

INTERNET TERMS AND CONDITIONS AND LIMITED WARRANTY INFORMATION

By placing your order via Origin's website, you expressly agree to the following Terms and Conditions of sale:

1. Sale of Goods. Buyer agrees to purchase the goods specified in the Purchase Invoice in the quantities and at the prices stated therein (hereinafter the "**Goods**"). All prices are exclusive of sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.

2. Payment Terms.

(a) Unless otherwise agreed, Buyer shall pay 50% of the total Purchase Invoice price on the date of on-line order and the remaining balance before the Goods will be shipped.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to withhold shipment of any Goods or suspend the delivery of any Goods or performance of any services in relation thereto if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

3. Title, Delivery, Shipping Terms and Risk of Loss.

(a) Unless otherwise agreed in writing by the Buyer and Seller, Seller shall deliver the Goods to the delivery point specified in the Purchase Invoice ("**Delivery Point**") using Seller's standard methods for packaging and shipping. Delivery of the Goods shall be made FOB Delivery Point. If the Delivery Point is anywhere other than Seller's Plant, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably required to take receipt of the Goods at the Delivery Point.

(b) If appropriate, Seller may, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Invoice.

(c) Title to the Goods shall transfer to Buyer upon delivery of the Goods by Seller to a carrier. Delivery to a carrier constitutes delivery to the Buyer, and regardless of whether Seller pays the freight, all risk of loss or damage in transit will pass to the Buyer upon delivery to such carrier. The Buyer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of the Buyer beyond the scheduled shipping date. Claims for shortage or other errors must be made in writing to Seller within ten (10) days after

receipt of a shipment. Failure to make such a claim within such ten (10) day period will constitute a waiver of all such claims by Buyer and such failure will constitute acceptance of the Goods. Methods and route of shipment will be at the discretion of Seller unless the Buyer specifies otherwise in writing and Seller agrees. Any additional expense associated with the method or route of shipment specified by the Buyer will be borne by the Buyer.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice to Buyer that the Goods have been delivered to the Delivery Point, or if Seller is unable to deliver the Goods to the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses including, without limitation, storage and insurance.

(e) Buyer acknowledges that, in purchasing the Goods, precautions must be taken to prevent against inherent dangers found in construction of homes and commercial structures. Buyer shall hold Seller harmless from any loss, costs, claims, suits, damages, and attorney's fees arising from any alleged or real injury to person or property (including death or total destruction) which arises in connection with the installation or use of the Goods supplied hereunder.

4. Non-Delivery.

(a) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would or should have been received in the ordinary course of events.

(b) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer's exclusive remedies for the Non-Delivery of Goods. Except as provided under Section 4(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

5. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than that which is identified in the Purchase Invoice; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall at its sole option either (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 700 Commerce Drive, Venice, FL 34292. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. ALL GLASS SOLD TO BUYER UNDER THIS AGREEMENT IS PURCHASED BY SELLER UNDER LIMITED WARRANTIES OF CARDINAL IG COMPANY OR CARDINAL LG COMPANY.

Seller does NOT warrant any glass it sells to Buyer (“Glass”). All Glass is purchased by Seller from Cardinal LG Company, a Minnesota corporation, or, from Cardinal IG Company, a Wisconsin corporation (collectively “Cardinal”). Buyer acknowledges that Seller has provided Buyer with a written copy of the express limited warranties applicable to Glass purchased by Seller from Cardinal, including the terms, conditions, limitations and exclusions applicable to such warranties (“Cardinal’s Glass Warranties”). (Cardinal’s Glass Warranties are available for download here: <http://www.cardinalcorp.com/source/pdf/tsb/warr/IGTermsAndConditions07-2016.pdf> and can be found in their entirety at: <http://www.cardinalcorp.com/technology/reference/terms-and-conditions/>). Seller agrees to extend to Buyer all of the benefits that Seller may actually receive under Cardinal’s Glass Warranties, provided that all such benefits are extended to Buyer subject to all of the terms, conditions, limitations, exclusions and burdens, of Cardinal’s Glass Warranties to Seller.

