

16. INSURANCE

SELLER shall procure and maintain worker's compensation, employer's liability (bodily injury and property damage), and such other insurance as may be necessary to satisfy its potential liability.

17. MISCELLANEOUS

If one or more terms and conditions herein are proved to be invalid, the remaining terms and conditions will nevertheless be of full force and effect. The headings in the agreement are for convenience or reference only.

18. ALTERNATIVE DISPUTE RESOLUTION

SELLER and PURCHASER agree to make good-faith efforts to settle any dispute or claim that arises under this agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Richland, Washington. The mediator or arbitrator shall allocate cost except that there shall be no predecisional interest costs and each party shall bear its discretionary cost. In the event that ADR fails or is not used the parties agree that the appropriate forum for resolution shall be as follows:

- a. Subject to subparagraph (b) below, any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for Eastern Washington, located in Richland, Washington.
- b. Provided, however, that in the event the requirements for jurisdiction in Federal District Court are not present such litigation shall be brought in Benton County Superior court, located in Kennewick, Washington.

19. REMEDIES

The remedies reserved in this ORDER shall be cumulative and in addition to any other remedies provided by law or equity. No waiver or breach of any provision hereof shall constitute waiver or breach of any other provision.

20. INDEPENDENT CONTRACTOR

SELLER is an independent Contractor and neither an agent nor employee of PURCHASER.

21. MATERIALS RETURNED

Parts returned within 60 days must be refunded by method paid.

Mid Columbia Engineering, Inc.
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