

ALLEGIANT HEALTH SUPPLIER GUIDE

Where there is conflict, this guide supersedes previously transmitted policies

Allegiant Health's goal is to assure the accurate and timely order and receipt of goods.



ALLEGIANT HEALTH
75 North Industry Court
Deer Park, NY 11729
631-940-9000
www.allegiant-health.com



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General Information

The Allegiant Health (Allegiant) Supplier Guide details the minimum requirements for shipping materials to Allegiant Health.

It is our intention that by providing this guide, all deliveries will be able to be received, processed, and invoiced accurately and expeditiously for both you, the Supplier, and us.

Allegiant expects that all suppliers will comply with all aspects of the purchase order. Suppliers should deliver the item and quantity on the purchase order on the request date.

Allegiant requires that all materials meet their specified requirements.

Material substitution is prohibited. The exact material ordered must be delivered.

Deviations from specific PO requirements must be pre-approved in writing by Allegiant.

All shipments are subject to immediate delivery inspection for patent defects, and to subsequent inspection for patent and latent defects.

Non-compliant shipments are subject to a fee schedule detailed herein.

Allegiant proof of delivery signatures on carrier documents are acknowledgement of receipt only. Shipment is subject to subsequent full inspection.



Allegiant Health Contact List

Your points of contact for all orders are as follows:

Purchasing Contacts:

Tim Ji
631-940-9000 x120
tji@allegiant-health.com

Monique Morris
631-940-9000 x106
mmorris@allegiant-health.com

Warehouse Contacts:

Logistics Warehouse

Sean Watson
631-392-4653
swatson@allegiant-health.com

Edgar Rodriguez
631-392-4653
erodriguez@allegiant-health.com

Operational Warehouse

Tom Wild
631-940-9000 x204
twild@allegiant-health.com

Accounts Payable/Accounts Receivable

Karen Ferreri
631-940-9000 x121
kferreri@allegiant-health.com



Warehouse Locations

Logistics Warehouse

Allegiant Health
91 North Industry Court
Deer Park, NY 11729

Hours of Operation:

7:30 am – 4:00 pm
Closed for lunch from 1:00 – 1:45 pm

Closed for deliveries on the last 3 business days of each month

Operational Warehouse

Allegiant Health
75 North Industry Court
Deer Park, NY 11729

Hours of Operation:

7:30 am – 4:00 pm

No appointments required for either warehouse location.

All deliveries should be directed to our Logistics Warehouse, unless otherwise indicated.

LOGISTICS WAREHOUSE BLACKOUT DATES: The last 3 business days of each month are closed to receiving. Any incoming deliveries may be turned away at supplier's expense.

Supplier Qualification

All suppliers to Allegiant Health must be qualified as detailed below.

For **Bulk Product Suppliers** the following is required prior to purchase:

Document / Sample
Quality Questionnaire
Quality Agreement
Product Certificate of Analysis
Pill size
Product Ingredient List
Stability Data (bulk and packaged configurations)
SDS Sheet (if available)
National Brand Equivalency Test Report (if available)
Elemental Impurity Risk Assessment
Pill Sample

For **Raw Material Suppliers** the following is required prior to purchase:

Document / Sample
Quality Questionnaire
Quality Agreement
Material Certificate of Analysis
SDS Sheet
Elemental Impurity Risk Assessment (if applicable)
Material Qualification Sample (3 lots)

For **Component Suppliers** the following is required prior to purchase:

Document / Sample
Quality Questionnaire
Material Certificate of Conformance
Specification Sheet/Drawings
Material Qualification Samples

Minimum Shipping Requirements

1. All pallets must be either Heat Treated (HT) wood or plastic
2. Pallet Dimensions: 48" x 40"
3. Maximum pallet height: 110"
4. Pallets must be free of damage
5. Material must be free of damage
6. Pallets must be clearly labeled with, at minimum, the Purchase Order #, material name, part #, lot #, and quantity
7. Material must be sorted by manufacturer's lot number with each lot # on a separate pallet. A pallet may be a "mixed pallet" only if:
 - a. the materials are clearly separated using pallet sheets, AND
 - b. the pallet must be labeled as a "MIXED PALLET" and a breakdown of each material, lot number, and quantity must be detailed on the pallet sheet.
8. Shipment contents must match PO
9. Shipments must be made in full, unless pre-approval in writing is obtained for short shipping
10. All shipments must include a Certificate of Analysis or Certificate of Conformance.
11. Non-compliant shipments will incur fees as detailed in the Non- Compliance Fee Schedule.

