





17. **FORCE MAJEURE.** Neither Party will have responsibility to the other due to circumstances beyond that Party's reasonable control, including (without limitation) any act of God, war or public enemy, or any act of government or any agency thereof, or any fire, flood, explosion or other catastrophe, or any epidemic or quarantine restriction, or any act of sabotage or terrorism. If requested by CSHL, Vendor shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as CSHL deems appropriate. If the delay lasts more than the time period specified by CSHL or Vendor does not provide adequate assurance that the delay will cease within such time period, CSHL may, among its other remedies, immediately cancel the applicable Purchase Order without liability.
18. **TERMINATION.**
- (A) **For Breach by Vendor:** CSHL may terminate this Purchase Order immediately, in whole or in part, for Vendor's breach of this Purchase Order, including the

22. **LIMITATION OF LIABILITY.** Nothing in this Purchase Order shall exclude or limit (a) Vendor's liability under Sections 8, 10, 13, 15, 18 and 19 hereof, or (b) either Party's liability for fraud, fraudulent misrepresentation, personal injury or death caused by such party's negligence or willful misconduct. CSHL's maximum liability to Vendor shall not exceed the aggregate amount actually paid under this Purchase Order.
23. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Vendor is an independent contractor in all its operations and activities hereunder. The employees used by Vendor to perform a Service under this Purchase Order shall be Vendor's employees exclusively without any relation whatsoever to CSHL.
24. **SURVIVABILITY.** Provisions surviving termination or expiration of this Purchase Order are those concerning indemnification, confidentiality, representations and warranties, choice of law and venue, and any other provisions which on their face affect rights and obligations after termination or expiration.
25. **PUBLICITY.** Vendor will not use (i) the names of Cold Spring Harbor Laboratory, CSHL, or any division, unit, agent, employee or student thereof or (ii) any logo, trademark, service mark or trade name owned or controlled by CSHL without the prior written consent of a duly authorized representative of CSHL.
26. **GOVERNING LAW.** This Purchase Order and all matters arising out of or relating to this Purchase Order will be governed by and construed according to the laws of the State of New York without regard to principles of conflicts of law. The courts of the State of New York in Nassau County and the United States District Court for the Eastern District of New York will have exclusive jurisdiction over the Parties with respect to any dispute, controversy, or claim between them arising out of or relating to this Purchase Order. CSHL may serve any summons or process in any such proceeding on Vendor in the manner for giving notices under this Purchase Order. The Parties waive the right to a trial by jury in any action or proceeding arising out of or relating to this Purchase Order. **0.00000912(L8 8 Tfln)30Sm d-6()2W7**
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