

DAMAR[®]

PO Box 151

Aurora, MO 65605

Ph: (800) 238-9080 Fx: (877) 608-0597

TERMS AND CONDITIONS

1. Extension of Credit (applicable to charge accounts)

- A. Submission of a completed Credit Application and Agreement ("Agreement") in no way guarantees extension of credit. Applicant/Purchaser ("Buyer") understands and agrees that the amount of credit extended, if any, is at the sole and absolute discretion of Damar Worldwide ("Vendor"). Credit extended by Vendor may be modified, withdrawn or amended by Vendor at any time without notice. Changes in Buyer's business status such as incorporation shall not change the Buyer's liability with Vendor unless the Buyer has completed and submitted an updated, accepted Agreement.
- B. Buyer represents and warrants that any and all information furnished to Vendor in connection with Buyer's request for credit or services (including but not limited to any information regarding Buyer's financial situation) is true and correct.
- C. A request for credit report or report to a credit bureau may be made in connection with this application. Buyer authorizes Vendor, any credit bureau, any credit reporting agency employed by Vendor or any agents of Vendor to investigate the references provided or any other statements or data obtained from the Buyer, or any of the listed principals or officers, for the purpose of this application.
- D. Vendor, at its sole and absolute discretion, may determine that Buyer's financial condition or magnitude of order requires full or partial payment prior to manufacture or shipment.
- E. Vendor reserves the right to withhold shipments or suspend performance if any portion of Buyer's balance is past due.
- F. If any payment is not made in a timely fashion by Buyer, any other unpaid accounts and/or balances with Vendor shall at Vendors sole and absolute option be declared and become fully due and payable immediately.
- G. Vendor's decision or action to: restrict access to product, suspend performance or take any other corrective measures, which may or may not involve a restriction of any sort due to the following matters regarding the Buyer (whether real or perceived): a credit concern (solvency, etc), Buyer's failure to make payments when due or Buyer's failure to fulfill any obligation designated herein. This shall not constitute a termination or breach of this agreement or a release on Buyer's part from any obligation contained herein.

2. Communications

The Buyer agrees to allow faxing and/or e-mailing of invoices, statements and advertisements. Should Buyer for any reason refuse to accept or request that fax or e-mail communication cease then Buyer hereby expressly waives all rights and/or expectations of notices or communications from Vendor.

3. Quotations

- A. All quotations expire 30 days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.
- B. Errors and omissions in quotations are subject to correction by Vendor.
- C. Should a supplier or service provider of Vendor renege on or otherwise fail to perform according to the assurances whether price related or otherwise or that it provides to Vendor, Buyer agrees to hold Vendor completely harmless for failure to perform. Vendor will always however, in any such situation, make its best effort to quickly find a reasonably equivalent and competitive alternative.
- D. Vendor will not honor verbal quotations. Upon request, quotations will be provided in writing.

4. Orders

- A. All cancellations must be submitted to the sales department in writing and then must be followed by telephone confirmation of receipt. Cancellations shall not be authorized for orders which have already shipped either from Vendor or Vendor's supplier(s).
- B. Cancellations shall not be authorized for special orders, items which are made to order or are not normally stocked by Vendor. Partial or full payment may be required prior to a special order being processed.
- C. No order shall be assigned by the Buyer without the express written consent of the Vendor.
- D. Shipping and/or delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Reasonable delays shall not be grounds for cancellation of orders or refund of payment.
- E. Claims for any nonconforming good must be made by Buyer in writing within ten (10) days of Buyer's receipt of goods and must state with particularity all material facts concerning the claim then known to Buyer.

Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such goods by Buyer, and a waiver of any right to reject or revoke acceptance of such goods.

5. **Taxes**

- A. The amount of any present or future sales, use, excise or other tax due which is applicable to any sale between Vendor and Buyer shall be paid exclusively by the Buyer. Buyer agrees that Vendor shall never be responsible for paying any taxes on its behalf.
- B. In the case that the Buyer asserts that they are tax-exempt the Buyer shall provide Vendor with a tax-exemption certificate deemed acceptable by the incumbent taxing authorities.
- C. Under penalty of perjury Buyer promises that all purchases made under their tax exempt account will be used solely and exclusively by the Buyer's tax exempt entity and shall be used solely and exclusively for a tax exempt purpose.
- D. Buyer understands and agrees that failure on the Buyer's part to pay any taxes which are required by any taxing authority that pertain to any transaction with Vendor may result in this failure being reported to a/the taxing authority(ies) as required by law.
- E. Under penalty of law Buyer agrees and promises to report all purchases which are not made by a tax exempt entity or for a tax exempt purpose, for which Vendor was not required to collect any taxes, to the pertinent taxing authorities and pay any applicable taxes (e.g. "use" taxes) as required by law.