A \$50 Lumper Fee will be charged for any delivery consisting of more than two Manufacturer's Lots.

Shipments must be made on the PO request date, unless pre-approval in writing is obtained for early or late shipping.

The start for incurring Terms begins on the PO request date, unless early shipment is pre-approved in writing.



Inbound Delivery Non-compliance Fee Schedule

Incorrect pallet material (HT or plastic only)	\$25/pallet
Incorrect size pallet (48" x 40" only)	\$25/pallet
Pallet over height (110" max.)	\$25/pallet
Damaged pallet	\$25/pallet
Missing pallet label or content	\$25/pallet
Unsorted pallet (unless slip sheets and proper label)	\$100/pallet
Damaged material	\$100/shipment plus cost of material destruction
Incorrect material shipped	\$100/shipment
Shipped short (unless pre-approved)	\$100/shipment
Late shipment	\$100/shipment
Lumper Fee (more than 2 Mfg Lots/item)	\$50/shipment

Fees will be deducted at time of invoice payment.

Not all non-compliances can be discovered at time of delivery.

All deliveries are subject to latent defect discovery at time of pallet breakdown and inspection.

Fees will be incurred for both patent defects identified at delivery, as well as latent defects identified during inspection at a later date. If defects are discovered after invoice payment, fees will be applied to the next invoice

An inbound delivery inspection sheet will be completed for all deliveries and will be made available as backup for any fees incurred. A sample of the inspection record is detailed below.

VENDOR DISPUTES: If the vendor wishes to dispute a non-compliance charge back, you must do so by submitting an email to Accounts Payable/Accounts Receivable (reference contacts on Page 4). The email must contain the Purchase Order Number and Invoice Number of the disputed shipment. The email should include all backup to support the requested reason for repayment. Typically, the turnaround time for vendor non-compliance disputes is 30 days but sometimes could be longer. *Important Note:* Allegiant Health will not research or repay non-compliance deductions older than 1 year.



REQUESTS FOR BACKUP

All requests for backup for any type of charge back or deduction should be directed to kferreri@allegiant-health.com

INBOUND DELIVERY INSPECTION RECORD

DATE	
PO#	
SUPPLIER NAME	
CARRIER	

Pallet Count: _____

Case/Bag/Drum Count: _____

Non-compliance	Check all that apply (if compliant, "n/a")	# of non-compliant pallets
Incorrect pallet material (HT or plastic only)		
Incorrect size pallet (48" x 40" only)		
Pallet over height (110" max.)		
Damaged pallet		
Missing pallet label or content		
Unsorted pallet (unless slip sheets and proper label)		
Damaged material		
Incorrect material shipped		
Shipped short (unless pre-approved)		
Late shipment		
Lumper Fee (more than 2 Mfg Lots/item)		

Identified by: _____

Date: _____

Verified by: _____

Date: _____



For non-compliant shipments, submit copy to AP/AR.

TERMS OF PURCHASE

THESE TERMS AND CONDITIONS (THE “TERMS”) APPLY TO THE PURCHASE OF PRODUCTS (THE “PRODUCTS”) BY BLI INTERNATIONAL INC. D/B/A ALLEGIANT HEALTH (“PURCHASER”) AND THE PARTY TO WHOM THE PURCHASE ORDER (THE “ORDER”) OF PURCHASER IS ADDRESSED TO (THE “SELLER”). THE TERMS PREVAIL OVER ANY ADDITIONAL TERMS SUBMITTED BY SELLER. ANY TERMS OF SALE OF SELLER ARE HEREBY REJECTED UNLESS THEY ARE EXPRESSLY ACCEPTED IN A WRITTEN INSTRUMENT DULY EXECUTED BY PURCHASER.

