**.

A2. OWNERSHIP OF WORK PRODUCT:

a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Seller hereunder ("Work Product") shall be and remain the sole and exclusive property of Buyer (or its assignee) when produced, whether or not fixed in a tangible medium of expression, except that Seller may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Buyer and shall keep same confidential in accordance with the requirements of Paragraph A3, Confidentiality, of this **Addendum-1**. In the event of early termination of the Order, in whole or in part, Seller shall deliver to Buyer all Work Product whether complete or not.

b. Without limiting the foregoing, Seller agrees that any and all Work Product shall be deemed to be "works made for hire" for Buyer as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Seller hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Buyer and its successors and assigns. Seller grants to Buyer all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Seller acknowledges that Buyer is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Seller under the Order. Seller agrees to execute any and all documents and do such other acts, without any additional compensation, as requested by Buyer to further evidence any of the transfers, assignments and exploitation rights provided for herein.

A3. CONFIDENTIALITY: Seller may, during the course of performance hereof or in relation to the Order, have access to and acquire knowledge regarding designs, drawings, artwork, materials, data, systems and other information of or with respect to Buyer, or Buyer's customer or any subsidiaries or affiliated companies of either Buyer or Buyer's customer, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Seller from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Seller, to any other person, firm or corporation, or used in any advertising or promotion regarding Seller or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Buyer, which permission Buyer may withhold at its sole discretion. Seller specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Seller in any document provided to Seller by Buyer including, but not limited to, a request for proposal, request for estimate, request for quotation and invitation to bid. Notwithstanding the foregoing, the obligations of confidentiality hereunder shall not affect Seller's right to use or disclose Confidential Information that (a) is at the time of disclosure is published or is otherwise in the public domain; (b) enters the public domain through no wrongful act of Seller; (c) was known to Seller before disclosure by Buyer hereunder; (d) is disclosed to Seller by a third party that had no restriction regarding confidentiality disclosure and use; (e) is independently developed by Seller without the use of Confidential Information; or (f) is required to be disclosed pursuant to governmental or judicial process or the rules of any national securities exchange, provided that the notice of such process is promptly given to Buyer so it may have a reasonable opportunity to intercede in such process to contest such disclosure before disclosure occurs.

A4. PROMOTION: Seller shall acquire no right under the Order to use, and shall not use, the name of Buyer ("Roush") or Buyer's customer, ("Disney") or any variation thereof, (either alone or in conjunction with or as part of any other word or name) or any fanciful marks or copyrighted characters or designs of Roush Enterprises, Inc. or The Walt Disney Company or any of their related, affiliated or subsidiary companies: (i) in any of Seller's advertising, publicity, or promotion (including but not limited to the Internet); nor (ii) in any of Seller's in-house publications; nor (iii) to express or imply any endorsement by Buyer or Buyer's customer of Seller's goods or services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

A5. SUSPENSION/TERMINATION FOR CONVENIENCE:

a. Buyer shall have the right to suspend all or any separable part of the Order by written notice. Seller shall, immediately upon receipt of the same or as otherwise set forth therein, suspend performance of its Work in the manner, to the extent and for the duration directed by Buyer therein. Seller shall take reasonable steps to preserve any Work in progress at the time of said suspension. Upon issuance to Seller of written notice directing that the suspension has been canceled, Seller shall resume performance and shall be entitled to an equitable adjustment to the applicable delivery date(s) for the performance of Work as well as any reasonable, documented and verifiable costs incurred during any suspension period. In no event shall any suspension exceed one (1) year in duration.

