



TERMS AND CONDITIONS

1. **Acknowledgement/Acceptance.** The Terms & Conditions herein stated are a part of the consideration hereof and it is expressly understood that if such Terms & Conditions were not accepted and agreed to by Buyer (shown on the reverse side hereof) a greater cash consideration would be charged by Polyflow, LLC (and any of its parent, subsidiary, operating divisions, or affiliated companies) (the “Seller”) for the goods and services provided to Buyer. No agreement or modification hereof shall be effective unless in writing and executed by an officer or otherwise authorized representative of each party. Sale or lease of any goods or services is expressly conditioned on Buyer’s acceptance of these Terms & Conditions. No acceptance which varies these Terms & Conditions or proposes additional terms is effective. Any additional or different terms proposed by Buyer in any document (including any purchase order, invoice, work order, or any other document) are objected to and rejected and will not be binding upon Seller unless agreed to in writing by Seller. These terms and conditions supersede all prior terms and conditions and shall be the sole terms and conditions which apply to any sale, lease, or other furnishing of goods or services. Seller's performance of any work shall constitute acceptance by Buyer of these terms and conditions (sometimes referred to herein as “Agreement”).

2. **Payment.** Unless otherwise agreed, payment is due within thirty (30) days of the date of invoice. Buyer shall pay interest at the rate of one and one-half percent (1.5%) per month (18% per annum) from the date payment becomes due to the date paid Seller shall have the right to suspend the fulfillment of any current, incomplete or future orders until Buyer has paid all past due amounts. If Buyer fails to pay for leased goods, Seller may repossess such goods without notice or legal process.

3. **Cancellation.** Prior to delivery, Buyer may terminate an order upon thirty (30) days written notice to Seller and Seller consents in writing to such cancellation, which shall not be unreasonably withheld. Except when the order is cancelled by Seller as provided for herein, Buyer agrees to pay a minimum charge of 25% of the order amount on standard items. Higher cancellation charges may apply. Special orders may not be cancelled. The cancellation fee for items made to order will be determined on a case by case basis in Seller's sole discretion, and Buyer agrees to pay up to 100% of the order amount if cancellation is allowed. Seller may terminate or cancel any order of Buyer in the event of (a) Buyer’s material breach of the Terms & Conditions; or (b) upon Buyer becoming insolvent, bankrupt, or entering into receivership, administrative receivership, administration or liquidation whether compulsory or voluntary (except liquidation for the purposes of reconstruction or amalgamation).

4. **Return of Goods.** Non-defective goods may not be returned without prior written agreement of Seller (goods found to be defective will be subject to the warranty and remedies expressed in Article 8 herein). As a condition to return, all returns must be requested within thirty (30) days of delivery and be undamaged, appropriate for re-sale, and in new condition. In the event Seller agrees to a return, Buyer agrees to make Seller whole, and to pay all shipping charges and a minimum restocking charge of 25% of the invoice amount. Higher return fees may apply. Under no circumstances may any goods be returned that are used, damaged, specially ordered or manufactured, or not regularly stocked by Seller.

5. **Taxes/Other Charges.** Buyer shall pay any federal, state, local, sales, use, excise or similar taxes, duties, fees or other charges, which Seller may be required to pay or collect, under any existing or future law upon or applicable to the sale, purchase, lease, furnishing, manufacture, processing, transportation, delivery, storage, use or consumption of Seller’s goods or services. If Buyer delivers goods to Seller for inspection and repair and Buyer elects not to repair, if requested by Seller, Buyer shall remove such equipment from Seller’s premises within ninety (90) days of delivery to Seller. Buyer agrees to pay Seller’s storage charges for any equipment remaining on premises after the expiration of such ninety (90) day period.

6. **Delivery/Risk of Loss/Title.** All sales are FOB Seller’s facility and shall constitute full and final delivery as provided in INCOTERMS 2010, unless otherwise agreed in a writing signed by Seller and Buyer. Title and risk of loss shall pass to Buyer upon delivery. Seller shall retain title to all leased or rented goods. Buyer shall bear all risks and expenses for all returns, including but not limited to freight, insurance, packaging, materials and/or labor



resulting from rejection or correction of the goods furnished hereunder.

7. **Shipping/Delay.** Shipping dates and schedules are subject to prior orders received, availability of adequate labor and equipment and to other unavoidable contingencies as set forth in Article 9 herein. Dates of delivery are estimates only and are dependent upon prompt receipt by Seller of materials and information necessary, in Seller's sole discretion, to proceed with the work. Seller does not warrant or, in any other way, guarantee delivery dates. Seller reserves the right to choose the facility from which it ships goods to Buyer.

