

1. Applicability. (a) These Terms and Conditions of Purchase shall apply to all scopes of work, statements of work purchase orders or other methods of ordering Services (as defined below) issued by Nederman Holding USA, Inc. or any of its subsidiary or affiliated companies (such entity, as identified on the face of the relevant scope of work, statement of work, purchase order or other order document, being the "Purchaser") for the purchase of services (each such scope of work, statement of work, purchase order or other order document, including all attachments referenced therein, any amendment or change order thereto, and these Terms and Conditions of Purchase, the "Scope of Work"). The Scope of Work constitutes an offer by Purchaser to purchase the services specified on the face of the Scope of Work (the "Services") at the price(s) and with the performance date(s) so specified, upon the terms and conditions set forth herein and in accordance with any specifications appearing on the face of the Scope of Work or in any attachments, test reports, schedules, exhibits, designs, samples, or drawings referenced in or attached to the Scope of Work (the "Specifications").

(b) This Scope of Work is not deemed accepted or in any way binding on Purchaser until Seller accepts the Scope of Work in writing or commences work upon or performs any of the Services. Purchaser may withdraw the Scope of Work at any time before it is accepted by Seller.

(c) There are no oral understandings between Purchaser and Seller and no agreements other than as set forth in the Scope of Work. The Scope of Work expressly limits Seller's acceptance to the terms of the Scope of Work. Any proposal to vary any of the terms of the Scope of Work in Seller's acceptance including, without limitation, any proposal that Purchaser be liable for any expense, charge, fee or payment not expressly set forth in the Scope of Work is hereby objected to and rejected, and shall not become a part of the Scope of Work. Unless Purchaser expressly agrees in writing, these Terms and Conditions will govern all Scopes of Work, expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Scope of Work or the Services, and Seller's acceptance of any Scope of Work submitted by Purchaser is evidence of Seller's acceptance of these Terms. Purchaser specifically rejects, and Seller disclaims, all pre-printed provisions in Seller's quote, invoice and any other Seller forms or documents. Purchaser's failure to object to any term or condition in any communication from Seller will not be construed as agreement to such term or condition, nor will it be deemed a waiver of these Terms. If Purchaser's Scope of Work or other document or electronic transmittal including or attaching these Terms and Conditions is found to be an acceptance of an offer from Seller, acceptance is expressly made conditional upon Seller's assent solely to these Terms and Conditions, and performance of any Services by Seller shall be deemed to constitute such assent by Seller. The Scope of Work may not be amended or modified except by a writing signed by an authorized representative of Purchaser. The Scope of Work shall in no respect constitute an acceptance by Purchaser of any offer made by Seller.

(d) These Terms and Conditions of Purchase also apply to any reperformance or any additional Services provided by Seller hereunder.

2. Termination for Cause. Purchaser may, by written notice effective when received by Seller, cancel and terminate the Scope of Work with immediate effect, either before or after acceptance of all or any portion of the Services, (i) in the event any Services performed do not conform to the Scope of Work, (ii) if Seller fails to perform any Services in accordance with the schedule set forth herein, except as a result of *force majeure*, (iii) if Seller makes an assignment for the benefit of creditors, files or has filed against it proceedings in bankruptcy, if a receiver is appointed for Seller, or if Seller's financial condition becomes otherwise unsatisfactory to Purchaser, (iv) if Seller, within ten (10) days after request by Purchaser, fails to provide Purchaser with reasonable assurances of its ability to perform hereunder, or (v) if Seller otherwise fails to comply with any of the terms of the Scope of Work. If Purchaser terminates the Scope of Work for cause in accordance with this paragraph, Seller's sole and exclusive remedy is payment for that portion of the Services performed and accepted by Purchaser prior to the termination. In addition, and not as a limitation of the foregoing, in the event of any breach by Seller of this contract, Purchaser may deem the Scope of Work breached and hold Seller liable for all damages, whether direct or consequential, and all losses of every type, resulting from such breach.

