

**SUNFLOWER ELECTRIC POWER CORPORATION
STANDARD TERMS AND CONDITIONS**

Revised October 8, 2021

1. **Applicability:** The purchase order is an offer by Sunflower Electric Power Corporation ("Sunflower") for the purchase of the Goods and/or Services specified on the face of the purchase order from the party to whom the purchase order is addressed ("Supplier") in accordance with and subject to these Standard Terms and Conditions ("Terms") together with any Sunflower supplemental terms and conditions on the face of the purchase order (collectively, the "Purchase Order"). The Purchase Order shall become binding on Supplier upon acceptance in writing or upon delivery/performance in accordance with the Purchase Order. The Purchase Order expressly limits Supplier's acceptance to the Terms. Except to the extent these Terms are modified in writing with such modifications expressly accepted by Sunflower, Sunflower hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any bid, proposal, quotation, acknowledgment, invoice or other form of Supplier, notwithstanding Sunflower's acceptance or payment for any Goods or Services or any similar act of Sunflower. These Terms apply to any repaired or replacement Goods or Services provided by Supplier.
2. **Goods and Services:** The term goods as used herein shall be as defined in the Kansas Uniform Commercial Code and shall be inclusive of any labor, services and other items provided therewith ("Goods"). The term services as used herein shall be defined as an intangible commodity in the form of human effort like labor, skill, or advice ("Services").
3. **Delivery:** Supplier shall deliver the Goods and/or Services in the quantities, in the manner, and on the date(s) or time specified in the Purchase Order or as otherwise agreed in writing by the parties ("Delivery Date"). If no Delivery Date is specified, Supplier shall deliver the Goods and/or provide Services promptly. Timely delivery of the Goods and/or provision of Services is of the essence. If Supplier fails to deliver the Goods and/or provide the Services in full on or by the Delivery Date, Sunflower may exercise one of the following options: terminate the Purchase Order immediately; cancel the undelivered portion of any Purchase Order; require Supplier to ship Goods via premium means (such as air freight) or expedite the performance of Services at Supplier's expense; or require Supplier to discount the Price on the undelivered portion of the Goods and Services. All Goods shall be delivered to the address (or addresses) specified in the Purchase Order ("Delivery Location") and Services shall be provided on Sunflower premises as detailed in the Purchase Order, during Sunflower's normal business hours or as otherwise instructed by Sunflower. Sunflower has the right to return any Goods delivered prior to the Delivery Date or in excess of the quantities ordered at Supplier's expense, unless Sunflower had made specific acceptance in writing for early deliveries and excess Goods.
4. **Scheduling:** The delivery of Goods shall be subject to expediting by Sunflower or its representatives. Sunflower shall, for expediting purposes, be allowed reasonable access to Supplier's plants and the plants of its sub-suppliers. As required by Sunflower, Supplier shall supply schedules and progress reports for Sunflower's use in expediting.
5. **Postponement and Termination:**
 - a) Sunflower shall have the right to postpone and/or terminate the Purchase Order upon written notice to Supplier at any time at its convenience. As to all or any portion of Goods or Services not delivered prior to the termination, except as otherwise provided herein, Supplier shall receive payment for the Goods and/or Services received and accepted by Sunflower prior to the termination. No adjustment will be made in favor of Supplier with respect to any Goods which are Supplier's standard stock. No such termination of the Purchase Order shall relieve Supplier of its obligations as to any delivered Goods or Services delivered. Any claim by Supplier for adjustment thereunder must be asserted within thirty (30) days from the date of the Revision, postponement, or termination.
 - b) Sunflower may terminate the Purchase Order upon written notice to Supplier:
 - i. If it is determined by Sunflower that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Supplier, or any agent or representative of the Supplier, to any officer or employee of Sunflower with a view toward securing the Purchase Order, securing favorable treatment with respect to the awarding or amending of any Purchase Order, or the making of any determinations with respect to the performance of any such Purchase Order. In the event the Purchase Order is terminated by Sunflower pursuant to this provision, Sunflower shall be entitled to recover or withhold the amount of any cost incurred by Supplier in providing such gratuities in addition to any other rights and remedies provided in law or equity.
 - ii. Subject to Section 9.
 - c) Either party may terminate the Purchase Order upon advance written notice to the other party:
 - i. If the other party dissolves or institutes proceeding seeking relief under a bankruptcy code or similar law, or consents to the filing against it of any petition for the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or any similar official), or permits any such proceeding to remain undismissed for a period of forty five (45) days or more, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of the foregoing.
 - ii. Upon any material default by the other party under the Purchase Order, if said default is or cannot be cured by the defaulting party within thirty (30) days of receipt of written notice from the terminating party of the default specifying in detail the nature of the default, or such longer period of time, if agreed between the parties, except as otherwise specified herein.
 - iii. Subject to Section 18.
6. **Price:** The price of the Goods and/or Services is the price stated in the Purchase Order ("Price"). Unless otherwise requested by Sunflower, the Price is inclusive of all packaging, crating, storage, and applicable transportation and delivery costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, excise or other taxes, fees, duties, or other governmental impositions. As applicable, Sunflower shall provide a tax exemption form and certificate to Supplier, for Goods and/or Services are not subject to Kansas sales tax. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Sunflower.
7. **Payment Terms:** Payment will be made in accordance with the terms set forth on the face the Purchase Order. Supplier shall issue an invoice to Sunflower on or any time after the completion of Services and/or delivery of Goods and only in accordance with these Terms. Sunflower shall pay all properly undisputed invoiced amounts due to Supplier after Sunflower's receipt of such correct and complete invoice and supporting documents excepting any amounts disputed by Sunflower in good faith. Delay in receiving Supplier's invoices, or errors and omissions on statements or invoices, will be considered just cause for withholding payment without losing any applicable discount privileges. In the event of a payment dispute, Sunflower shall deliver a written statement to Supplier no later than fifteen (15) 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 7. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Purchase Order notwithstanding any such dispute.