8. **Limited Warranty.**

(a) Subject to the limitations set forth in these Terms & Conditions, Seller warrants (1) its goods sold new shall be free from defects in workmanship or material for one (1) year from delivery; and (2) leased goods to be in good condition upon delivery, and (3) repairs on goods to be free from defects in workmanship or material for six (6) months from delivery (but only as to the material or component repaired by Seller). Seller's sole and exclusive liability for breach of this warranty is expressly limited to, at Seller's sole option, the repair or replacement, FOB Seller's facility or on location, of the good which proves to be defective during the warranty period. Buyer shall pay for repairs or damage to equipment caused by Buyer and all freight charges and mileage.

(b) Seller does not guarantee the results of services because of the nature of the work and unpredictable conditions. Seller warrants the services performed hereunder for a period of thirty (30) days. Seller's liability for breach of this warranty, and Buyer's sole and exclusive remedy, is expressly limited to, at Seller's sole option, the re-performance of services which prove to be defective during the warranty period or a refund of the consideration paid for the services. If Buyer fails to make any such warranty claim within thirty (30) days after completion of the services, Buyer hereby waives and releases Seller from any and all claims it may or does have with respect to such services.

(c) Goods furnished by Seller but not manufactured by Seller will carry only the warranty of the manufacturer of the product, if any. Seller does not warrant any product not manufactured by Seller, but will use reasonable efforts to assign any manufacturer's warranty or guarantee to Buyer.

(d) These warranties and remedies are conditioned upon: (a) the proper storage, installation, operation, and maintenance of the product, in accordance with the manuals and information provided by or available from Seller or its suppliers or vendors; (b) Buyer keeping accurate records of the operation and maintenance of the product during the warranty period and providing such records to Seller on request; (c) modification or repair of any product only as authorized by Seller, (d) Buyer promptly notifying the Seller of any defect in writing during the warranty period, and (e) Buyer keeping such goods or the results of services in a condition that can be examined by Seller and, upon request by Seller, returning the product to a facility designated by Seller for testing and inspection. Any repaired or replaced good shall have an additional one (1) year warranty from the time the repaired or replaced good is delivered to Buyer but only as to the components or parts repaired or replaced.

(e) These warranties shall not apply (i) if the product or result of service had been subject to misuse, negligence, modification, or use other than as specified by Seller, (ii) if Buyer uses the goods with components which are not manufactured or approved by Seller, (iii) if the product does not perform or requires replacement due to normal wear and tear, and (iv) if the designer any part of it was provided by Buyer or Buyer's behalf to Seller.

(f) This section provides the exclusive remedy for all claims based upon a failure of or defects in goods or services, whether the failure or defect occurs during the warranty period, and whether a claim is based upon contract, warranty, indemnity, tort, extra-contractual liability (including negligence), strict liability, or otherwise. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, TEND, WRITTEN, ORAL, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.**

9. **Force Majeure.** Force Majeure shall mean any act or event which is outside the reasonable control of Seller or Buyer including, without prejudice to the foregoing generality, act of God or nature, inclement weather, epidemic, flood, tidal wave, explosion, volcanic ash, lightning, earthquake, hurricane, war (whether declared or not), terrorist acts, riots and strikes and industrial action, theft of equipment, civil and military disturbance and acts of government



or governmental authority or of representative thereof, or a failure of the same to act, which could not have been reasonably anticipated or controlled, which makes performance impossible or impracticable. If either Party is prevented from or delayed in performing its obligations hereunder as a result of Force Majeure (other than obligations to make payment, indemnify, maintain insure and/or confidentiality), such prevention or delay shall not be considered a breach of the Agreement, but shall for the duration of such event, relieve the Parties of their respective obligations under the Agreement.

10. Limitation of Liability.

(a) The total liability of Seller for any loss or of any kind to Buyer, Buyer's property, or any other person or person's property, from Seller's product or services' failure to conform to any specification, breach of warranty, negligence or other failure to conform to any standard of care, strict liability, or patent infringement, shall not exceed 100% of the price for goods and services as stated in the order. If Seller uses goods of other manufacturers or suppliers in Seller's goods, and such goods are defective, Seller's liability shall exist only to the extent that Seller is able to recover from such manufacturer or suppliers for such defects. This limitation of liability shall apply regardless of whether a loss or damage is caused by the sole, joint, or concurrent fault or negligence of Seller or third parties or is based upon contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability, or otherwise. Buyer hereby releases Seller from all other claims, losses and damages associated with the goods or services provided by Seller.

