



RICHFIT INTERNATIONAL FZ-LLC

Office 125-127, 1st Floor, Building No.02, Internet City, Dubai, U.A.E
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PO NO. **PURCHASE ORDER**
Z-NEF 20240642023118X802
24-Jul-2024

PO number must appear in all supplier's documents
Documents include: 1. Airway Bill (B/L) of Lading, 2. Packing list, 3. Certificate of Origin,
4. Invoices (2 Original and 1 Copy of each where applicable)

VENDOR INFORMATION:

COMPANY: Starlight Airlines Company for Cargo Limited
ADDRESS: Dezan City, No. 1176, 11 floor, Kurdistan, Iraq
PHONE: +964 751 741 886.2
MOB: +964 751 741 886.2
CONTACT: Mr. Abdul Yakseu

AUTHORIZATION

PREPARED BY: Gari Bellam
APPROVED BY: Xiaoqian Zhang
SIGNATURE: (used here)



PURCHASE ORDER AS PER STANDARD RICHFIT TERMS & CONDITIONS (Attached) VENDOR CONFIRMATION:

PAYMENT: Immediate payment after delivery & acceptance
CURRENCY: USD
DELIVERY TIME: Transit time (Dubai - Iraq)
DELIVERY POINT: DDP Basra, Iraq

PLEASE SIGN HERE:
RECEIVE DATE:

(Please sign, stamp and return)

VENDOR REFERENCE: Mail dated 13-July

Purchase Order Detail

No	Vendor / Part#	Description	Qty	UOM	Unit Price (USD)	Total Price (USD)
1	Sea Shipping	Charges for shipping of goods (3 pallets, 16 60 CBM) from Dubai F/Z to Basra Iraq including Customs clearance and delivery to end customer	1	LS	4,350.00	4,350.00
Four Thousand Three Hundred Fifty Dollars and Zero Cents Only						4,350.00

Remarks:

1. Shipper to submit documents like B/L, Customs and other shipping documents

End Delivery detail:

West Qurna 1 Oilfield Area
DDP Basra-Iraq





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GENERAL TERMS & CONDITIONS

For PURCHASE ORDER (PO)

1. DEFINITIONS & INTERPRETATION

- 1.1. "Best Industry Standards" mean standards of performance by participants in the Supplier's industry for equivalent or comparable goods or services.
- 1.2. "Business Day" means any day other than Saturday and Sunday or days which are declared as holidays in UAE.
- 1.3. "RICHFIT INTERNATIONAL FZ-LLC (hereinafter referred to as a "COMPANY").
- 1.4. "Delivery Date" means the date mentioned in PO on which Goods (HW & SW) or services shall be received by the Company at the agreed Delivery Point without any delay.
- 1.5. "Delivery Point" means the place of delivery mentioned in the PO or as modified later by Company and communicated to the Supplier.
- 1.6. "Liability" and "Liabilities" means all liabilities, losses (including economic and consequential losses), damages, injuries, costs, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, claims, proceedings and demands whatsoever.
- 1.7. "PO" means a purchase order issued by the Company to Supplier and is governed by these General Terms & Conditions.
- 1.8. "Purchase(s)" may include products, goods, materials, equipment, and/or services as specified in a PO, which is ordered by Company from Supplier pursuant to PO.
- 1.9. "Supplier" means the legal entity or natural person to whom a PO is issued by Company.
- 1.10. Supplier acknowledges it has received the POs from Company or is aware of the conditions of RICHFIT INTERNATIONAL FZ LLC and the Supplier shall comply with and follow whilst conducting business with Company.
- 1.11. The term "Goods" shall mean the IT systems comprising the hardware, software and related equipment and services.
- 1.12. "Tax Invoice" and "Tax Credit Note" shall have the meaning given to them by the UAE Federal Tax Authority and VAT and taxes will not be applicable in case of Freezone transaction.
- 1.13. Health, Safety and Environment essential terms (the "HSE Terms") govern the parties' obligations in connection with health, safety and environment matters in the relationship between RICHFIT International FZ LLC and its Contractors and Sub-Contractors.