8. Shipping Terms: The terms and routing of shipment of Goods shall be as provided on the Purchase Order, or as otherwise directed by Sunflower in writing. If no method of shipment is specified in the Purchase Order, Supplier shall use the least expensive carrier/transportation. Sunflower retains the right to modify any delivery schedule previously designated in the Purchase Order delivered to Supplier, subject to these Terms. Unless specified otherwise in the Purchase Order, commercial delivery terms shall have the meaning ascribed to it in Incoterms 2020. Failure to ship as directed may result in a back charge to Supplier.

9. On Site Performance: If Supplier supplies Services on Sunflower premises, conditions of such work shall cause no conflict or interference with or between the various trades or any labor agreements, then in force and effect, or thereafter to be in force and effect. and, if applicable, each of its employees, agents and contractors performing Services on Sunflower premises shall abide by applicable Sunflower policies, procedures, and guidelines (“Sunflower Policies”) and may be required to execute a form stating that each has read and will abide by such Sunflower Policies, prior to being provided onsite access. Sunflower Policies are located at Sunflower’s website (www.sunflower.net) (Contact Us - Contact Supply Chain). Sunflower reserves the right to remove from its premises Supplier and any of its employees, agents or contractors who do not comply with Sunflower Policies and any additional Sunflower policy or procedures with which Supplier is given notice to adhere. Supplier acknowledges and agrees that being unable to perform Services at a Sunflower premise as a result of the above is a breach of the Purchase Order and, notwithstanding anything to the contrary herein, Sunflower may immediately postpone the Services or terminate the Purchase Order. Supplier’s sole and exclusive remedy for termination under Section 9 is payment for the Goods and/or Services received and accepted by Sunflower prior to the termination and Sunflower shall be entitled to recover or withhold the amount of any cost incurred by Sunflower due to the breach, in addition to any other rights and remedies provided in law or equity.

10. Inspection and Acceptance: Sunflower shall have the right to inspect and test the Goods at any time prior to shipment and within a reasonable time after delivery of the Goods. The Goods shall not be deemed accepted until after final inspection by Sunflower and Services shall be deemed accepted upon agreement by the parties or final payment (“Acceptance”). If Sunflower rejects any portion of the Goods or Services due to nonconformance, effective upon written notice to Supplier, Sunflower may: (a) accept the Goods and/or Services and require a reasonable reduction to the Price; (b) reject the Goods or Services and require replacement, or rework of the rejected Goods and Services; or (c) require a refund of the Price. Inspecting or not inspecting, payment for, or Acceptance of the Goods and/or Services, shall in no way impair Sunflower’s right to reject or rescind its Acceptance of non-conforming Goods, or to avail itself of any other remedies to which Sunflower may be entitled, notwithstanding Sunflower’s knowledge of the nonconformity, its substantiality, or the ease of its discovery. In addition, Sunflower, and if applicable to the Goods and/or Services the US Government or any authorized agent may review any books, documents, papers, and records of the Supplier related to the Goods and Services. Supplier shall retain all records for a period of three (3) years after receipt of final payment under the Purchase Order.