(b) **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS (DIRECT OR INDIRECT) INDIRECT, INCIDENTAL, CONSEQUENTIAL (DIRECT OR INDIRECT), PUNITIVE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, PHYSICAL HARM, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITIES), ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE UNDER THIS AGREEMENT, WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY DEFECT IN THE PREMISES, PRE-EXISTING CONDITIONS, PATENT OR LATENT, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.** For the purposes of this Agreement the expression "CONSEQUENTIAL LOSS" shall mean consequential, incidental, indirect, special or punitive damages, including but not limited to, lost profits or anticipated profit, loss of use, loss of revenue, downtime and any costs or day rates associated with such downtime including costs and day rates of other contractors, suppliers, vendors or other third parties, and delay damages and any costs associated with any such delays and similar costs, including liquidated damages except as otherwise agreed to by the parties in writing, however arising whether such damages are deemed direct, indirect, consequential, or otherwise and whether or not such damages were foreseeable at the time of entering into these the Terms & Conditions

(c) Notwithstanding any provision to the contrary elsewhere in these Terms & Conditions and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the Terms & Conditions, the Seller shall save, indemnify and hold the Buyer harmless from the Seller's own CONSEQUENTIAL LOSS and the Buyer shall save, indemnify and hold the Seller harmless from the Buyer's own CONSEQUENTIAL LOSS, arising from, relating to or in connection with the performance of, or failure to perform, the Terms & Conditions.

11. INDEMNITY/RELEASE.

(a) BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED USER, BUYER'S USE OF THE GOODS IS SUBJECT TO THE SOLE DISCRETION AND CONTROL OF BUYER, AND BUYER IS IN THE BEST POSITION TO KNOW IF THE PRODUCT IS APPROPRIATE FOR USE UNDER THE CIRCUMSTANCES.

(b) EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, BUYER HEREBY ASSUMES (AND SELLER DISCLAIMS) ANY LIABILITY FOR BUYER'S USE OF THE



GOODS. BUYER RELEASES SELLER AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, THEIR AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS AND INSURERS ("SELLER GROUP"), FROM ALL DEMANDS, CLAIMS, PROCEEDINGS AND SUITS OF ANY KIND (HEREAFTER "CLAIMS"), AND ALL DAMAGES, JUDGMENTS, LIABILITIES, FINES, PENALTIES, ASSESSMENTS AND LOSSES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF WELL, RESERVOIR/UNDERGROUND DAMAGE, LOSS OF OIL, GAS OR OTHER MINERALS, DAMAGES AND EXPENSES DUE TO BLOW OUT, AND DAMAGES OR EXPENSES DUE TO POLLUTION, ATTORNEYS FEES, EXPERT WITNESS FEES, EXPENSES AND OTHER COSTS OF LITIGATION (HEREAFTER "LOSSES") ASSERTED AGAINST OR INCURRED BY SELLER GROUP BY REASON OF, ARISING OUT OF, OR IN ANY WAY RELATED TO BUYER'S USE (OR ANY SUBSEQUENT END USER'S USE) OF SELLERS GOODS, SERVICES OR PRODUCTS, REGARDLESS OF WHETHER OR NOT THE CLAIMS OR LOSSES ARE CAUSED BY OR RESULTS FROM THE ACTUAL OR ALLEGED NEGLIGENCE, STRICT LIABILITY, FAULT OR OTHER WRONGFUL CONDUCT OF SELLER GROUP AND/OR ANY OTHER PERSON, OR ENTITY, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EVEN IF BUYER IS WITHOUT ANY LEGAL FAULT OF ANY KIND.

(c) Conspicuousness. BUYER AND SELLER EXPRESSLY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE INDEMNITIES AND DISCLAIMERS OF WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS."

12. **Insurance.** Buyer agrees to maintain general liability insurance providing coverage for the indemnity obligations in this Agreement. Such insurance shall be endorsed to provide (i) it is primary to the Seller's insurance and (ii) it waives subrogation against the Seller, its parent, subsidiary and affiliated companies, and its agents, servants and employees.

13. **Change of Design.** Seller expressly reserves the right to change or modify the design and construction of any of its goods without obligation to furnish or install such change or modification on goods previously sold and make substitutions and modifications to its goods or services, so long as the changes do not adversely affect the performance of those items.

14. **Patents.**

(a) Seller agrees to indemnify and hold harmless Buyer from and against all claims, suits, and costs of patent infringement related to goods or services provided by Seller, expressly subject to the following conditions: (i) Buyer must promptly notify Seller in writing upon receipt of any claim for infringement or service of any suit for infringement, (ii) Buyer must make no admission of liability and must unconditionally afford Seller the opportunity, at Seller's sole option and expense, to answer such claim or suit, assume control of the defense, and settle, compromise, or try such matter as Seller sees fit, (ii) Buyer must provide Seller with full disclosure and assistance that may reasonably be required to defend and claimer suit.