2. ENTIRE AGREEMENT

- 2.1. Unless rejected in writing to the Company within two (2) consecutive business days from the date of PO receipt, the PO shall be deemed to be accepted by the Supplier and all the General Terms and Conditions of the PO shall be enforceable and effective.
- 2.2. Unless specific terms and conditions are provided by the Company in the form of an agreement with specific terms and conditions, all the General terms and conditions of PO shall be applicable once the PO is accepted or effective, unless written notification to the contrary is made by Supplier and received by Company., within two (2) consecutive Business Days of receipt of the PO.
- 2.3. Once the Supplier accepts PO, General Terms & Conditions and Code of conduct shall be deemed to be accepted by the Supplier. Any deviation from General Terms & Conditions and Code of Conduct is expressly rejected unless accepted in writing by a duly authorized signatory of the Company.





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3. QUALITY

Purchases shall fully comply with the Goods specifications (including but not limited to), descriptions, and Part numbers, Models mentioned under or referred to in PO. All Purchases shall fit for purpose, be of merchantable quality, and comply with Best Industry Standards.

4. PRICING

No price increasing or charges other than shown in the first page hereof, including taxes, customs, and excise duties, shall be payable by Company unless such increases are officially authorized by company by means of PO amendment.

5. DELIVERY, INVOICING, AND PAYMENT

5.1. If Goods are incorrectly delivered, the Supplier shall be responsible for any additional cost incurred to deliver correct Goods to their correct Delivery Point.

5.2. If Supplier fails to deliver the Goods on Delivery Date at the Delivery Point, Company shall have the right, in its sole discretion, to cancel the related PO without any penalty or order cancellation charges.

5.3. Supplier shall ensure that all Goods are packed as per the agreement to ensure the Goods shall be transported smoothly and delivered to Company or at agreed destination without any physical damage.

5.4. Supplier shall place or affix the order number/invoice number and other details on each package to verify the Goods accuracy and other relevant information as per the company PO.

5.5. Delivery note shall be issued for each delivery and shall include PO number, quantity delivered and get the freight forwarder signature on the delivery note and provides the signed copy of the delivery note and other supportive docs during the invoice submission.

5.6. In case of an E-License and Software delivery, Supplier needs to inform RICHFIT team if the licenses are being sent to the end user directly and provide the delivery acknowledgement during the invoice submission to avoid any delay for their payment.

5.7. Each notice, statement, and invoice to be given pursuant to this order shall be in writing and sent by prepared ordinary or registered mail or by facsimile or courier to the Company address. Statements and invoices sent by email shall be deemed to have been received in (5 days) following the mailing thereof and those sent by facsimile and courier shall be received in original if needed by Company.

5.8. Any error in the invoice discovered to be rendered to Company, such error shall be adjusted within (30 days) from the date of discovery. However, there shall be no adjustment made for any error occurring after payment or 6 months from the invoice receipt date.

5.9. The risk of all damages, loss and/or destruction in respect of Purchases shall remain with Supplier until the acceptance of Purchases in accordance with clause.

5.10. Payment shall be made in accordance with the payment terms set forth in PO. Payment due to Supplier may be withheld by COMPANY on account of:

- (a) Unsatisfactory performance of this Purchase Order.
- (b) The filing of claims against COMPANY caused by acts or omissions of Supplier; or
- (c) The failure of Supplier to pay amounts due for labor or material used by Supplier in doing Services or amounts due to Supplier's subcontractors.

5.10. The supplier shall submit all related documents that are required for the shipment clearance at origin or destination as per the agreed terms. Any delay in submitting such documents will be the Supplier's responsibility, and any cost associated with such delay shall be borne by Supplier.

5.11. Unless otherwise specified, PO shall be inclusive of all taxes, levies, duties, licenses, statutory fees, and other charges imposed with respect to Purchases, including Value Added Tax.





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5.12. In case of a mainland delivery, VAT reclaim provision should be applicable either to provide all required shipping documents or suppliers themselves complete the process of a VAT reclaim and notify Company.