6. **Shipping**

- A. **Freight-Allowed (Prepaid) Shipments:** If the remittance for an order where the freight is allowed is not received in full within terms the freight charges shall no longer be allowed. Buyer shall be responsible for freight charges applicable to orders which are modified to a value below the freight allowed amount. Freight allowed shipments shall be made via the carrier of Vendor's choice. If the Buyer requires shipment via a specific carrier additional charges may apply.
- B. **Special Handling and/or Packaging:** Any unusual expense incurred for including, but not limited to special handling, inside delivery, job sites, COD charges, residential delivery, security inspections/compliance, tariffs, importation/exportation or special packaging methods and/or packaging materials required by buyer shall be the sole and absolute responsibility of the buyer.
- C. **3rd Party/Collect Shipments:** For 3rd party and collect shipments additional charges may apply. These charges may include but shall not be limited to the cost of wooden pallets, strapping or special packaging materials/requirements. We regret to inform you that we will not file any freight claims for shipments shipped via 3rd party or collect shipping.
- D. **Damages and Shortages:** All Vendor's merchandise is packed with great care by experienced packers. Vendor will file damage claims for Buyer on prepaid or prepaid & add shipments. However, in all other instances, unless otherwise noted, all sales of goods are made FOB shipping point, and in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Vendor's responsibility for safe delivery ends once the freight carrier accepts the merchandise. All claims for goods damaged in transit are Buyer's sole responsibility when not delivered by Vendor's truck. However, this is only if the following requirements are met:
 - i. **Parcel Shipping:** If a shipment is damaged or short upon receipt, accept the package and report the damage or shortage to us within 24 hours of said receipt. Upon receipt of your report further steps will be provided for each individual shipment. DO NOT dispose of the packaging or the product as the shipper may require inspection of the shipment.
 - ii. **Truck Freight:** If a shipment is damaged or short upon receipt, notate the damage or shortage in detail on the freight bill before it is signed by the delivering driver (for example: "15pcs F32T8/841 broken out of 1 case of 25"). After notation is made on the Bill of Lading the truck driver must then sign it.
 - iii. If these steps are not followed, we regret to inform you that filing a claim on your behalf will not be possible. Please contact the carrier directly to file your damage claim.

7. **Pricing, Payments and The Costs and Results of Collection**

- A. Payment terms for charge accounts, unless otherwise agreed upon by Vendor in writing, shall be 30 days net from the invoice date.
- B. Unless otherwise agreed upon by Vendor in writing, prices, and pricing policies will be those set forth in Vendor's current pricing and pricing policies in effect at the time of shipment. Retainage shall not apply, and Buyer shall not hold back any retainage from Vendor, even if retainage is part of any contract between Buyer and any other party.
- C. Credit Card sales are billed at time of purchase.
- D. Buyer expressly represents that it is solvent and in good standing and current with all governmental and taxing authorities at the time it places any order with Vendor.
- E. Buyer is responsible for additional applicable shipping and handling charges, taxes and duties.
- F. Buyer agrees that by making payment by check Buyer authorizes Vendor to represent any checks electronically (e.g. via ACH "Automated Clearing House"). Buyer authorizes any account controlled by Buyer

which has been used to make payment previously either by check, ACH or wire transfer or as such information has been provided by Buyer to Vendor to be debited and/or credited by Vendor or its designated Agent. This authorization also applies to any new or updated account information provided to Vendor by Buyer or Buyer's representative or agent at a future date.