3. Performance Schedule. Seller shall adhere strictly to the performance date(s) and other time provisions specified in the Scope of Work. Time is of the essence with respect to the Scope of Work and all matters of time therein, and failure of the Seller to perform the Services by the time specified in the Scope of Work (notwithstanding Purchaser's acceptance of such Services after the scheduled performance date(s)) shall entitle Purchaser to terminate the Scope of Work in accordance with paragraph 2 or declare the Scope of Work breached and Seller shall defend, hold harmless and indemnify Purchaser against any demands, losses, claims, damages, liabilities and reasonable costs and expenses attributable to Seller's failure to perform the Services on the scheduled date(s). Seller, however, shall not perform the Services in advance of scheduled performance date(s) without Purchaser's prior written consent. In the event of termination or change of the Scope of Work, no claim will be allowed against Purchaser for such early performance unless Purchaser has consented to the same. Performance may not, without the prior written approval of the Purchaser, be made earlier than agreed in the Scope of Work. If any performance required of Seller is delayed, Seller shall be solely responsible for all costs incurred as a result of such delay including, without limitation, overtime pay and other costs associated with expediting the performance of the delayed Services.

4. Evaluation and Acceptance. Payment for or receipt of the Services performed hereunder shall not constitute acceptance thereof. Purchaser shall have the right to evaluate such performance of Services within a reasonable period after performance. If, in Purchaser's judgment, any Services fail to conform to the terms hereof, Purchaser may reject such Services and has the right, effective upon written notice to Seller, to (a) rescind the Scope of Work in its entirety; (b) accept the Services at a reasonably reduced price; (c) reject the Services and require Seller to reperform the Services or to perform such additional Services as may be necessary in order to provide Services complying with the Scope of Work; or (d) reject the Services, hire a third party to perform the Services and charge Seller the cost thereof. In the event Purchaser accepts Services whose

nonconformity is not readily apparent, Purchaser reserves the right to reject or revoke any acceptance of such Services, and in such event shall have all of the rights and remedies with respect to such Services as if they had been initially rejected. Complaints, claims or notices of any defect or breach shall be considered to be timely made if made within ninety (90) days after Purchaser actually discovers or learns of the existence thereof. The remedies provided to Purchaser by this paragraph 4 shall be in addition to all other rights and remedies available to Purchaser hereunder, at law or in equity.

5. Performance. Performance of all Services shall be made in accordance with the performance terms set forth in the Scope of Work.

6. Invoices. The parties agree that the invoice payment and cash discount periods shall commence upon the later of performance of the Services and Purchaser's receipt of Seller's invoice.

7. Price. The price of the Services is the price stated in the Scope of Work (the "Price"). Unless otherwise specified in the Scope of Work, the Price includes all travel, lodging or transportation costs, insurance and fees and applicable taxes including but not limited to all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Purchaser.

8. Set-off. Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Purchaser to Seller.

9. Warranty. Seller warrants that all Services performed pursuant to the Scope of Work shall (i) be performed in compliance with all applicable federal, state and local laws, regulations and ordinances, (ii) be performed in a timely and professional manner in accordance with the highest professional standards in Seller's industry, (iii) conform to all Specifications and be performed in accordance with Section 5 of this Scope of Work, and (iv) not infringe or misappropriate any third party's patent or other intellectual property rights. If Seller knows or has reason to know of any particular purpose for which Purchaser intends to purchase the Services, or that Purchaser is relying on Seller's skill or judgment to select or furnish suitable Services, Seller warrants that such Services will be fit for such particular purpose. Seller's warranties hereunder shall run to Purchaser, its successors, assigns, affiliates, customers, and to any users of any of the Services. These warranties survive any performance, inspection, evaluation, acceptance or payment of or for the Services by Purchaser. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's actual discovery of the noncompliance of the Services with the foregoing warranties. In the event any of the Services fail to meet the standards contained in the warranties made in the Scope of Work, Purchaser may, in addition to any other rights it may have by law, at its option (a) require Seller at its own expense and as promptly as possible to make all changes, modifications or improvements necessary to cause such Services to conform with

such standards, (b) elect to accept or retain any such Services, subject to an appropriate adjustment to the purchase price of such Services to reflect the diminution in value of the Services resulting from the defects, (c) require Seller, at Seller's sole cost and expense, to reperform the Services, perform additional Services, or engage a third party to perform such Services in order to ensure the Services comply with the Scope of Work, (d) withhold all or a portion of the Price payable to Seller until such Services comply with the Scope of Work or (e) directly engage a third party, at Seller's expense, to perform such Services in order to ensure the Services comply with the Scope of Work. Seller shall reimburse Purchaser as promptly as possible for any and all loss, damage and expense incurred by Purchaser as a result of the performance of such nonconforming or defective Services and any corrective action taken. The remedies provided to Purchaser by this paragraph 9 shall be in addition to all other rights and remedies available to Purchaser hereunder, at law or in equity.

