

## **PURCHASE ORDER ATTACHMENT TR-002**

### **COST SETTLEMENT TERMINATION CLAUSE SETTLEMENT**

It is hereby agreed that the final termination settlement amount set forth in this change order constitutes payment in full of the amount due Seller by reason of Buyer's partial or complete termination of this purchase order and of all other claims of Seller and liabilities of Buyer under the terminated portion of this purchase order. Seller agrees to refund promptly to Buyer any payments made by Buyer to Seller relative to said terminated portion in excess of said final termination settlement amount.

RELEASE. Seller hereby releases and discharges Buyer from any and all claims, demands, lien rights, and other causes of action whatsoever that Seller has had, now has, or hereafter may have, know or unknown, arising out of or in any way connected with the terminated portion of this purchase order.

Seller expressly waives any rights, benefits and privileges he may have under controlling state law as a creditor where in a general release does not extend to claims the creditor does not know or suspect to exist in his favor at the time of executing the release.

If this purchase order is governed by the laws of the state of California, then, notwithstanding the paragraph directly above, the following shall apply:

Seller expressly waives the rights, benefits and privileges he may have under the terms and provisions of California Civil Code, Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**END OF DOCUMENT**