- G. There shall be a \$30 service charge assessed for each returned check presented to Vendor. Buyer agrees that by making payment by check Buyer authorizes Vendor, its agent Domino Management Services LLC or other Agent as selected by Vendor to represent any returned checks electronically (e.g. via ACH "Automated Clearing House") and initiate a separate debit for a \$30.00 return fee or legal limit whichever is less. By paying by check Buyer is affirming that it understands and agrees to this Check Return Policy.
- H. Vendor strives to maintain a competitive up to date pricing structure. However, from time to time due to unforeseeable circumstances price changes are unavoidable and may be put into effect with little advance notice.
- I. At Vendor's sole and absolute discretion either interest at 1 1/2% per month (18% per year) or the maximum legal rate shall be charged on past due accounts. Buyer agrees to pay all cost of collection including but not limited to court costs, attorney fees and any agency or contingency fees.
- J. All transactions are made using USD(\$).

8. Refunds & Returns

- A. Refunds on orders which were paid via check or money order shall not be issued until 14 business days from the date of original check deposit.
- B. Refunds on orders which were paid via cash or check where the refund amount exceeds \$50.00 shall be mailed to Buyer in the form of a check.
- C. Refunds on orders which were paid via credit card shall only be applied to the original credit card.
- D. Merchandise which has been installed and/or wired is non-returnable.
- E. Refunds are only issued Monday through Friday during normal business hours.
- F. Merchandise may not be returned without the prior written authorization of Vendor. Request for permission to return must be made within 30 days of the receipt of shipment. All merchandise returned without prior authorization shall be refused. **Note:** contact your sales associate to request the return materials authorization form that must accompany your return.
- G. Return Material Authorizations (RMAs) once issued shall only remain valid for a period of 60 days.
- H. Only full, unopened cartons in resalable condition shall be considered for return. Returns shall not be considered or authorized for special ordered product.
- I. All returned merchandise is subject to all of the following: a 25% restock charge, any freight charges incurred, expenses to repair or repackage said product or any expenses incurred by Vendor from its Vendor as a result of the cancellation.
- J. Any and all goods ordered from Vendor which are Buyer specific and/or non-returnable to Vendor's vendor(s) are subject to a restocking/cancellation fee of 100% of the order value.
- K. Remember: in order to ensure that your return is received undamaged and processed in a timely manner please properly package and label your return according to UPS/FedEx packaging guidelines and with the RMA number clearly written on the outside of the package. Returns which are damaged will not qualify for credit.

9. Credit Balances

- A. Vendor maintains two different types of credit balances
 - i. **Store Credit Balance (Store Credit)** - This credit balance may be applied exclusively to outstanding balances or future purchases but is not available for cash or equivalent refund.
 - ii. **Open Credit Balance** - This may be applied exclusively to outstanding balances, future purchases or may be refunded as long as the refund is requested within one-hundred eighty (180) days from the date the credit was issued.
- B. The most effective and efficient way to use credit balance is to apply them to outstanding balances when making payment. However, per standard accounting procedure Vendor will not apply outstanding credit balances arbitrarily without Buyer's instructions or confirmation as so doing will cause Buyer's and Vendor's records to fall out of accord. Inconsistent records between Buyer and Vendor will very likely result in additional inconsistencies such as over-payments, double payments and the like. Due to this possibility Vendor will make a reasonable effort to contact Buyer to not only make Buyer aware of the existence of the credit balance, but also to determine which outstanding balance Buyer would like the Credit balance applied to.
- C. Vendor may at its option, after one-hundred eighty (180) calendar days from the date the credit was issued and after making reasonable effort to contact Buyer, choose to apply outstanding credit balances to existing open balances for the purpose of settling outstanding balances.
- D. Refunds for Open Credit Balances shall be subject to a \$15.00 processing fee.
- E. "Open Credit Balance(s)" which are posted for any reason by any method against the Buyer's account shall remain for a period of one-hundred eighty (180) calendar days from the date the credit is issued. After a

period of one-hundred eighty (180) calendar days from the date the credit was issued has passed the "Open Credit Balance" will change to a "Store Credit Balance."

F. "Store Credit Balances" do not expire.

10. **Exportation**

Buyer shall not name Vendor as shipper or exporter of record in connection with the export of any goods purchased from Vendor.

11. **Buyer is Not a Consumer**

A. Buyer represents, warrants, certifies, promises, understands and agrees to all of the following in this paragraph:

- i. Because business accounts are not established for individual consumers but are only opened for commercial customers, all purchases made from Vendor and any credit extended hereunder will be used solely for business and commercial purposes.
- ii. Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local) and as such Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and Federal, State and Local laws pertaining to "consumer" rights.