6. INTELLECTUAL PROPERTY

6.1. Supplier warrants that the use of Purchases by the Company will not infringe against any third-party intellectual property rights.

7. LIQUIDATED DAMAGES

7.1. A time specified for the goods delivery in the Company PO is the importance essence of the agreement. Supplier accepts the entire condition to stipulate the delivery on/before the delivery date mentioned in Company PO. In case of any delay in delivery, Supplier has to notify the Company immediately in writing and further any cost/loss due to the delay in delivery will be Supplier's accountability.

7.2. Such delays may result in liquidated damages payable to Company at the rate of "(0.1%)" of the total value of the consignment per day delay to maximum of (5%) of the total value of the delayed consignment. Company will not be liable for producing any such documents to Supplier and Company will have the rights to cancel the complete or partial order with an immediate effect if the penalty reaches to maximum of 5%.

7.3. Company may, without prejudice to any other rights, deduct the amount of such damages from any payment due or which may become due to Supplier. The payment or deduction of such damage shall not lessen the Supplier from its other obligations and other liabilities under this Purchase Agreement.

8. INDEMNITY & INSURANCE

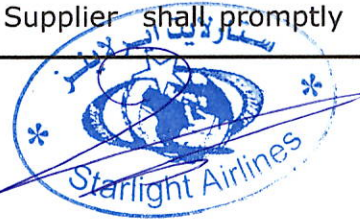
8.1. Supplier shall at its sole expense purchase from a reliable insurance company and maintain in full force and effect, furnishing evidence thereof on request by COMPANY. Cargo Insurance against loss of or damage to the goods caused by loading, unloading and transit perils including but not limited to loss or damage to goods incurred at interim storage depots, all while the goods are in the process of conveyance to delivery location/point shown on the Order hereof.

8.2. Supplier shall arrange for sufficient insurance coverage, to cover all risks associated with the execution of its obligations under these General Terms & Conditions and/or any related PO(s).

9. WARRANTY

9.1. Purchases shall be free and clear of all claims, liens, and other encumbrances of any kind. Supplier agrees that all warranties set forth herein shall survive acceptance of Purchases in accordance with clause herein and shall be in addition to any other express or implied warranties provided or deemed by Laws to be provided by Supplier.

9.2. Supplier shall promptly repair or replace, at Company's sole discretion, if Purchases found to be defective, fault of design, onsite/offsite inspection rejection. In addition to this, if any goods fail to conform with the specifications or are otherwise defective COMPANY may, in its sole discretion, reject all the goods purchased under this order or any portion thereof and COMPANY shall be entitled to a refund in full or at COMPANY option. Supplier shall promptly





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replace same at Supplier's sole expense.

9.3. Unless specified in PO, the warranty period shall be 18 months or the longer of either, (i) the warranty period stipulated as per the manufacturer's set of periods.

9.4. Purchases replaced under warranty shall be subject to the same warranty period and warranty conditions as stated above starting from the date of their replacement at the Company's premises and acceptance by Company.

9.5. Supplier shall bear all costs for repair and replacement of goods under the warranties including not limited to such as inspection charges, customs clearance, local taxes, charges of a reverse logistics and other correlated expenses.

9.6. Supplier warrants that COMPANY shall receive clear and unencumbered title to the goods supplied and that the goods may be acquired, owned, held, used and disposed of by COMPANY without infringing on any patent, industrial design, copyright, or trademark whether foreign or domestic.

10. AUDITING

Company or any person designated by Company may at any time for a period of 24 months after the date of delivery have access to Suppliers book and records relative to the reimbursable costs for the purpose of auditing and verifying such costs and Company may make copies of such books and records as required by Company performing such Audit. Supplier shall promptly review and settle with Company all matters arising from such audit, including to refunding the money where applicable.

11. DRAWINGS & SPECIFICATION

11.1. All drawings and blueprints, specifications etc. whether received the supplied by Company or prepared or constructed by Supplier specifically required for the completion of this order, or for repair or replacement of pursuant to the warranty provisions hereunder, shall be the property of Company and information there from shall be considered confidential and shall not be disclosed to any third party without prior written consent of Company and upon completion of deliveries hereunder, or upon termination of this order, shall be delivered to company unless otherwise agreed in writing.