10. Indemnification and Insurance. To the fullest extent permitted by law, Seller agrees to defend, indemnify and hold harmless Purchaser (and its parent company, affiliates, successors, assigns, customers agents, employees, servants, and representatives), as well as any other parties that Purchaser is required to defend, indemnify and hold harmless (collectively, the "Indemnitees"), from and against any and all claims, damages, costs, expenses and liabilities (including reasonable attorneys' fees and court costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers), arising out of, occurring in connection with, or in any way related to (i) the Services or the Scope of Work, (ii) the Seller's accidental, negligent, or willful conduct or breach of any term or provision of the Scope of Work, or (iii) any claim that an Indemnitee's use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. To the fullest extent permitted by law, Seller's obligations hereunder shall be binding even when the indemnified loss is alleged or proven to be caused in part by the active or passive negligence or other acts of one of the Indemnitees; provided that, if the enforcement of the provisions of this sentence would invalidate this paragraph 10 under applicable laws, then this sentence shall be stricken and severed from this Agreement, in accordance with paragraph 26, below. Seller's indemnity obligation hereunder shall not be deemed to be limited by the provisions of any workers' compensation law or similar statute unless such limitation is required by applicable law. Seller shall not enter into any settlement in connection with a loss required to be indemnified hereunder without Purchaser's prior written consent. Seller shall maintain such liability insurance, including products liability, completed operations, automobile liability, workers' compensation, and employer liability insurance, as will adequately protect Purchaser, and its agents and customers, against any and all damages, liabilities, claims, losses, and expenses for which Seller may be required to provide indemnity pursuant to this paragraph 10. Upon receipt of a request from Purchaser, (a) Seller shall deliver to Purchaser certificates evidencing such insurance coverage and containing provisions requiring the insurance carrier to notify Purchaser at least thirty (30) days prior to any expiration or termination of, or material change to, the applicable insurance policy and (b) Seller shall name Purchaser as an additional insured on all such insurance policies. All policies shall be primary and non-

contributory and shall contain a waiver of subrogation against Purchaser.

11. Confidential and Proprietary Information. All disclosures, drawings, specifications, patterns or technical or business information furnished at any time to Seller by Purchaser shall remain the sole property of Purchaser, shall not be disclosed to any third party by Seller or used by Seller other than in the performance of its obligations hereunder without the prior written consent of Purchaser, and any and all copies thereof shall be returned to Purchaser promptly upon Purchaser's request. Purchaser shall at all times be free to copy, reproduce and use, or permit the copying, reproduction or use of, any designs or patterns which it has made available to Seller. Without Purchaser's prior written consent, Seller shall not advertise or publish the fact that Purchaser is using, has purchased or has contracted for the purchase of, the Services specified herein or otherwise disclose any information relating to the Scope of Work.

12. Intellectual Property Rights. Intellectual property rights (whether arising under patent, trademark, copyright laws or otherwise) to all improvements embodied in designs, tools, patterns, drawings, information and equipment supplied by the Purchaser under the Scope of Work and exclusive rights for the use and reproduction thereof, and all intellectual property rights arising out of the performance under the Scope of Work shall accrue and be assigned to, and be owned by, Purchaser, and Seller shall execute and deliver such instruments as may be necessary to effect or confirm such ownership.

13. Force Majeure. Purchaser may delay the receipt or acceptance, and Seller may delay the preparation or performance, of any of the Services if such delay is occasioned by governmental action, acts of God, acts of the common enemy, terrorism, fire, hurricane, flood, tornado or any other cause beyond the control of the party affected thereby. Seller's economic hardship or changes in market conditions are not considered *force majeure* events. Seller's obligations hereunder shall not be so suspended if it is able to supply such Services from resources not affected by such cause. Notwithstanding the foregoing, in the event Seller is caused by *force majeure* to delay the preparation or performance of any Services, Purchaser may cancel all or any part of the Scope of Work by providing written notice to Seller. Any such cancellation shall be considered a cancellation under paragraph 2, except that Seller shall not be liable to Purchaser for losses and damages incurred by Purchaser by reason of such cancellation.