12. **Submissions**

All remarks, suggestions, ideas, graphics, or other information communicated to Vendor through Vendor's site(s) and any other World Wide Web site owned, operated, licensed, or controlled by Vendor or any of its related, affiliated, or subsidiary companies (together, the "Submission") will forever be the property of Vendor. Vendor will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Vendor operations. Without limitation, Vendor will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Except as noted below in this paragraph, Vendor will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. Personally identifiable information that may be received at this site is provided voluntarily by a visitor to this site. This information is for internal purposes only and is not sold or otherwise transferred to third parties of Vendor or to other entities who are not involved in the operation of this site. You acknowledge that you are responsible for whatever material you submit, and you, not the Vendor have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

13. **WARRANTY/DISCLAIMER**

A. The material in Vendor's website could include technical inaccuracies or typographical errors. Vendor may make changes or improvements at any time. **THE MATERIALS VENDOR'S SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. VENDOR DOES NOT WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF INCLUDING BUT NOT LIMITED TO VIRUSES OR OTHER HARMFUL COMPONENTS. VENDOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT VENDOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.**

B. Products should only be used in appropriate equipment designed and constructed for use with said products. Improper or abnormal use or use in defective equipment voids all warranty. In the case of defective material or workmanship, Vendor shall at its sole and absolute option, repair or replace. **THE WARRANTY AND REMEDY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND EXCLUDE ANY OTHER WARRANTY OR REMEDIES. VENDOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITY OR TO GRANT ANY ADDITIONAL WARRANTY. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM VENDOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR PRINCIPALS ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES ARISING FROM BUYER'S USE OF ANY SERVICES OR PRODUCTS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO BUYER'S USE OR RESALE OF THE SERVICES OR PRODUCTS INCLUDING, BUT NOT LIMITED TO BUYER'S RELIANCE UPON OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR COMMUNICATION. VENDOR'S MAXIMUM LIABILITY ON ANY CLAIM OF ANY KIND**

WHICH ARISES FOR ANY REASON FOR ANY LOSS OR DAMAGES ARISING AS A RESULT OF ANY PRODUCTS, INFORMATION, COMMUNICATION OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE CASE THAT NO SALE OR USE OF PRODUCT(S) OR SERVICES HAS TAKEN PLACE ONE-HUNDRED DOLLARS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, VENDOR'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

- C. This website may contain links to external sites. Vendor is not responsible for, and has no control over, the content of such external sites. You understand that Vendor cannot and does not guarantee or warrant that files or software of any kind, or from any source, available for downloading through this website, will be free of dangerous content including but not limited to: infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties.
- D. Vendor does not guarantee that the goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Vendor's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Vendor's goods will be accepted on any specific job. When Vendor offers substitute goods on any proposal, Buyer is solely responsible for confirming their acceptability. **BEFORE BUYER USES OR INSTALLS ELECTRICAL OR LIGHTING PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS AND TO HEED SUCH. NOTHING VENDOR SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. ALL ELECTRICAL PRODUCTS SHOULD BE INSTALLED BY A PROFESSIONAL LICENSED TO PERFORM THE NECESSARY WORK BY YOUR JURISDICTION. ALL ELECTRICAL AND LIGHTING SYSTEMS SHOULD BE DESIGNED BY A QUALIFIED ENGINEER WHICH SPECIALIZES IN THE SPECIFIC NEEDS OF YOUR APPLICATION.**

14. Intellectual Property

Material from Vendor's site(s) and any other World Wide Web site owned, operated, licensed, or controlled by Vendor or any of its related, affiliated, or subsidiary companies may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Vendor EXCEPT: you may download one copy of the material on one computer for your use only, provided you do not delete or change any copyright, trademark, safety, legal, regulatory or other proprietary notices. Modification or use of the materials for any other purpose violates Vendor's intellectual property rights. The material in this site is provided for lawful purposes only. If you download software from Vendor's site, the software, including all files, documents, images, contained in or generated by the software, and accompanying data (together, the "Software") are deemed to be licensed to you by Vendor. Neither title nor intellectual property rights are transferred to you, but remain with Vendor, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software or documents to a human perceivable form.