1. Scope. These terms, together with any documents incorporated herein by reference, constitute the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller’s acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order. These Terms apply to any repaired or replacement Products provided by Seller hereunder. Notwithstanding the foregoing, Purchaser is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance. An Order is not binding on Purchaser until Seller accepts the Order in writing. If Seller does not accept the Order in writing, within ten (10) days of Seller’s receipt of the Order, the Order will expire and terminate. Purchaser may withdraw an Order at any time before it is accepted by Seller.

3. Delivery Date. Seller shall deliver the Products in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Products are of the essence. If Seller fails to deliver the Products in full on the Delivery Date, Purchaser may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the Delivery Date. Purchaser reserves the right to return any Products delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Products on the Delivery Date.

4. Quantity. If Seller delivers more or less than the quantity of Products ordered, Purchaser may reject all or any excess Products. Any such rejected Products shall be returned to Seller at Seller's risk and expense. If Purchaser does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the Price for the Products shall be adjusted on a pro-rata basis.

5. Delivery Location. All Products shall be delivered to the address specified in the Order (the "**Delivery Location**") during Purchaser's normal business hours or as otherwise instructed by Purchaser.

6. Shipping Terms. Delivery shall be made DAP, Incoterms® 2020. Seller shall give written notice of shipment to Purchaser when the Products are delivered to a carrier for

transportation. Seller shall provide Purchaser all shipping documents, including the certificate of analysis or other certification, commercial invoice, packing list, and any other documents necessary to release the Products to Purchaser upon delivery. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to an Order.

7. Title and Risk of Loss. Title passes to Purchaser upon delivery of the Products to the Purchaser's Delivery Location. Seller bears all risk of loss or damage to the Products until delivery of the Products to the Delivery Location.

8. Packaging. All Products shall be packed for shipment according to Purchaser's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in an undamaged condition. Seller must provide Purchaser prior written notice if it requires Purchaser to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

9. Amendment and Modification. No change to this Order is binding upon Purchaser unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Purchaser.

10. Inspection and Rejection of Nonconforming Products. The Purchaser has the right to inspect the Products on or after the Delivery Date. Purchaser, at its sole option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming or defective. If Purchaser rejects any portion of the Products, Purchaser has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Purchaser requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Purchaser may replace them with Products from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 20. Any inspection or other action by Purchaser under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Purchaser shall have the right to conduct further inspections after Seller has carried out its remedial actions.

11. Price. The price of the Products is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the delivery location, insurance, customs duties 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.

12. Most Favored Customer. Seller represents and warrants that the price for the Products is the lowest price charged by Seller to any of its external Purchasers for similar volumes

of similar Products, unless otherwise agreed to by both Parties. If Seller charges any other Purchaser a lower price, Seller must apply that price to all Products under this Order. If Seller fails to meet the lower price, Purchaser, at its option, may terminate this Order without liability pursuant to Section 20.

13. Payment Terms. Seller shall issue an invoice to Purchaser on or any time after the completion of delivery and only in accordance with the Terms. Purchaser shall pay all properly invoiced amounts due to Seller as per agreed upon terms after Purchaser's receipt of such invoice, except for any amounts disputed by Purchaser in good faith. In the event of a payment dispute, Purchaser shall deliver a written statement to Seller no later than two (2) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 13. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

14. Setoff. 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.

15. Warranties. Seller warrants to Purchaser that, all Products will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Purchaser; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Products 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 discovery of the noncompliance of the Products with the foregoing warranties. If Purchaser gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Purchaser.

16. Indemnification. Seller shall defend, indemnify and hold harmless Purchaser and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees and Purchaser's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Products purchased from Seller or Seller's negligence, omission, failure to meet specification, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Purchaser's or Indemnitee's prior written consent.

17. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Purchaser and any Indemnitee against any and all Losses arising out of or in connection with any claim that Purchaser's or Indemnitee's use or possession of the Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Purchaser's or Indemnitee's prior written consent.

18. Insurance. Seller shall secure and maintain Comprehensive General Liability Insurance with policy limits of \$25,000,000/occurrence and \$25,000,000 in the aggregate, with coverage for claims for bodily injury, wrongful death, and property damage. If Seller has an excess policy, such excess policy may be applied to meet the foregoing minimum insurance limits. The certificate of insurance of such polic(ies) shall name Purchaser as an additional insured. Seller shall provide Purchaser with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Purchaser's insurers and Purchaser or the Indemnitees.

19. Compliance with Law. Seller warrants and covenants that all Products are manufactured, tested, processed, packaged, labeled, tagged, certified, accurately marked, weighed, inspected, shipped and sold in compliance with all applicable federal, state and local laws, regulations and ordinances, including but not limited to all laws and regulations relating to labor, health, safety, environment, serial and identification numbers, labeling, country of origin designation, and customers requirements; the Federal Food, Drug, and Cosmetic Act, as amended or any other federal or state food, drug, or cosmetic statute, rule or regulation applicable to the Products; the Consumer Products Safety Act, as amended; or the Fair Packaging and Labeling act, as amended. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Products under this Order. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Purchaser may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Products.

20. Termination. Purchaser may terminate this Order, in whole or in part, at any time with or without cause for undelivered Products on five (5) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Purchaser may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Products, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Purchaser may terminate an Order upon written notice to Seller. If Purchaser terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Products received and accepted by Purchaser prior to the termination.

21. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 15, 16, 17, 19, 23 and 23 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct. TO THE FULLEST EXTENT

PERMITTED BY LAW, IN NO EVENT SHALL PURCHASER OR ITS AFFILIATES BE LIABLE TO SELLER OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ORDERS AND/OR PRODUCTS, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER AND THE APPLICABLE ORDER SHALL NOT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS ORDERED DURING THE THREE (3) MONTH PERIOD ENDING ON THE DATE THE CLAIM OR DEMAND IS FIRST ASSERTED.

22. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Confidential Information. All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Purchaser to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with an Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Purchaser in writing. Upon Purchaser's request, Seller shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

24. Recalls. In the event the Products are the subject of a recall, market withdrawal, safety notices or other action (whether initiated by Seller, Purchaser, or a government or consumer protection agency) (each a "**Recall Event**"), Seller shall fully cooperate with Purchaser with respect to any recall or withdrawal of Product from sale or distribution. Seller shall promptly reimburse Purchaser for all costs and expenses incurred by Purchaser related to the Recall Event, including recalling, shipping and/or destroying the Products, refunds to customers and Purchaser's net landed cost of unsold Products.

25. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any term of this Order, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from events that are beyond their control ("**Force Majeure**").

Event(s)”), including but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Order; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) pandemics, epidemics, quarantines; (j) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of twenty (20) days following written notice given by it under this Section 24, the other party may thereafter terminate this Order upon three (3) days' written notice.

26. Compliance with Vendor Guidelines. Seller acknowledges that purchase has adopted an Allegiant Health Supplier Guide 2020 (“**Seller Guidelines**”), which as amended from time to time, are available through the Purchaser’s website. Seller hereby covenants, represents and warrants that it will perform its obligations set forth herein and any applicable Order in accordance with all Seller Guidelines.

27. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Purchaser. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Purchaser may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

28. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order 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 Order.

29. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

30. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York.

31. Submission to Arbitration. Any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Order, will be settled by final and binding arbitration by a single arbitrator to be held in Suffolk County, New York, in accordance with the American Arbitration Association. The arbitrator shall have the power to grant any party all remedies otherwise available by law, including attorney's fees and injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court.

32. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

33. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order 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 (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, 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.

34. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

35. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Setoff, Warranties, Indemnification, Intellectual Property, Insurance, Compliance with Laws, Recalls, Confidentiality, Governing Law, Submission to Arbitration and Survival.