14. Limitation on Purchaser's Liability – Statute of Limitation. Purchaser's liability to Seller on any claim of any kind for any loss or damage arising out of, in connection with or resulting from the Scope of Work or from the performance or breach hereof shall in no case exceed the price allocable to the Services (or such portion thereof) which give rise to such claim. IN NO EVENT SHALL PURCHASER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR FOR PENALTIES OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF PURCHASER IS ADVISED OF THE SAME IN ADVANCE. Any action resulting from any breach or failure to perform by Purchaser hereunder

must be commenced within one year after the cause of action has accrued.

15. Assignments and Subcontracting. Seller may not assign or subcontract any part of the Scope of Work or any work required thereby without the prior express written consent of Purchaser. Any purported assignment or subcontract in violation of this paragraph 15 shall, at Purchaser's sole option, be deemed null and void and shall not relieve Seller of any of its obligations to Purchaser.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Scope of Work shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Scope of Work.

17. Waiver. No waiver of any of the terms and conditions of the Scope of Work shall be effective unless in writing and signed by an authorized officer or authorized employee of Purchaser. No waiver of any breach of any terms or conditions of the Scope of Work shall be construed as a waiver of any subsequent breach of the term or condition or of another item or condition of the same or different nature.

18. Changes. Purchaser shall have the right at any time before completion of performance by Seller under the Scope of Work, by written change order or other written notice of any kind, to make changes in drawings, specifications, quantities or performance schedules on any Services. If Seller notifies Purchaser in writing, within (10) days of its receipt of such change order or other written notice of change, of its desire to amend any of the terms hereof in response thereto, then Purchaser and Seller shall attempt to negotiate an equitable adjustment of such terms as Purchaser and Seller may deem appropriate. Purchaser may, at its option, cancel the Scope of Work as to any Services not yet accepted if Purchaser and Seller cannot reach agreement on an equitable adjustment, such cancellation to be made pursuant to paragraph 2 of the Scope of Work. The Scope of Work, together with any change orders or instructions approved by Purchaser in writing constitutes one integrated contract.

19. Compliance with Laws; Permits. Seller shall comply with all international, federal, state or local laws, rules, regulations, standards, requirements, orders and codes affecting the performance and sale of the Services and Seller's performance hereunder. Seller will obtain and maintain all required licenses, permits and registrations with governmental authorities and agencies, commercial registries, chambers of commerce or other offices. Upon request, Seller shall furnish to Purchaser (i) a certificate of compliance with any and all applicable laws, rules, regulations, standards, requirements, orders and codes and (ii) evidence that all required licenses, permits and registrations have been obtained and are in full force and effect.

20. General Obligations. Seller will designate certain of Seller's employees (the "Seller Employees") to perform the

Services on its behalf to Purchaser and/or any customer of Purchaser (each such customer, "Purchaser's Customer"). As the employer of all Seller Employees, Seller will: (i) set the terms and conditions of employment for Seller Employees; (ii) perform all background checks and other pre-employment screening and testing of Seller Employees as set forth in the Scope of Work or otherwise requested by Purchaser; (iii) verify Seller Employees' work authorization and obtain a form I-9 as required by the Immigration Reform and Control Act of 1986; (iv) be solely responsible for managing the general performance of Seller Employees and for disciplining, suspending, or terminating Seller Employees; (v) maintain all necessary personnel and payroll records for Seller Employees; (vi) pay all wages and other compensation owed to Seller Employees; (vii) procure and provide employee benefits to Seller Employees as Seller, in its sole discretion, deems appropriate; (viii) withhold, pay and transmit payroll taxes and social security payments as required by applicable law, provide unemployment insurance and workers' compensation in an amount no less than required by applicable law, and handle workers' compensation and unemployment claims involving Seller Employees; (ix) provide for general liability and fidelity insurance coverage in connection with the performance of the Scope of Work; and (x) instruct all Seller Employees to comply with all safety rules and regulations of Purchaser or Purchaser's Customer or other Purchaser policies that are furnished to Seller in writing.

