Selling party has no obligation to install or make such change in any Parts if acceptable to Buyer by the date of such change.

11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the understanding that Buyer has no intention of using such Services and Parts for any such purpose, and hereby agrees that in the event of any breach, default, defect, hindrance, or injury to Seller or Buyer or to any third party, caused by or in connection with the Services and Parts, Buyer shall indemnify, defend, and hold harmless Seller from any claims, costs, losses, suits, judgments, and damages, including incidental and consequential losses and costs of any kind, whether or not related to or based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest hereunder, or any portion hereof, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

13. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, b) Seller's order acknowledgment, c) any Services not performed by Seller if Buyer is not charged for such Services, d) any Services not performed by Seller if Buyer is charged for such Services, e) any Services not performed by Seller if Buyer is otherwise required to pay or collect for the performance of such Services or Parts. If Seller's order acknowledgment, acceptance of purchase orders, packing, shipping, inspection forms, or other documentation containing terms and conditions which differ from those set forth herein shall be rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, Buyer shall be deemed to have accepted such prior offer and to have agreed to all terms and conditions set forth herein. If Seller desires to subcontract Services to third parties, Seller reserves the right to subcontract Services to third parties. No waiver by either party with respect to breach or default of any right or condition hereunder shall be deemed a waiver of any other right or condition hereunder, or by the same party with respect to breach or default of any right or condition at any other time or of any other right or remedy, unless such waiver be in writing and signed by Seller, Buyer, or both. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for any action or proceeding relating to this Agreement or the transactions contemplated hereunder is the Court of Common Pleas in the County of Cuyahoga, Ohio, and that the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this Agreement or the transactions contemplated hereunder shall be brought in any Court other than the Court of Common Pleas in the County of Cuyahoga, Ohio.

14. GENERAL PROVISIONS: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, resolution, discharge, abandonment, or waiver of any of these Services Terms and Conditions, or any part thereof, shall be effective unless in writing, signed by Seller, Buyer, or both, and consented to in writing by Buyer. In the event of any non-conformity, Buyer must give written notice to Seller no later than the end of the seventy-day period, and if such non-conformity is not cured in a reasonable time or at all, written notice of such non-conformity, Buyer shall have the right to rescind the Agreement. No action, regardless of form, arising out of transactions relating to this Agreement or the transactions contemplated hereunder shall be brought in any Court other than the Court of Common Pleas in the County of Cuyahoga, Ohio.