12. CONFIDENTIALITY

12.1. All specifications, data and/or information provided by Company to Supplier in connection with these General Terms & Conditions and/or any related PO(s) shall remain the property of Company and shall always be treated as strictly confidential. Supplier shall not, without obtaining the prior written consent of the Company, use any of such materials and shall not disclose or permit the disclosure thereof to any third party.

12.2. Supplier shall ensure that third parties who are necessarily given access to confidential information keep that information strictly confidential and be responsible for their failure to do so.

12.3. Supplier's obligations under this Clause (Confidentiality) shall survive completion or termination of related PO(s).

13. ASSIGNMENT, SUBCONTRACTING & SUBLETTING

13.1. Supplier shall not cede, assign, transfer or sub-contract PO or its rights or obligations hereunder whether in whole or part and whether voluntarily or by operation of Law, without the





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prior written consent of Company. The company may withhold consent as deemed fit in its absolute discretion.

13.2. In the event of Company consenting to Supplier ceding, assigning, transferring, or sub-contracting PO or any part thereof, Supplier shall unless otherwise advised by Company, continue to be responsible for the conduct and performance of any such assignee, transferee, or sub-contractor.

14. HEALTH, SAFETY AND ENVIRONMENT (HSE)

14.1. Contractor HSE Representations & Warranties

14.1.1 Contractor represents and warrants that

(a) the information provided by it to qualify as a supplier to RICHFIT and enter into the contract, including in particular information on its HSE performance and qualifications, was true and correct when given and that no material change has rendered that information substantially incorrect or misleading

(b) it has in place, or will timely put in place, before commencement of Contract activities, adequate management systems, procedures, and practices and adequately qualified personal to ensure that it can fulfill its HSE obligations under the contract.

14.2. General HSE Obligations

14.2.1 Contractor undertakes to perform its obligations under the Contract in such a manner as to ensure a healthy and safe work site for its personnel, RICHFIT Personnel and third parties' personnel to avoid damage to the environment and to this end Contractor shall:

(a) Comply with applicable Law in matters of social security or workers compensation insurance, health and safety at work and protection of the environment.

(b) Comply with any applicable HSE permits related to the work.

(c) Comply with these HSE terms, HSE requirements and other HSE obligations set out in the Contract.

(d) abide by good industry practice, considering, the principles set out in the policies adopted by RICHFIT, namely, the "Declaration of Commitment to Health and Safety", "Stop Work Policy and "Environmental Policy" applied by RICHFIT and its affiliates.

(e) Cooperate with RICHFIT and others (other contractors, authorities, etc.), seeking continuous improvement, to ensure that health, safety, and the environment are protected to the maximum extent practicable during the performance of the Contract (e.g., participating in innovative projects on HSE risk prevention and mitigation),

(f) give immediate information to RICHFIT on any issue regarding HSE that could impact, jeopardize, delay, or interfere with the Contract activities.

14.2.2 In the event of a conflict between any of the obligations of Section 14.2.1, Contractor Shall Perform the Contract in the manner that maximizes protection to health, safety and the environment and may consult RICHFIT in the event of such manner is not immediately apparent.

14.2.3 Notwithstanding RICHFIT's level of involvement in matters of health, safety and the environment, the contractor remains liable for any health and/ or safety and/ or environmental damage caused by its personnel or its subcontractors' fault or breach of Contract.

14.2.4 Contractor shall ensure that all its personnel have appropriate personnel identification,





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identifying that the person is personnel dedicated to the activities performed at an RICHFIT assigned work sites and project. Even if entry to the work sites is controlled by RICHFIT, Contractor shall perform its own control to identify its personnel entering on any work site assignment.