By purchasing Glass from Seller, Buyer agrees that Cardinal’s Glass Warranties are the only warranties covering Glass that Buyer purchases from Seller and Buyer agrees to be bound by the terms of Cardinal’s Glass Warranties as if Buyer were Cardinal’s Customer thereunder. Buyer agrees to look solely to Cardinal’s Glass Warranties as extended to Buyer in the event Buyer claims any defect in Glass sold hereunder. In the event Buyer claims that Glass sold hereunder is in breach of Cardinal’s Glass Warranties, Buyer agrees to timely submit any such claimed breach of Cardinal’s Glass Warranties to Seller and to cooperate fully with Seller in submitting such claim(s) to Cardinal. In the event that Cardinal honors such claim(s), Seller agrees to assign, transfer and set over to Buyer any and all benefits Seller actually receives from Cardinal as to any such claim(s). The submission of Buyer’s claim by Seller to Cardinal and Buyer’s acceptance of any benefits Seller may receive from Cardinal thereunder, if any, shall constitute a full satisfaction and release of all further obligations of Seller to Buyer in respect of claimed defect(s) in Glass sold to Buyer hereunder.

7. No Third-Party Beneficiary or Other Rights Directly Against Cardinal.

Nothing in these Terms and Conditions is intended to, and nothing herein shall, confer upon or grant to Buyer any third-party beneficiary or another rights of any kind directly against Cardinal. Buyer

shall have no right to submit or assert any warranty claim(s) or any other claims or rights of any kind directly to or against Cardinal. Buyer's sole remedy for Glass is set forth in paragraph 6 above.

8. Seller's Limited Warranty as to Components Other Than Glass

(a) Unless a shorter period is specified herein or in the Purchase Invoice, for a period of one (1) year from the date of delivery to the Delivery Point ("**Limited Warranty Period**"), Seller warrants to Buyer that all non-glass components of the Goods ("**Non-Glass Components**") shall conform to the product descriptions/specifications set forth in the Purchase Invoice and will be free from defect in manufacturing, materials, and workmanship ("**Non-Glass Limited Warranty**").

Window and/or Bifold Door Assemblies: the Non-Glass Limited Warranty extends to non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weather stripping, exterior trim, sash, and frame members.

Frames Only: If corrosion-resistant hardware, including lock mechanisms for inswing and outswing patio doors and outswing patio door corrosion-resistant hinges, is included in the Goods specified in the Purchase Invoice, during the Limited Warranty Period, such corrosion-resistant hardware will be free from mechanical failure due to corrosion caused by an electrolytic chemical reaction involving atmospheric salts, such as what may occur in coastal applications and its finish will not tarnish, peel, pit, flake, discolor, or corrode; however, aesthetic discoloration or pitting that may occur due to environmental conditions is not warranted. (Note: Minimum maintenance such as cleaning with a mild detergent on a regular basis may be necessary to maintain the original hardware appearance.)

9. Sole and Exclusive Remedies.

(a) In the event the Glass fails, Buyer's sole remedies shall be those set forth in paragraph 6 above.

(b) Buyer shall not be entitled to any remedy unless: (i) Buyer provides Seller with a written notice that reasonably describes such defect(s) within two (2) days of the time Buyer discovers or should reasonably have discovered the defect(s); (ii) Seller is given a reasonable opportunity after receiving such notice to examine the Goods that Buyer claims is defective; (iii) Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iv) Seller reasonably verifies Buyer's claim of defect.

(c) Buyer shall not be entitled to any remedy if: (i) Buyer makes any further use of the Goods after giving the notice described in the immediately preceding subparagraph (b) above; or (ii) Buyer alters the Goods without the prior written consent of Seller

(d) In the event a Non-Glass Component fails due to a defect in manufacturing, materials, or workmanship within the Limited Warranty Period Seller will, at its option (i) provide replacement part(s) (labor not included); (ii) repair the defective component at no cost to Buyer; or (iii) credit or refund the price paid for such defective Non-Glass Component at the pro rata contract rate, provided that, if Seller

so requests, Buyer shall, at Seller's expense, return such defective component to Seller. Such replacement parts or repairs are warranted for the remainder of the original Limited Warranty Period.