21. Training. Seller will insure that all Seller Employees are properly qualified and trained, at Seller's sole cost and expense, to perform any services to be performed by such Seller Employee in connection with or pursuant to any Scope of Work including, without limitation, all training required by applicable law, passage of the OSHA 10 Construction Course and completion of any applicable training offered by the Mine Safety and Health Administration. Purchaser reserves the right to request from Seller in writing, prior to assigning any personnel to perform any services for Purchaser and/or Purchaser's Customer, each Seller Employee's qualifications and relevant experience, and assignment shall be made thereafter only with Purchaser's written approval. Upon request, Seller shall provide a record of qualifications and experience for any personnel to Purchaser.

22. Equal Opportunity. In its performance of the Scope of Work, Seller will comply with applicable Federal, State and local laws and regulations, including but not limited to, the Equal Employment Opportunity Act, the Fair Labor Standards Act, and the rules and regulations related thereto. Seller represents and warrants that it is an equal opportunity employer and provides employment opportunities for all individuals without regard to race, color, national origin, sex, age, disability, sexual preference or other characteristics protected by law.

23. Security. Purchaser and/or Purchaser's Customer has in place an overall security system. Seller shall become familiar with the security system requirements and ensure compliance by all of its employees including, without limitation, the Seller Employees. Seller shall provide evidence that Seller has conducted a security investigation (including, without limitation, a criminal background check) on each Seller Employee assigned to perform services at Purchaser's Premises (as defined below). Seller Employees who do not meet Purchaser's and/or Purchaser's Customer's security requirements, or whose access

to Purchaser's Premises is denied or revoked, shall not be permitted to perform services for Purchaser or Purchaser's Customer. Seller will credit to Purchaser the expenses for any Seller Employees who fail the specified security clearance requirements and/or fail to meet contractual requirements as set forth in this Scope of Work or any other document or agreement entered into in connection with or pursuant to any Scope of Work. The term "Purchaser's Premises" is used in the broadest sense and includes all land, property, buildings, structures, installations, boats, planes, helicopters, cars, trucks, and all other means of conveyance owned by or leased to Purchaser, Purchaser's Customer or otherwise being utilized in Purchaser's business.

24. Drugs, Alcohol and Firearms. The use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, and/or otherwise legal but illicitly used substances by anyone while on Purchaser's Premises is absolutely prohibited. Except where specifically authorized under applicable law, the use, possession, or transportation of alcoholic beverages, firearms, live ammunition, explosives, or weapons is also prohibited. Seller Employees who are found in violation of these prohibitions will not be allowed on Purchaser's Premises and may be referred to law enforcement agencies for their action. Seller agrees that entry onto the Purchaser's Premises constitutes consent to and recognition of the right of Purchaser, Purchaser's Customer and their authorized representatives to search the person, vehicle, and other property of individuals while on Purchaser's Premises. Such searches may be initiated by Purchaser or Purchaser's Customer without prior announcement and will be conducted at such times and locations as deemed appropriate to the fullest extent permitted by applicable law. Seller Employees who refuse to cooperate with searches will not be allowed on Purchaser's Premises. Seller shall have and maintain in full force and effect comprehensive substance abuse policies and practices which are in compliance with applicable law and that include, to the fullest extent permitted by applicable law, the following minimum elements: (i) substance abuse prohibitions; (ii) employee notification of its policy and practices; and (iii) substance abuse deterrence and detection. These elements shall include drug and alcohol testing as described below, appropriate rehabilitation and ensured fitness for duty before permitting employees with identified substance abuse problems to return to work on Purchaser's Premises, and searches. Seller must perform testing with regard to all Seller Employees, utilizing the following minimum standards: (i) testing reasons, including pre-employment drug testing, for cause drug and alcohol testing, post rehabilitation/follow up drug and alcohol testing for the time period deemed appropriate by Seller, and, to the fullest extent permitted by applicable law, conduct unscheduled drug and alcohol testing at least annually on each employee assigned to perform any Services for Purchaser or Purchaser's Customer; (ii) drug testing, which must (1) test for the drugs and at the cut-off levels no less stringent than those prescribed by the US Department of Transportation, (2) be conducted using hair samples and (3) be conducted at a licensed, contracted laboratory which will, at all times, observe the chain of evidence protocol as provided by such laboratory's policies and the applicable laws of the state in which such laboratory is located; and (iii) Seller must test for alcohol abuse with no higher than 0.05 percent Blood Alcohol Content being considered "positive". Pre-access testing, within sixty (60) days of the initial date of access, shall have been conducted on all