14.2.5 At all work sites it is forbidden to:

- (a) Possess or use firearms or ammunition for firearms (except for specifically designated and properly credentialed security personnel),
- (b) Consume or be under the influence of alcohol, narcotics, or illicit psychotropic substances,
- (c) Consume non-prescribed medication or prescribed medication which may influence the safe undertaking of work.
- (d) Engage in disturbances such as fighting, illicit destruction of property etc.

14.2.6 Contractor shall cooperate to remove its personnel found to violate items (a), (b), (c) or (d) of this section.

14.3 HAZARDOUS SUBSTANCES

14.3.1 The Contractor shall supply and use (if provided in the contract) Hazardous materials properly packed and labelled so that the product contained and the risks for the personnel and the environment are clearly identified.

14.3.2 Packaging and labelling shall provide information for safe unloading, storage and handling. Corresponding materials safety datasheet (MSDS) shall accompany all hazardous substances. MSDS, provided in local language, shall include the expected uses, limitation or prescription related to their storage (if any), measures for risk mitigation and disposal instruction, in accordance with Law.

14.3.3 Contractor shall minimize the use of Hazardous materials and shall conduct its activities and causes its Subcontractors to conduct their activities in a manner designed to prevent pollution of the environment or any other release of any Hazardous materials. The Contractor shall provide evidence of the absence of asbestos, oils containing PCB's and the absence of CFC's HCFC's halons, substances with trade restrictions, in the supplied equipment.

14.3.4 Contractor shall submit in advance to RICHFIT a list of all Hazardous substances to be brought onto the work site. RICHFIT reserves the right to approve or reject such Hazardous substances list. In case of rejection, the Contractor and Subcontractors are forbidden to use such Hazardous materials on the work site.

14.4 PROTECTION OF THE ENVIRONMENT

14.4.1 The Contractor undertakes to provide, wherever it is possible and under similar purchasing conditions, Equipment, or materials with eco-label and those with greater energy efficiencies, with a longer service life involving lower costs and less likelihood of waste being generated due to shelf-life expiry and lower final disposal costs. The equipment provided by the Contractor shall protect the environmental quality.

14.4.2 The Contractor will comply with any provision regarding transportation of products/materials according to applicable Law, promptly providing under RICHFIT request a copy of any documents and authorization.

14.4.3 In case of supply of EEE, batteries, packaging, or other products subject to specific HSE regulations, Contractor shall give evidence of all fulfillments required by local law. In particular, in the event the Contract calls for the supply of "EEE" or batteries, the Supplier shall comply with local law, also in relation to the end-of-life management (if applicable):





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14.5 CONSEQUENCES OF BREACHES REGARDING HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

14.5.1 In the event of Contractor breaches and obligations, provided by Law or by the contract, on Health, Safety and Environment protection, the Contractor shall indemnify RICHFIT for any loss or expense that RICHFIT may sustain or incur as a consequence of:

- (a) Any Accident; and/or;
- (b) Any claim or suit brought by the individuals or entities affected by the accidents; and/or,
- (c) Any fine, penalty or sanction imposed by an authority to RICHFIT by reason of the incident.
- (d) Suspend, for a number of days which correspond to the seriousness of the violation- or until the verification of any adjustments or corrective actions taken to address the violation- the execution of any contractual works or a certain activity (depending on the environmental breach) without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- (e) Suspend payment of sums due to the Contractor, to the extent of 10% or as agreed of the amounts accrued at the time of environmental violation, until the Contractor implements the charges to its environment management system as required by RICHFIT.
- (f) Suspend the Contractor and/or its Subcontractors and/or Contractor Affiliates from Qualification Systems.

15. FORCE MAJEURE

15.1. Neither party shall be liable for failure to perform its obligations under PO if such failure results from an event of force majeure, including any act of God, fire, storm, flood, earthquake, volcanic eruption, explosion, war, civil commotion, embargo, strike, or other cause beyond the reasonable control of the affected party.

15.2. In case of force majeure affecting Supplier, the Supplier shall keep Company updated and shall use its best efforts to continue to perform or resume performance of its obligations as soon as possible and to the maximum extent.

