The PURCHASE ORDER TERMS and CONDITIONS of the purchase order(s) [the "Order(s)"] shall describe the following:

1. Definitions. "Affiliate" means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Seller; "Goods" means all goods (whether or not manufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, the Seller will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided, however, that the Seller may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance. Neither the Seller nor any Affiliate of the Seller shall be responsible for any indirect, incidental, special, or consequential losses or damages (including lost profits or lost savings) in connection with the use or inability to use the Services, or as a result of the breach of the representations and warranties set forth herein. The Seller's sole obligation is to provide the services specified in the Order and to provide indemnification against any liability incurred by the Buyer arising out of the performance of the Services. The Seller shall indemnify, defend and hold harmless the Buyer from and against any claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney's fees) arising out of such claims or losses, whether or not related to the breach by the Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder. Support terms do not conflict. If Seller and Buyer have any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of this PO are deemed superseded by this PO. The Seller has no authority to assume or create any obligations, express or implied, on behalf of the Seller. The Seller shall promptly inform the Buyer if any product, service, or service offered by the Seller is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, the Seller will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided, however, that the Seller may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance. The Seller shall promptly inform the Buyer if any product, service, or service offered by the Seller is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, the Seller will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided, however, that the Seller may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance. The Seller shall promptly inform the Buyer if any product, service, or service offered by the Seller is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, the Seller will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided, however, that the Seller may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.
consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO under the Contracts (Rights of Third parties) Act 1999, as amended from time to time, or otherwise.