b. Buyer shall have the right to cancel all or any separable part of the Order by written notice. At the time of such cancellation, Seller shall discontinue all Work pertaining thereto, place no additional orders, and immediately cancel any existing orders on the best possible terms. Pending Buyer's instructions, Seller shall preserve and protect materials on hand, Work completed and in progress, both in its own and in its Sub-supplier's facilities. Buyer shall have the immediate right to possession and removal of the Work, whether complete or not, upon Buyer's payment of Seller's invoices. For any Work completed as of the date of termination, Buyer shall pay Seller the corresponding price(s) for the Work. For any Work not completed as of the date of cancellation, a cancellation payment, if any, shall be mutually agreed to by Buyer and Seller, based on the physical percentage of completion of same as compared to the corresponding price(s) for the Work as completed, plus any verifiable and documented non-cancelable commitments made by Seller through the date of cancellation, provided that Seller shall exercise best efforts to mitigate same. The remedies set forth herein are Seller's exclusive remedies in the event of such cancellation by Buyer. Under no circumstances shall Buyer be liable to Seller for any lost profits, lost revenue, or any other losses or costs of any kind whatsoever including, but not limited to, restocking charges, associated with any Work canceled hereunder.

A6. TERMINATION UPON DEFAULT: If Seller breaches any terms or conditions of the Order or becomes insolvent, enters receivership proceedings, makes an assignment for the benefit of creditors, or does any other similar act (except to the extent protection is sought under Chapter 11 of the federal bankruptcy laws), Buyer shall have the right, in addition to any other rights or remedies it may have under

the Order or applicable law, to terminate the Order for default by giving Seller three (3) days prior written notice. If termination and re-contracting with another supplier results in the receipt by Buyer of the Work at a cost greater than that which Buyer would have paid to Seller hereunder for same, or the receipt of same beyond the time specified herein, then Seller shall be liable to Buyer for damages caused by such additional cost and/or delay. The rights and remedies of Buyer provided herein are in addition to any other rights or remedies provided in law, equity, or under the Order.

A7. DEVIATIONS, SUBSTITUTIONS AND EXCESS MATERIAL:

a. Seller shall not substitute materials or items for any that are specified in the Order or otherwise deviate from the requirements of the Order without Buyer's prior written consent. Approval, review, or consent by Buyer to drawings, samples, or other representations containing deviations or substitutions shall not constitute Buyer's acceptance of same as more fully set forth in Paragraph A15 of this **Addendum-1** (Work Submittal and Responsibility), unless Seller has identified said deviations or substitutions by separate written instrument to Buyer. If the words "or equal" are used in the Order, proposed equals must be consented to in writing by Buyer. Seller shall submit to Buyer satisfactory evidence that proposed equals or substitutes fulfill the requirements specified. Buyer's consent to any substitution is based on Seller's expertise and representations concerning the suitability of the substituted material or items. Buyer's consent shall not relieve Seller of any responsibility if the substituted material or items prove not to be equal to that specified herein.

b. Seller agrees that any material or items supplied damaged, in error or in excess of the quantities ordered herein may be returned to Seller. Seller shall pay all shipping and return freight costs, and shall issue credit to offset any billings to Buyer for same.

A8. WARRANTY:

a. Seller understands that all Work performed under the Order is for the benefit of Buyer and Buyer's customer. Given the foregoing and whether or not Seller is a merchant of the type of goods and/or services provided by it hereunder, Seller warrants and represents to Buyer that all Work, whether provided by Seller or a Sub-supplier, shall be free from defects in materials and workmanship and shall be of merchantable quality and fit for its particular purpose. If at any time before the expiration of twelve (12) months from the official opening of Buyer's customer's attraction, which, for the avoidance of doubt, is defined as the day on which the first paying guest is in attendance ("Warranty Period"), Buyer or Buyer's customer discovers any defects, errors, omissions, or performance deficiencies, then Seller shall upon receipt of notice from Buyer promptly, at the option of Buyer, repair or replace the Work in question and promptly reimburse Buyer all costs and expenses it incurs as a result of Seller's breach of warranty hereunder. For the avoidance of doubt, any Work repaired or replaced by Seller during the Warranty Period shall solely assume the remaining Warranty Period for the Work. If Seller fails after reasonable notice to proceed promptly with the repair or replacement of the defective Work, Buyer may repair or replace same and charge all related costs including access costs to Seller without voiding Seller's warranties and representations contained in the Order. The rights and remedies of Buyer provided herein are in addition to any other rights or remedies provided in law, equity, or under the Order.

