17. This order may be executed in counterparts, all of which together shall constitute one and the same document.

18. All rights and remedies of Magellan herein stated are nonexclusive and in addition to other rights and remedies provided by law. This order shall constitute the entire agreement between the parties. Any oral or written agreement or condition not incorporated herein shall be of no force or effect.

19. Magellan employs attorneys to enforce the terms of this order or otherwise with respect to this order. Seller agrees to pay to Magellan all of the reasonable attorneys' fees and costs of such attorneys.

20. The parties agree that the UN Convention of Contracts for the International Sale of Goods (the "UN Convention") and Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention") the parties agree that the UN Convention does not apply to this order.

21. This order contains the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, between the parties.

22. This order is subject to all of the terms and conditions herein which each of the Seller agrees to by accepting this order. The terms or conditions contained in this order may be added to, modified, superseded, or otherwise altered except by a written instrument delivered to Seller signed by an officer of Magnellan Corporation ("Magellan"). Each shipment received by Magellan from Seller shall be deemed to be upon and in accordance with the terms and conditions herein, except as they may be so added to, modified, superseded, or otherwise altered in writing signed by an officer of Magnellan.

23. Seller agrees that this warranty will survive the acceptance of the goods by Magellan. This warranty shall be in addition to any warranties of additional scope given to Magellan by Seller.

24. Seller warrants that all goods purchased hereunder will be free from defects in design, material, and manufacture, will conform to Magnellan's provided specifications and accepted samples, will be merchantable, and, if ordered for a stated purpose, will be fit for such purpose. Seller agrees that Magellan's act of accepting or paying for any shipment or similar act of Magellan.

25. Magellan reserves the right to cancel all or any part of the undelivered portion of this order (i) if Seller does not make deliveries as specified, time being of the essence of this order, (ii) if Seller breaches any of the terms hereof, without limitation, any of the warranties of Seller, (iii) if Seller makes an arbitrary change in price on this order, (iv) if there are existing quality problems with goods previously shipped, unless prior to such change Seller has furnished or submitted a written notice of such change in ownership or becoming insolvent. Such cancellation may be communicated by written notice or by verbal notice confirmed in writing. Magellan shall not be liable to Seller for the cost of such goods not delivered as specified or not complying with any warranty of Seller and shall have no liability for the portion of the order cancelled.

26. Magellan's obligations under this contract may be voided at the option of, and by, Magellan at any time prior to delivery of the goods to Magellan in the event that the United States imposes trade sanctions or any other restrictions on the merchandise in this shipment. Magellan and the parties may also so dispose of the goods, upon the discretion of Magellan, re-negotiate any material terms of this contract in the event of such trade sanctions.

27. Seller shall indemnify and hold harmless Magellan, its successors, assigns, officers, employees, agents, customers and users of its products, from and against all claims, losses, penalties, damages (including incidental and consequential damages) or expenses (including reasonable attorneys' fees) which may be sustained by Magellan, its successors, assigns, officers, employees, agents, customers or users of its products arising out of (1) any infringement or claim of infringement of any letters patent or trade secrets by reason of the use or sale of any goods purchased hereunder, (2) any breach of any applicable representations by Seller, (3) any breach of any warranty by Seller, (4) any breach of any of the warranties contained herein, (5) Seller's failure to timely deliver the goods purchased hereunder, (6) failure of the goods to include necessary safety features or otherwise conform to the requirements of any federal, state or local occupational safety and health laws, regulations or ordinance, when used in a manner and for a purpose intended by Seller or by (6) death of or injury to persons or destruction of property sustained in connection with performance of this order or in any manner arising out of any act or omissions of any of Seller's employees or of its customers or employees or of its employees' gross negligence or willful misconduct. Seller shall, at its own expense, if so requested by Magellan, defend all claims, proceedings or suits against Magellan, its successors, assignees, officers, employees, agents, customers and users of its products. If Magellan employs attorneys to enforce the terms of this order or otherwise with respect to this order, Buyer agrees to pay to Magellan all of the reasonable attorneys' fees and costs of such attorneys.

28. Goods will be billed by Seller at the price last quoted by Seller, at Seller's price to other buyers at the date of shipment, or the price as indicated on Magellan's purchase order, whichever is lowest, plus any applicable surcharges. No additional charges of any kind, including, but not limited to charges for boxing, burlapping, packing, cartage, storage, insurance or other extras will be charged to Magellan unless agreed to in writing advance by Magellan.

29. The cash price shall be paid by Magellan on receipt of the goods or (ii) from the date of the invoice, whichever is later.

30. Seller shall furnish the entire quantity ordered hereunder and said quantity cannot be varied by Seller unless an officer of Magellan agrees in writing to vary the quantity. Magellan reserves the right to reject any unauthorized quantities and to return same to Seller at Seller's risk and expense. Seller further agrees to indemnify Magellan for any expenses or losses incurred by Magellan as a result of Seller's failure to furnish the entire quantity ordered hereunder.

31. Magellan may at any time for convenience terminate this order, in whole or in part, by written or electronic notice, or verbal notice confirmed in writing. If this order is terminated for Magellan's convenience, Seller shall not be liable to Seller for anticipated profits and all claim of Seller shall be settled on the basis of the reasonable costs Seller has incurred in the performance of this order or this portion of this order.