15. Privacy Policy

- A. Vendor's Commitment To Privacy
 - i. Your privacy is important to us. To better protect your privacy we provide this notice explaining Vendor's online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.
- B. The Information We Collect:
 - i. This notice applies to all information collected or submitted on the Vendor's website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are:
 - Name
 - Address
 - Email address
 - Phone number
 - ii. On some pages, you can submit information about other people. For example, if you order merchandise online and want it sent directly to the recipient, you will need to submit the recipient's address. In this circumstance, the types of personal information collected are:
 - Name
 - Address
 - Phone Number (etc.)
- C. The Way We Use Information:

- i. We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete and order or collect payment for any balance.
 - ii. We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.
 - iii. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.
 - iv. Information you submit on Vendor's website may be used to contact you regarding future offers and promotions as well as to resolve outstanding issues or complete existing orders.
 - v. We use non-identifying and aggregate information to better design our website and to share with advertisers.
 - vi. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.
- D. Vendor's Commitment To Data Security
- i. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.
 - ii. **VENDOR SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN THE COURSE OF NORMAL BUSINESS, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND VENDOR HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.**
- E. How You Can Access Or Correct Your Information
- i. You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error.
 - ii. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.
- F. How To Contact Us
- i. Should you have other questions or concerns about these privacy policies, please contact us via the information provided on the home page or on the "Contact Info" page of the site.

16. **Jurisdiction**

- A. **GOVERNING LAW.** The laws of the State where the Vendor's office that issues the invoice resides, excluding its conflicts of law rules, shall govern these Terms and Conditions. Buyer further agrees that any action to enforce a judgment may be instituted in any jurisdiction. **THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY AGREE AND CONSENT TO VENUE IN THE STATE COURTS SITUATED IN LAWRENCE COUNTY, MISSOURI, AND/OR FEDERAL COURTS LOCATED IN GREENE COUNTY, MISSOURI, TO THE EXCLUSION OF ANY OTHER VENUE SITE, OR ANY ACTION OR LAWSUIT BROUGHT, RELATING TO, OR ARISING UNDER THIS AGREEMENT AND/OR ANY TRANSACTION GOVERNED BY THIS AGREEMENT. BUYER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OR ANY SUCH ACTION OR PROCEEDING BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.**
- B. **TO THE EXTENT ALLOWED BY LAW, BUYER WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT UPON, OR BY REASON OF, THIS AGREEMENT.**
- C. Some software from this site may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported or reexported: (a) into or to a national or resident of any country to which the U.S. has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, or Yugoslavia; (b) to everyone on the US Treasury Department's Specially Designated Nationals list, or (c) the US Commerce Department's Table of Denial Orders. If you download or use the Software, you represent and warrant that you are not located in, or under the control of, or a national or any such country or on any such list.

17. In the case that any provision of this Agreement is determined to be unlawful, void, invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions of the Agreement.
18. Buyer understands and agrees that all written documents between them be prepared in the English language only and such language shall be the governing language.
19. Any assignment of the responsibilities, rights or obligations hereunder by the Buyer without the written consent of Vendor shall be void.

20. All references as used herein shall include male and female, singular and plural, and successors or assigns in the use of a corporation, partnership, individual or entity in any place or places herein in which the context may require or permit such substitution, substitutions or designations.
21. This writing contains the full, final and complete statement of the agreement between Vendor and Buyer. No terms and conditions other than those stated herein, and no other agreement or understanding in any way purporting to modify these terms and conditions shall be binding on Vendor unless said agreement or understanding is issued in writing by and signed by Vendor's President.
22. Vendor reserves the right to alter or amend these terms and conditions at its sole and absolute discretion by giving notice of the same to Buyer.
23. All rights and remedies of Vendor are cumulative and not alternative.
24. Waiver by Vendor of any terms or conditions of this contract or waiver of any breaches thereof either by conduct or otherwise shall not be construed as a waiver of any other/further terms, conditions, or breach.
25. Vendor shall be held liable or held responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Vendor's reasonable control, including, without limitation, fire, floods, earthquakes, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts, acts of God, government acts, or any other cause beyond the reasonable control of the Vendor (hereinafter a "Force Majeure").
26. So long as any outstanding orders, quotations, balances, ongoing matters or unresolved matters exist this agreement shall continue. Otherwise, if no orders are placed for a period of twenty-four (24) months Buyer's credit limit with Vendor shall be reduced to zero. In this event, in order to continue to transact business with Vendor, Buyer may be required to execute and submit an updated credit application for credit.