b. If Buyer reasonably determines that it is necessary or desirable for Seller to conduct or assist Buyer in the conducting of diagnostic services at the Project Site regarding any defective or allegedly defective Work, Seller shall give priority to Buyer's request and proceed diligently with the rendering of such services. The parties shall bear the cost of Seller's diagnostic services and all direct and indirect costs incidental thereto (such as, but not limited to, travel, hotel, subsistence, labor, materials, and special handling equipment) proportionally to their responsibility under this Paragraph A8 and in accordance with Seller's standard and reasonable labor rates and reimbursable expenses; except, however, to the extent Seller diagnostic services determines that the Work is not defective in which case Buyer shall pay all Seller's costs for such diagnostic services and Seller's other reasonable costs including, but not limited to, travel, hotel, subsistence, labor, materials, and special handling equipment). For the avoidance of doubt and notwithstanding anything to the contrary set forth elsewhere in this Paragraph A8, the sharing of said costs shall be without regard to whether the defective or allegedly defective Work is classified as a Full Service Warranty Item or not.

A9. REPRESENTATIONS AND WARRANTIES: Seller hereby represents and warrants to Buyer that the Work and associated services, whether performed by Seller or a Sub-supplier, shall: (i) be new and of first quality, unless otherwise expressly set forth in the Scope of Work; and (ii) strictly conform to the specifications, drawings, samples or other description set forth in the Order; and (iii) be performed in a skilled manner by competent and qualified personnel in compliance with any and all applicable codes, laws and regulations, and that Seller has sufficient prior experience with same so as to strictly comply with the requirements hereof; and (iv) be free from defects in design; and (v) be fit for the particular purpose of Buyer and Buyer's customer; and (vi) be free from any liens and encumbrances with good and marketable title conveyed to Buyer; and (vii) comply with any and all applicable state, federal and local laws and codes, including but not limited to the Occupational Safety and Health Act of 1970, and the regulations implementing same, as said Act may be amended from time to time.

A10. INTELLECTUAL PROPERTY WARRANTY: Seller hereby warrants to Buyer that neither the design, manufacture or function, nor the sale, use, or provision to Buyer of the Work in whole or in part shall to the best of Seller's knowledge in any way (i) infringe on any valid existing intellectual property rights of others, including, but not limited to, patent, trademark and copyright; or (ii) result in the misappropriation of trade secrets or other confidential information of third parties. In the event of a breach or alleged breach of this warranty, Seller shall, with Buyer's consent which shall not be unreasonably withheld: (a) make or cause to be made, at no cost to Buyer, any and all necessary redesign, re-engineering, re-manufacturing, or other necessary modifications to the Work to ensure strict compliance with the provisions hereof; or (b) provide to Buyer, at no cost to Buyer, a non-infringing replacement for same (or separable portion thereof), which replacement shall have at least the same level of performance, quality, reliability, and compliance with the specifications or other description pertaining to the Work; or (c) secure a license for and acceptable to Buyer in connection with the Work or any portion thereof which is or is claimed to be proprietary to any third party, from such third party to ensure Buyer's uninterrupted use thereof, the costs of which shall be borne exclusively by Seller; or (d) take any and all other action as the parties mutually deem acceptable. The rights and remedies of Buyer provided herein are in lieu of any other rights or remedies provided in law, equity, or under the Order.