11. Title and Risk of Loss: Risk of loss to Goods, not provided with installation or related Services, shall transfer to Sunflower upon delivery at the designated Delivery Location. If Supplier is providing installation or related Services Supplier, shall be responsible for risk of loss of and damage to Goods, until Acceptance of the and Services by Sunflower. Title shall pass to Sunflower at the earlier of payment in full or Acceptance.

12. Revisions: Sunflower may, make changes in the specifications, including but not limited to additions to or deletions from the Services and the quantities of Goods ordered, upon written notice to Supplier (“Revision”). If any such Revision affects the Price or the Delivery Date, an equitable adjustment shall be made upon mutual agreement by Sunflower and Supplier.

13. Applicable Laws; Legal Requirements: Supplier certifies that all Goods and Services supplied under the Purchase Order shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which Supplier and the Goods and/or Services are subject. Supplier shall execute and deliver such documents as may be required to affect or to evidence compliance. All laws and regulations required to be incorporated in Purchase Orders of this character are hereby incorporated herein by this reference. Sunflower shall have the right to unilaterally amend the following list to add to or delete U.S. regulations to ensure compliance with applicable U.S. government requirements. Supplier shall be familiar with applicable regulations and requirements, including knowledge of terms therein and with the context such terms are used herein. The effective version of each Flow Down Clause is the version as such appears in the applicable regulation. In required flow down clauses, except to extent that the context requires otherwise, the term “prime contractor” means Sunflower, the respective terms “contractor” and “subcontractor” means Sunflower or Supplier, as may be applicable.

As applicable, the Supplier agrees to adhere to the following:

- a) **Affirmative Action/Equal Opportunity** - The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Further, Executive Order 11246 regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b) **Wage and Hour** - Supplier is aware of the provisions of the United States Fair Labor Standards Act concerning minimum wage, overtime, and further warrants that it will comply with such applicable standards.
- c) **Environmental** - Supplier represents and warrants compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CRF part 15), and the Energy Policy and Conservation Act as applicable for contracts in excess of \$100,000.
- d) **Gratuities and Kickbacks** - Supplier represents and warrants that it has and will comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CRF Part 3).
- e) **Debarment and Suspension** - Supplier represents and warrants that neither it or its principals or affiliates is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as outlined in 7 C.F.R. Part 3017, Section 3017.510, Participants’ responsibilities.
- f) **Government Contracting; Federal Emergency Management Agency (“FEMA”)** - Sunflower may from time to time accept Federal awards from FEMA assistance grant programs. Accordingly, as applicable, Sunflower adheres to Federal procurement rules and regulations, including any State, local or territorial requirements, when procuring Goods and/or Services utilizing Federal awards or otherwise as

applicable to Sunflower as a Federal Contractor. The Supplier acknowledges and agrees that if Goods and/or Services provided under the Purchase Order qualifies as FEMA work or work under a Federal contract (“Work”) any such Work shall be performed in compliance with these Terms and shall specifically include the Federal Contracting Requirements; FEMA Procurement Compliance Requirements located at Sunflower’s website (www.sunflower.net) (Contact Us - Contact Supply Chain), as applicable to the Supplier.

14. Warranty:

- a) Supplier expressly warrants to Sunflower for a period of two (2) years from Acceptance that all Goods will (i) be of good and merchantable quality, (ii) be free from any defects in workmanship, material and design, (iii) conform to applicable specifications, including but not limited to, drawings, designs, samples and other requirements specified by Sunflower, (iv) be fit for their intended purpose and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances, and (vi) not infringe or misappropriate any third party’s patent, copyright, or other intellectual property rights. Unless otherwise agreed to by Sunflower, all Goods must be new and not used or refurbished.
- b) Supplier expressly warrants to Sunflower that it has the capability, experience, registrations, licenses, permits, and governmental approvals required to perform under the Purchase Order and that all Services will be performed in a manner consistent (i) with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale for any project of a similar size, scope and complexity and (ii) with the requirements of applicable statutes or regulations, (iii). will conform to the Purchas Order, drawings, specifications, or other description furnished or adopted by Sunflower(iv) be free and clear of all liens, security interests or other encumbrances, and (v) not infringe or misappropriate any third party’s patent, copyright, or other intellectual property rights.
- c) Supplier warrants it complies with all local laws related to the operation as a manufacturer and will assign any original manufacturer or subcontractor warranty to Sunflower.
- d) Supplier warrants that all Goods shall conform to standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act of 1970.
- e) All warranties survive any delivery, inspection, Acceptance, or payment of or for the Goods and/or Services by Sunflower. If Sunflower gives Supplier notice of noncompliance, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and/or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Supplier and the delivery of repaired or replacement Goods to Sunflower. Any applicable statute of limitations runs from the date of Sunflower’s discovery of the defect or noncompliance. Sunflower’s failure to give notice of defects or nonconformance to Supplier shall not constitute a waiver of breach of warranty express or implied, or of any other condition or warranty. These warranties are cumulative and in addition to any other warranty provided by law or equity.