(b) This indemnity shall not apply to (i) any product not manufactured by Seller, (ii) any product specially made, in whole or in part, to Buyer's design specifications, (iii) any product used in combination with other goods or materials in such a manner that the combination (and not the product manufactured by Seller) is the basis for the claim of infringement, (iv) any product for which Seller has offered an update or change, which would prevent the claim or suit, and (v) any product that has been altered, modified, or revised by Buyer.

(c) Seller may, at its option, (i) procure for Buyer the right to continue using the product or service, (ii) modify or replace it in whole or in part to avoid infringement, or (iii) take back the product or discontinue service and refund any fees received by Seller for the infringing product or services.

(d) This indemnity is in lieu of any other warranty or indemnity, express or implied, with respect to infringement and states Seller's entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for goods and services.

15. **Confidentiality.** Information regarding Seller's services, equipment, goods, and materials will be held by Buyer in confidence, and may be released to others only upon written approval of Seller or when required by law. This provision shall not apply to information that (i) becomes generally available to the public other than through disclosure by Seller; (ii) is already known to Buyer; (iii) becomes publicly known through no wrongful act of Buyer, but only to the extent made public; or (iv) is independently developed by Buyer without breach of these Terms & Conditions. Seller retains all rights to all designs, engineering details, and data concerning the goods and services provided, unless such



designs, engineering details and data are supplied solely by Buyer, and nothing herein shall grant Buyer a license under any invention, patent, trademark or copyright newer hereafter owned by Seller.

16. **Security Interest.** Buyer grants Seller an express security interest in any and all goods purchased by Buyer from Seller for any portion of the purchase price not paid at delivery and Seller shall retain this interest until Buyer has been paid in full. Buyer grants permission to Seller to file all security agreements, financing statements or other instruments appropriate to document and perfect the security interest herein granted without Buyer's signature. For purposes of perfecting this security interest, Buyer appoints seller as its attorney-in-fact to execute and file whatever documents are necessary to perfect the security interest granted herein. Buyer agrees to sign all documents and do all things which in the opinion of Seller may be necessary or desirable for Seller to perfect such security interest. Neither the agreement to pay interest herein contained, nor the payment thereof by Buyer, nor the acceptance thereof of Seller, shall be construed as an extension of any payment due date nor any waiver by Seller of any remedy available to Seller, including but not limited to, the right to reclaim goods sold. Any security interest granted to Seller by Buyer in this or any other agreement between the parties shall also secure and enforce the payment of all other indebtedness of Buyer to Seller presently existing or which may in any manner or means hereafter be incurred by Buyer to Seller, and evidenced in any manner whatsoever, either by lease/rental agreements, goods purchased, parts or labor, open accounts, promissory notes, advances, overdrafts, or any other mode or means.

17. **Alternative Dispute Resolution.** Any dispute arising out of or in connection with Seller providing goods and services to Buyer, and the interpretation, enforcement, or arbitrability of this agreement, shall be resolved by arbitration conducted in the English language pursuant to the provisions of the Rules of the American Arbitration Association (the "Rules"), provided that the provisions of this paragraph shall prevail in the event of any conflict with such Rules. The arbitration shall take place in Houston, Texas. All disputes, as well as these Terms & Conditions, shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. The result of the arbitration shall be final and binding on the parties. The award shall be "reasoned" and any party may enforce the award in any court of competent jurisdiction. The arbitrators may award reasonable and necessary attorneys' fees to the prevailing party. The parties shall share the cost of the arbitration equally.

18. **Hazardous Materials.**

(a) Buyer warrants that any used goods returned to Seller shall be free of radioactive material, including NORM and TNORM. BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER GROUP FROM ANY CLAIMS OF ANY KIND, AND ALL CLAIMS AND LOSSES (AS DEFINED IN 11(b) ABOVE), RELATED TO ANY CLAIM BY ANY PERSON AGAINST SELLER GROUP THAT ANY OF SELLER'S GOODS CAUSED BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON BY DUE TO EXPOSURE TO NORM, TNORM, OR ANY RADIOACTIVE MATERIALS.