A11. INSURANCE AND INDEMNIFICATION:

Section 15, **Services Performed on Buyer's Property**, of the RPOT&C is deleted in its entirety and replaced with the following:

a. Seller's Insurance

i) Seller shall, throughout the term of the Order and for a period of two (2) years after the completion and delivery of all Work, maintain:

(a) Commercial General Liability Insurance to include contractual and products/completed operations, cross-liability and Automobile Liability coverage written on an occurrence form basis, each with minimum limits of \$2,000,000 per occurrence, protecting Seller and Buyer from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the Work procured hereunder or from or out of any negligent act, error or omission of Seller, its officers, directors, agents and employees; and

(b) For Work not performed on Buyer's customer's project site ("Project Site"), Seller shall maintain Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.

ii) All insurance required by this Paragraph 11 shall be with companies and on forms acceptable to Buyer and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Buyer. All insurance shall be primary and not contributory with regard to any other insurance available to Buyer. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by Buyer) shall be furnished to Buyer. The Commercial General Liability Insurance shall include Buyer, its parent, and all affiliated and related companies as additional insureds. All coverages shall contain a waiver of subrogation. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under the Order. In the event of Seller's breach of this Paragraph, Buyer shall have the right to cancel the undelivered portion of any Work covered by the Order and shall not be required to make further payments except for conforming Work delivered or rendered before cancellation. Buyer's failure to request or obtain certificates of insurance from Seller shall not relieve Seller of its obligations to provide the coverage noted in this Paragraph.

iii) The limits in this subsection (a) can be obtained through a combination of primary and excess insurance.

b. Seller shall protect, defend (if required by Buyer and with counsel approved by Buyer, which approval shall not be unreasonably withheld), indemnify and hold harmless Buyer, its parent, affiliated, related, and subsidiary companies and their officers, directors, employees and agents from and against any and all claims, actions, liabilities, losses, injuries, damages, demands, costs, legal fees, and expenses of whatever nature arising directly or indirectly, in whole or in part, from or out of: (i) any negligent act, error, or omission related to Seller's performance of its obligations pursuant to the Order; or (ii) any breach or alleged breach of any of Seller's warranties or representations contained herein; or (iii) failure by Seller to pay any and all taxes or to obtain worker's compensation insurance; or (iv) any intellectual property not provided by Buyer; or (v) any fines, penalties or assessments imposed by any governmental agency. Seller's indemnification obligations contained in this Paragraph shall be deemed to include all actions or inactions of its Sub-Suppliers, parent, subsidiary and affiliated companies and the officers, directors, employees, agents and representatives of each.

c. If Seller's performance under the Order involves operations by Seller on the premises of Buyer or the premises of one or more of Buyer's customers, Seller and its employees, agents and subcontractors shall abide and agree to be bound by any and all applicable rules and regulations of Buyer or those of its customers. Seller shall take all necessary precautions to prevent the occurrence of any injury to person(s) or property during the progress of such performance. Seller waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's Property (as defined in Section 14, Buyer's Property, of the RPOT&C) on account of any Work performed, or materials furnished under the Order and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer.

A12. SELLER'S SUB-SUPPLIERS

a. Buyer reserves the right to approve or disapprove any Sub-supplier commissioned by Seller to provide labor, materials or any other portion of the Work to Seller and proposed by Seller to be involved in the production of the Work. Seller shall submit a listing of all Sub-suppliers for review and approval by Buyer prior to engaging the services thereof. Buyer's approval of any Sub-supplier shall in no way limit or relieve Seller from its obligations hereunder. Seller shall send to Buyer unpriced copies of all of its purchase orders with any Sub-supplier, if required by Buyer. Buyer may wish to contact or visit the Sub-supplier to confirm delivery commitments or conduct inspections and will notify Seller before doing so.

b. Nothing contained herein shall create any contractual relationship between Buyer and any Sub-Supplier. However, it is acknowledged that Buyer is the intended third party beneficiary of the obligations of the Sub-Suppliers related to the Work performed thereby. Buyer shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Sub-Suppliers, except as may otherwise be required by law.