Seller Employees who are or will be granted access to Purchaser's Premises. With respect to this paragraph, upon Purchaser's request, Seller shall provide Purchaser with the following information in writing: (i) assurance that Seller's policies and practices are consistent with the minimum requirements contained herein; and (ii) to the extent permitted by applicable law, any records Purchaser may wish to review to (1) ensure adherence to the practices of the stated Seller policy and (2) confirm satisfactory pre-access testing of all Seller Employees who are or will be granted access to Purchaser's Premises. Purchaser and/or Purchaser's Customer shall have the right, in Purchaser's or Purchaser's Customer's sole and absolute discretion, to remove from Purchaser's Premises any Seller Employee who Purchaser or Purchaser's Customer knows or suspects is under the influence of alcohol, drugs and/or otherwise legal but illicitly used substances or has otherwise violated any provision of this Scope of Work. Seller shall be solely responsible for any and all costs and expenses incurred by Purchaser or Purchaser's Customer in connection with such removal and shall also be responsible for any expenses including, without limitation, change orders, overtime or the cost of cover for Services resulting from the removal of such Seller Employee.

25. Records and Inspection. Seller shall keep all documentation and records related to the requirements of the Scope of Work and compliance with the terms hereof at its usual place of business during the term of the Scope of Work and for a period of five (5) years or such longer period as may be required by applicable law following termination or expiration of the Scope of Work. Upon three (3) days' prior written notice to Seller, Purchaser shall have the right to inspect, audit and make copies of all such documentation and records during Seller's normal business hours for purposes of confirming Seller's compliance with the terms of this Scope of Work, or for any other reasonable purpose. In addition, Seller shall provide access to each of Seller's facilities, and shall permit Purchaser and/or Purchaser's customer or the end user of the Services to inspect, each of Seller's facilities and all or any portion of the Services at any time upon prior written request of Purchaser and/or Purchaser's customer or the end user of the Services.

26. Severability. Any part of the Scope of Work held to be invalid or unenforceable by a tribunal of competent jurisdiction shall be deemed ineffective to the extent thereof without affecting the validity or enforceability of any other part of the Scope of Work.

27. Notices. All notices, requests, consents, claims, demands, waivers and other communications relating to this Scope of Work (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Scope of Work or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or certified mail. Except as otherwise provided in this Scope of Work, a Notice is effective only (a) upon receipt of the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Governing Law. All matters arising out of or relating to this Scope of Work shall be governed by and shall be construed in accordance with the laws of the State of North Carolina without

giving effect to any choice or conflict of laws provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina. This Scope of Work shall be deemed entered into in the State of North Carolina.

29. Arbitration. Any controversy or claim arising out of or relating to the Scope of Work or the performance or breach hereof shall be settled by arbitration conducted in Charlotte, North Carolina in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties consent to the jurisdiction of the state and federal courts sitting in North Carolina for all purposes in connection with such arbitration. The parties further consent that any process, notice of motion or other application to any such court, arbitral panel, judge or arbitrator may be served by federal express or any other national overnight delivery service (signature required), registered or certified mail (signature required) or personal service in or outside the State of North Carolina, or in such other manner as may be allowed under the rules governing civil procedure before the state courts of North Carolina.

30. Entire Agreement. This Scope of Work contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Scope of Work may only be modified by a written agreement, signed by both parties, expressly modifying this Scope of Work.

31. Headings. The paragraph headings contained herein are for reference only and shall not affect in any way the meaning and interpretation of the terms and conditions set forth herein.

32. Survival. Provisions of this Scope of Work which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Scope of Work including but not limited to paragraphs 8, 9, 10, 11, 12, 16, 17, 19, 25, 26, 27, 29, and 32.