(b) BUYER AGREES THAT IT SHALL BE TOTALLY RESPONSIBLE FOR ANY AND ALL WASTE AND/OR HAZARDOUS SUBSTANCES DIRECTLY INTRODUCED BY BUYER OR BY A BUYER EMPLOYEE AND SHALL PERFORM ALL CLEAN-UP AND REMOVAL OF SUCH SUBSTANCES. IN THE EVENT BUYER DOES NOT PERFORM SUCH CLEAN-UP AND/OR REMOVAL, BUYER SHALL INDEMNIFY SELLER GROUP FOR ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, CHARGES, AND OTHER EXPENSES, INCLUDING ATTORNEYS' FEES, AS WELL AS EXPERTS AND CONSULTANT FEES, INCURRED BY SELLER GROUP RELATED TO SUCH CLEAN-UP AND/OR REMOVAL, EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF SELLER GROUP.

19. **Export Laws.** All sales are subject to United States Export Laws and Regulations, which may restrict the export or re-export to certain countries. Buyer agrees to abide by such export and re-export laws and regulations.

20. **Lost or Damaged Rental Equipment.** If rental equipment is lost or damaged beyond repair (as determined in Seller's sole's discretion), Buyer shall pay Seller the Seller's U.S. list sales price for such equipment; if repaired, Buyer shall pay all costs of repair, including shipping charges. Upon payment of list price, Buyer's rental payment shall cease. If Buyer has agreed to daily rental, Buyer shall pay the rental payment until repairs are complete. If leased for a term as stated in the quote, Buyer shall pay rental for the term.



21. **Compliance with Applicable Laws.** Buyer expressly agrees to comply with and abide by, all of the laws of the United States and of the State of Texas, including, but not limited to, OSHA, EPA and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and hereby agrees to indemnify and hold Seller Group harmless from any and all Claims or Losses incurred by Seller Group arising from Buyer's failure to comply with all laws and governmental regulations. The indemnities in this paragraph shall be in addition to any other indemnity obligations between Buyer and Seller, including any other indemnity obligations contained herein.

22. **Deceptive Trade Practices.** Buyer acknowledges the application of Section 17.45(4) of the Texas Deceptive Trade Practices Act (Texas Business Commission Code §17.41 et. seq.) (the "Act") to any transaction contemplated hereby and represents that it is not a "consumer" for the purposes of the Act. As such, Buyer's and Seller's rights and remedies with respect to this transaction, and with respect to all acts or practices of the other, past, present or future, in connection with this transaction, shall be governed by legal principles other than the Act. Accordingly, Customer acknowledges and agrees as follows: **CUSTOMER HEREBY IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT AND CLAIMS THAT CUSTOMER MAY NOW HAVE, OR TO WHICH IT MAY OTHERWISE IN THE FUTURE HAVE BEEN ENTITLED, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, TEX. BUS. AND COM. CODE & 17.41 ET SEQ., ARISING OUT OF ANY ACT, CONDUCT, REPRESENTATION OR OMISSION OF COMPANY, ITS EMPLOYEES OR AGENTS, HERETOFORE OR HEREAFTER TAKEN, DONE OR OMITTED TO BE DONE IN CONNECTION WITH THIS TRANSACTION OR SUBSEQUENT RELATED TRANSACTIONS.**

23. **Ownership of Developments.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Seller during the course of performing work for Buyer (collectively the "Work Product") shall belong exclusively to Seller and shall NOT, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. Buyer agrees to assign, and hereby assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Buyer may have in such Work Product. Upon request of Seller, Buyer shall take such further actions, including execution and delivery of declarations, instruments of conveyance, and the like for any applications or registrations Seller may, at its expense, apply for and as may be appropriate to give full and proper effect to such assignments.

22. **General Clauses.**

(a) **Independent Contractor.** Seller is an independent contractor and not an employee, agent, joint venturer, or partner of Buyer.

(b) **Authority.** Buyer warrants and represents that the individual making or receiving the order for goods or services on behalf of Buyer has the authority to enter into these Terms & Conditions on behalf of Buyer, and that upon receipt these Terms & Conditions shall be binding upon Buyer.

(c) **Notices.** Any notices required by this Agreement shall be considered given when received by the other party.

(d) **Waiver.** Any delay or failure to enforce any of these terms and conditions shall not bar any subsequent enforcement of the terms and conditions or be deemed a waiver of any subsequent breach.

(e) **Severability.** All parts of these terms and conditions are severable. The invalidity of any part shall not affect the validity of any other part. If any clause is determined to be unenforceable, the remaining terms and conditions shall be enforced to the maximum extent permissible.

(f) **Entire Agreement.** This is the entire agreement of the parties and supersedes all prior oral or written agreements. Buyer acknowledges that it has not relied on any representations other than those in this agreement. There are no understandings or agreements which are not expressed herein.