c. Seller shall, at a minimum, incorporate into all Sub-Supplier agreements the following paragraphs found in this **Addendum-1**: Paragraph A2 (Ownership of Work Product), Paragraph A3 (Confidentiality), and Paragraph A4 (Promotion). Additionally, Seller shall incorporate into any Sub-Supplier agreements provisions which are substantially similar to those provisions contained in the following paragraphs hereof and which Seller deems appropriate to its own interests: Paragraph A5 (Suspension/Termination for Convenience), Paragraph A6 (Termination Upon Default), Paragraph A7 (Deviations, Substitutions and Excess Material), Paragraph A8 (Warranty), Paragraph A9 (Representations and Warranties), Paragraph A10 (Intellectual Property Warranty), Paragraph A11 (Insurance and Indemnification), Paragraph A12 (Seller's Sub-Suppliers), Paragraph A13 (Bankruptcy/Insolvency/Change In Business), Paragraph A14 (Documentation and Right of Audit), Paragraph A18 (Miscellaneous Provisions) of this **Addendum-1**.

A13. BANKRUPTCY/INSOLVENCY/CHANGE IN BUSINESS: Without limiting Buyer's rights set forth in this **Addendum-1**, Paragraph A6 (Termination Upon Default), if, prior to the completion of this **Addendum-1**, Seller shall (i) be adjudged a bankrupt or becomes insolvent; or (ii) have any petition under or provision of the Bankruptcy Act of the United States filed or invoked by or against it; or (iii) make an assignment for the benefit of creditors; or (iv) experience or anticipate a material change in business, including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout or loss of key personnel; or (v) have notice of any of the above pending actions against it; Seller shall furnish Buyer with written notice of same within twenty-four (24) hours and take all necessary and proper safeguards to insure Buyer of the opportunity to retrieve Buyer's Property, the Work from Seller's place of business.

A14. DOCUMENTATION AND RIGHT OF AUDIT: Seller shall maintain for a period of at least four (4) years following completion of the Order, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Work and associated services. To the extent Seller is compensated on a basis other than Fixed Price, Buyer, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon ten days prior notice to Seller. Buyer shall pay for any costs and expenses incurred by Seller as a result of any such audit.

A15. WORK SUBMITTAL AND RESPONSIBILITY:

a. Vendor shall supply all Work to Buyer in accordance with the requirements of the Order. The Order Number, specification number, item number, and any other required identification must appear on all Work submitted to Buyer.

b. Vendor is and shall be fully responsible for the preparation and accuracy of all Work and the strict compliance of the Work with all requirements hereof. Buyer's review, approval, action or inaction taken on the Work is for Buyer's convenience and/or to express Buyer's opinion and shall not relieve or discharge Vendor either expressly or by implication from its responsibilities and obligations hereunder.

A16. PERFORMANCE OF WORK:

a. Seller shall notify Buyer of Seller's actual, probable or possible inability to execute the Order and the Work hereunder in strict compliance with any directions or schedules provided by Buyer, immediately upon Seller's knowledge of same, and shall immediately submit to Buyer a plan of recovery demonstrating how Seller will recover the Schedule. Seller shall, at no cost to Buyer, accelerate performance of all Work under the Order in the manner directed by Buyer (including but not limited to premium shipping methods) in the event that Buyer, at its sole discretion, determines that such acceleration is necessary to maintain or recover the Schedule.

b. Seller agrees that any material or items supplied damaged, in error or in excess of the quantities ordered herein may be returned to Seller. Seller shall pay all shipping and return freight costs, and shall issue credit to offset any billings to Buyer for same.

c. Seller shall enclose an itemized packing list with each shipment setting forth the Order Number and exact quantity and description of the items shipped. All items shall be packed, tagged, and labeled in compliance with any and all state, federal or local labeling laws such as, but not limited to, U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances, in addition to any specifications set forth in the Order. Unless otherwise set forth herein, all items shall be properly boxed, dunnaged, crated and prepared for shipment using best trade practices so as to prevent damage during transit. Each item and crate shall be tagged for easy identification. Seller shall, at Buyer's option, affix Buyer's Item Tracking System tags to each item or crate.

