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(b) Benoit is not liable for delays in delivery or failure to make delivery caused by the elements, acts of God, lack of or inability to obtain materials, fuel or supplies, acts of Buyer, acts of civil or military authorities, breakdown of equipment, differences with workmen, fire, flood, or other casualty, labor shortages, government regulations or requirements, orders bearing priority rating established pursuant to law, shortages or failure of raw materials, supplies, fuel, power or transportation, or other causes beyond the reasonable control of Benoit, whether similar or dissimilar to those enumerated, and whether or not foreseeable, and any delivery date will be extended accordingly.

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(b) Benoit's liability under this indemnity shall not exceed the amount received by Benoit from Buyer for such product. This indemnity shall not apply to any product not manufactured by Benoit or to any product made, in whole or in part, to Buyer's specifications, and also shall not apply to the use of a product in combination with other materials in such a manner that the combination (and not the product manufactured by Benoit) is the basis for the claim of infringement. Benoit shall be entitled, at its option, to settle or compromise any claim or suit for infringement and to intervene in and/or to control the defense of any infringement suit. The Indemnity in this Paragraph 7 is in lieu of any other warranty or indemnity, expressed or implied, with respect to infringement.

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13. These General Terms and Conditions and any Special Conditions which may apply shall be construed under and governed by the laws of the State of Louisiana, U.S.A. To the extent the laws of any other jurisdiction are held to apply, Buyer hereby waives to the full extent permitted under such laws all rights given Buyer under such laws which are not also afforded by the laws of the State of Louisiana.

14. Each party shall defend and indemnify the other from claims relating to personal injury including death of their employees or contactors and/or damage to their property.

15. Buyer acknowledges that these General Terms and Conditions include provisions for the indemnification and/or exoneration of Benoit against the consequences of its own negligence or fault, and agrees that these General Terms and Conditions comply with the express negligence rule, are conspicuous and afford fair notice.

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