16. TERMINATION

16.1. Company shall have the right to cancel any PO with immediate effect and without the need for any judicial action, (i) at any time prior to Supplier's actual or deemed acknowledgement and acceptance of the relevant PO, or (ii) if Supplier is or was in substantial breach of its obligations under these General Terms & Conditions or the relevant PO, or (iii) if Supplier is in default of any obligation under these General

Terms & Conditions or the relevant PO which is capable of remedy and Supplier fails to remedy the default within seven (7) Business Days of notification, or (iv) if Supplier is or becomes insolvent or bankrupt, goes into receivership or liquidation, enters any compromise with Supplier's creditors or suffers any analogous event in any jurisdiction.

Company may at any time terminate this order in whole or in part by written notice to supplier if company determines, in its sole discretion, that its need for the goods to be supplied hereunder is reduced or eliminated or such action is necessary or in the interest of company. Supplier shall immediately discontinue any work being performed in connection with this order except as directed by company. Upon such termination and subject to audit, company shall reimburse supplier for supplier's actual out-of-pocket costs incurred to the effective date of termination and reasonably attributable to this order and such termination costs as may be mutually agreed to. Upon payment of such costs, company may, at its sole option, require the supplier to deliver the goods which were to have been supplied hereunder in the state of completion such goods were in on the date of termination of this





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order. If company elects to take delivery of the goods as aforesaid, title and risk of loss thereto shall pass to company upon delivery of the goods to company.

17. COMPLIANCE WITH LAWS

17.1. Supplier represents and warrants that it will comply with all Laws pertaining to its performance of its obligations under these General Terms & Conditions and related PO(s). The Supplier also affirms to use only legitimate and ethical business practices and shall comply with all applicable Laws and Company policies relating to anti-corruption and/or prohibiting the payment of bribes, including SCOC.?

17.2. Company may immediately suspend or terminate PO in whole or in part if it believes, on reasonable grounds, that Supplier has breached this clause.

18. ARBITRATION

18.1 Any dispute or difference between the parties as to the performance of this Supplier the rights or liabilities of the parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be settled by Beijing Arbitration Commission in accordance with the Rules of the Beijing Arbitration Commission. The parties hereto shall agree on three (3) arbitrators, one (1) to be appointed by each party and a presiding arbitrator to be jointly appointed by the two arbitrators. In the event of agreement upon the Umpire cannot be reached, he/she shall be appointed by the Chairman of BAC. Arbitrators shall not be appointed from an employee of either party or one who is in any way financially interested in this Purchase Order.

18.2 Venue of arbitration shall be Beijing, China. Nevertheless, venue could be changed to any other place unanimously agreed upon by the parties. The language to be used in the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be borne equally by or as otherwise determined by the arbitration award.

19. COMPLIANCE WITH LAWS

19.1 Supplier shall comply with any applicable laws and regulations including, without limitation, all environmental and occupational health and safety laws and regulations imposed by governmental bodies or agents, and safety and security regulations imposed by COMPANY. Supplier shall ensure that its employees, subcontractors, and agents are made aware of and comply with these laws and regulations while on the premises of COMPANY and shall furnish COMPANY with such evidence of compliance as COMPANY may reasonably require from time to time.

20. INDEPENDENT CONTRACTOR

20.1. It is mutually agreed and understood by the parties hereto that Supplier is an independent contractor, and nothing contained in this order or otherwise nor any past relationship or course of dealings between the parties shall be construed as establishing a relationship of principal and agent, master and servant or employer and employee.

20.2. Supplier, in keeping with its independent status, shall cause itself and any of its employees when applicable, to be registered with the appropriate government agencies for the purposes of worker's compensation, unemployment insurance and Income Tax, etc.

21. GOVERNING LAW

21.2. These General Terms & Conditions and all PO(s) shall be governed by the applicable federal laws of the UAE.





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22. GENERAL CONDITIONS

- 22.1. No delay or failure to act shall be considered a waiver. No waiver is effective unless it is in writing.
- 22.2. A waiver of a breach is not a waiver of any other breach Nothing in these terms evidence any employment relationship, partnership, joint venture, or agency.