15. Indemnity and Insurance:

- a) Supplier shall defend, indemnify and hold harmless Sunflower its officers, directors, and agents employees from and against any suits, claims, or causes of action, losses, damages, liabilities, including attorneys’ fees and expenses, for bodily injury, sickness or death, and property damage or destruction including Sunflower’s property to the extent resulting from the negligent acts, willful misconduct, errors or omissions of Supplier, its subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Sunflower shall not be liable for damages to or destruction or loss of any property of Supplier from any cause whatsoever.
- b) Supplier shall defend, indemnify, and hold harmless Sunflower its officers, directors, and agents, employees from and against any suits, claims, or causes of action, costs, losses, damages, liabilities, including attorneys’ fees and expenses, incurred by reason thereof, which may be brought against Sunflower for any alleged infringement of any patent, copyright, or intellectual property rights by reason of the use of the Goods and or/Services.
- c) Supplier shall carry worker’s compensation, public liability and property damage insurance with companies and levels of coverage acceptable to Sunflower, when any portion of the Purchase Order is performed on a Sunflower premise. Supplier insurance requirements are located at Sunflower’s website (www.sunflower.net) (Contact Us - Contact Supply Chain).

16. Confidential Information: All non-public, confidential or proprietary information of a disclosing party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, third party confidential or proprietary information rightly obtained by and/or licensed or transferred to the disclosing party, disclosed by the disclosing party to the receiving party, 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 the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by the disclosing party in writing. Upon request, the receiving party shall promptly return all documents and other materials received from the disclosing party. This Section 16 shall not apply to information that is: (a) in the public domain; (b) known by receiving party at the time of disclosure; (c) rightfully obtained by receiving party on a non-confidential basis from a third party, or (d) is independently developed receiving party without reference to or usage of disclosing’s confidential information.

17. Drawings and Specifications: Supplier agrees that all information contained in drawings and specifications which are submitted by Sunflower to Supplier under or pursuant to the Purchase Order is proprietary to Sunflower and is submitted with the understanding and agreement by Supplier that such information shall not be utilized in whole or in part by Supplier, except for fulfillment of obligations under the Purchase Order, without written permission of Sunflower. Sunflower makes no representation or warranty with respect to specifications, including the accuracy of the data and information provided or infringement of any U.S. or foreign patent, copyright, or other intellectual property rights. In no event shall Sunflower be liable to Supplier for claims arising therefrom. If Supplier is of the opinion that an infringement or the like will result from the Goods and/or Services provided, Supplier shall promptly notify Sunflower to such effect in writing.

18. Force Majeure: A “Force Majeure Event” is an event that is beyond the reasonable control and without the fault or negligence of the party affected, which could not have been reasonably prevented, anticipated or avoided, including but not limited to: acts of God, unusually severe weather, earthquakes, hurricanes, fire, flood, tornadoes, wind, explosions, injunctions, acts of war, civil unrest or disturbance, demonstration, riot, or terrorism, sabotage, governmental action or inaction, compliance with any law, regulation or order of a governmental agency or an instrumentality thereof, cyberattacks or hacking, denial of service or other similar internet outages, strikes other than strictly confined to the work site, delay, damage to or loss of long-lead items in transit or COVID-19 or other similar epidemic, pandemic, public health related emergency. or action or restraint by court order or public or government authority related thereto, including mandated quarantine. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either party to make a profit or avoid a financial loss, (ii) changes in