A17. INSPECTION RESPONSIBILITY:

a. Seller shall have sole responsibility for and shall conduct the inspection of the Work, in whole and in part and whether performed by Seller or a Sub-Supplier, to ensure strict compliance with the requirements hereof before delivery of the same to Buyer and any inspection after delivery shall be addressed in accordance with Paragraph A8 (Warranty). Buyer shall have the right but not the obligation to inspect the same wherever located for conformance to the Schedule and other requirements of the Order. Work requiring inspections by Buyer that are shipped without inspection authorization will be considered rejected until such time that they have been inspected and not then rejected by Buyer. Payment for the Work delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said Work which are in Buyer's reasonable, good faith judgment defective. Work so rejected and/or supplied in excess of quantities called for herein may be returned to the Seller at Seller's expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping same. In the event Buyer receives Work whose defects or nonconformity is not apparent on examination resulting in deterioration of its finished product, Buyer reserves the right to require the replacement or repair of such Work pursuant to Paragraph 8, Warranty. Neither inspection, acceptance nor waiving inspection by Buyer shall relieve Seller of its inspection responsibility or other obligations hereunder.

b. Seller shall notify Buyer one week prior to any inspection, whether at Seller's or a Sub-Supplier's place of business. Said notice shall contain: (i) a list of Work, in whole or in part, ready for inspection; (ii) the Order Number hereof; (iii) location of said inspection; and (iv) contact personnel for such inspection. Seller shall not delay the progress of any Work pending inspection, unless otherwise directed by Buyer. Buyer shall use its best endeavors to timely and promptly inspect any Work after receiving notification from Seller that the same is available for Buyer's inspection and approval. Notwithstanding anything to the contrary in this Paragraph or elsewhere in this **Addendum-1**, if Buyer fails to timely and promptly inspect Work as notified by Seller, Seller shall not be liable to Buyer for any delay in Seller's performance of the Work hereunder for which Seller has notified Buyer of such inspection hereunder or such other Work directly or indirectly reliant on Buyer's inspection and approval.

A18. MISCELLANEOUS PROVISIONS:

a. **Conflicting Requirements:** The terms of the RPOT&C and this **Addendum-1** shall be read, to the greatest extent possible, as being consistent with one other. However, in the event there is a conflict between any term or condition found in the RPOT&C and those in this **Addendum-1** or any Exhibits accompanying the Order, said conflict shall be resolved in the following order: the terms and conditions contained in this **Addendum-1** shall first prevail over any conflicting term in the RPOT&C or an Exhibit, then the terms contained in the RPOT&C shall prevail over each Exhibit, and then the Exhibits shall prevail over each other in descending order starting with Exhibit "A" (i.e., Exhibit "A" shall prevail over Exhibit "B"; and so on).

b. **Rules of Construction:** Roush and Seller each agree that they have had the opportunity to review and modify the terms of the Order, therefore, the parties agree the Order shall not be deemed drafted exclusively by one party and shall not be construed against either party.

c. **Survivability:** The following paragraphs in this **Addendum-1** shall survive expiration or early termination of the Order: A1, Definitions; A2, Ownership of Work Product; A3, Confidentiality; A4, Promotion; A8, Warranty; A9, Representations and Warranties; A10, Intellectual Property Warranty; A11, Insurance and Indemnification; A12, Sub-Suppliers; A13, Bankruptcy/Insolvency/Change In Business; A14, Documentation and Right of Audit; and A18a., Conflicting Requirements, and A18b, Rules of Construction; and the following Sections in the RPOT&C shall also survive expiration or early termination: 1, Definitions; 6, Title and Risk of Loss, Payment Not Acceptance; 7, Payment of Seller's Invoice, Taxes; 8, Infringement, Use of Product(s) Licensed; 9, Warranties, Remedies; 12, Indemnification; 17, Set Off; 21, Governing Law; 23, Ownership; 24, Proprietary Information; 25, Trademarks and Tradenames; 26, Packing and Marking, Ingredients Disclosure and Special Warnings and Instructions; and 28, Audit.