the market prices or conditions after the Purchase Order has been accepted, (iii) a party's financial inability to perform its obligations hereunder, or (iv) a party's delay caused due to their inaction in placing orders for materials. A Force Majeure Event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. No delay or non-performance by either party hereto caused by a Force Majeure Event shall (i) constitute a breach or default under the Purchase Order, unless the affected party failed to properly notify the other party, or (ii) give rise to any claim for damages or additional cost or expenses, except as agreed to in a Revision to the Purchase Order signed by Sunflower and Supplier. If a Force Majeure Event occurs, the party claiming the force majeure must promptly give notice in writing of the commencement of the impact of the condition, the nature, and the termination of the force majeure condition (stating with reasonable particularity the event of force majeure claimed) to the other party and use its commercially reasonable efforts to perform its obligations under the Purchase Order for the duration of the force majeure condition despite the Force Majeure Event. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party affected shall use commercially reasonable to remedy its inability to perform; provided, however, if the suspension of performance continues for thirty (30) days after the date of the occurrence and such failure to perform would constitute a material breach of the Purchase Order in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any Revisions to permit the other party to exercise its rights under hereunder. If the parties are not able to agree on such Revisions within fifteen (15) days of such meeting and if suspension of performance continues, the nonaffected party may terminate the Purchase Order immediately by written notice to the party affected, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

19. NOTWITHSTANDING ANYTHING IN THE TERMS TO THE CONTRARY, EXCEPT FOR DAMAGES DUE TO BREACH OF CONFIDENTIALITY PROVISIONS, INTELLECTUAL PROPERTY INFRINGEMENT OR VIOLATION, GROSS NEGLIGENCE, THE TORT OF DECEIT (FRAUD), INDEMNIFICATION LIABILITY UNDER THE PURCHASE ORDER, LIQUIDATED DAMAGES AMOUNTS, IF ANY, AS SET FORTH IN THE PURCHASE ORDER THAT GAVE RISE TO THE DAMAGES, TO THE EXTENT PERMITTED BY LAW, BOTH PARTIES EXPRESSLY WAIVE AGAINST THE OTHER PARTY ANY RIGHT TO CLAIM OR TO SEEK RECOVERY OF FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSSES OR DAMAGES OF ANY NATURE, LOSS OF INCOME OR PROFIT, BUSINESS OPPORTUNITY OR PRODUCTION, OR LOSS BY REASON OF SHUTDOWN, DELAY, INCREASED COSTS OF INSURANCE PREMIUMS, COST OF REPLACEMENT POWER, OR THE LIKE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Assignment: Supplier shall have no right to assign, transfer, subcontract or delegate the Purchase Order or any rights or obligations hereunder in any manner, in whole or in part, whether voluntary, by operation of law or otherwise, without the prior written consent of Sunflower. Any purported assignment, transfer, subcontract, or delegation in violation of this section shall be null and void. No assignment, transfer, subcontract, or delegation shall relieve the Supplier of any of its obligations hereunder.

21. Governing Law and Dispute Resolution: The Purchase Order is deemed to have been made and shall be provided herein and the rights of all parties thereunder shall be construed under and governed by the laws of the State of Kansas, without regard to the conflict of laws principles. The parties irrevocably waive the application of the U.S. Foreign Sovereign Immunities Act, 28 U.S.C. 1602, et seq., and the United Nations Convention on Contracts for the International Sale of Goods. Any legal action by either party arising out of the Purchase Order shall be brought and heard in a court of competent jurisdiction located within the State of Kansas. Notwithstanding anything in this Section 21, if a party breaches Section 16, the non-breaching party may seek an injunction and such other remedies as are available at law or in equity by judicial or administrative means in such jurisdiction as it deems expedient.

22. Waiver: Failure of Sunflower to insist upon strict performance of any of the terms and conditions hereof, or failure to exercise or delay in exercising any rights or remedies provided herein or by law, or failure to notify Supplier in the event of breach, or Sunflower's Acceptance of or payment for any Goods or Services under the Purchase Order, or its approval of design, shall not be deemed a waiver of any right of Sunflower to insist upon strict performance hereof or any of its rights or remedies as to any such Goods or Services, regardless of shipment, receipt, Acceptance or as to any prior or subsequent default hereunder.

23. Entire Purchase Order: The Purchase Order, including these Terms, and the Goods and Services specifications and requirements is the entire agreement of the parties. In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a signed written agreement between Sunflower and Supplier ("Agreement") covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern, supersede, and replace any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. The Supplier's quotation is incorporated in and made a part of the Purchase Order only to the extent of specifying the nature and description of the Goods or Services ordered and then only to the extent that such items are consistent with the Terms hereof. No other terms or conditions, inconsistent, additional, or otherwise, shall be binding upon Sunflower. Any deviations, from these Terms in a Purchase Order must be detailed in writing with specific reference to the terms so modified. Any provisions herein for delivery of Goods or the provision of Services by installments shall not be construed as making the obligations of Supplier severable.