(e) Seller shall not be liable for a breach of its Non-Glass Limited Warranty unless: (i) Buyer provides Seller with written notice of defective Goods that reasonably describes such defect(s) within two (2) days of the time Buyer discovers or should reasonably have discovered the defect(s); (ii) Seller is given a reasonable opportunity after receiving such notice to examine such Goods; (iii) Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iv) Seller reasonably verifies Buyer's claim that the Goods are defective.

(f) Seller shall not be liable for breach of its Non-Glass Limited Warranty if: (i) Buyer makes any further use of such Non-Glass Components after giving the notice described in the immediately preceding subparagraph (b) above; (ii) the defect results from Buyer's failure to follow Seller's instructions; or (iii) Buyer alters or repairs such Non-Glass Components without the prior written consent of Seller.

THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SHALL CONSTITUTE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SELLER'S NON-GLASS LIMITED WARRANTY.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S PURCHASE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TEN TIMES THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

10. What is NOT Covered by the Cardinal Warranties and the Non-Glass Limited Warranty.

There is NO warranty coverage for any of the following:

- There is no warranty coverage beyond Cardinal's Glass Warranties Period. There is no warranty coverage beyond the Non-Glass Limited Warranty Period.
- There is no warranty coverage beyond the express provisions and limitations set out in paragraphs 6, 7 and 8 above.
- There is no warranty coverage regarding installation of Glass into frames ("Assemblies") or the installation of Assemblies or other Goods into a building or structure.
- Seller makes no warranty or representation regarding the suitability of the Goods for their intended or end use.

- There is no warranty coverage for Glass breakage.
- Seller does not warrant against damage caused by: (i) improper installation or use; (ii) exposure to conditions beyond published performance specifications; (iii) water infiltration (other than as a result of a defect in manufacturing, materials or workmanship); (iv) condensation; (v) improper maintenance; (vi) chemicals or airborne pollutants; (vii) damage due to delivery by others; (viii) accidents; (ix) misuse; (x) abuse; (xi) building settlement or structural defects; (xii) acts of God; (xiii) normal wear and tear; or (xiv) any other cause or occurrence beyond Seller's control.
- Seller makes no warranty or representation that condensation will not occur or will be eliminated by the Goods.
- Seller does not warrant against any adjustments or corrections due to improper installation of the Goods.
- Seller does not warrant against any failures due to product modifications or glass shading devices (for example, but not limited to, glass tinting or filming, security systems, improper painting or staining, or insulated coverings).
- Seller does not warrant against improper assembly or units improperly mulled by others.
- Seller does not warrant against any failure due to the application of non-Seller hardware (e.g. locksets, trim sets, hinges, panic hardware, closers, etc.).
- Seller does not warrant against any failure to properly install Seller's hardware and/or exterior trim.
- Seller does not warrant any products not manufactured by Seller.
- Seller does not warrant any Glass sold hereunder and Cardinal does not warrant against any slight curvature, minor scratches or other imperfections in the Glass that do not impair structural integrity or significantly obscure normal vision.
- Seller does not warrant Glass sold hereunder and Cardinal does not warrant rattling of grille bars within an air space.
- Seller does not warrant against any tarnish or corrosion to hardware finishes, except on outswing patio door corrosion-resistant hinges.
- Seller does not warrant service trips to provide instruction on product use.

Buyer acknowledges that while every attempt is made to match paint colors on the Goods, slight variations may occur during the Limited Warranty Period. Paint finishes may dull due to weathering. Seller shall not be responsible or liable for any such dulling to the paint finishes.

Buyer acknowledges that installation instructions are provided with delivery of the Goods and show the correct installation method and usage. An operational guide is also supplied with the Goods which must be passed to and followed by the End-User of the Goods. It is the responsibility of the Buyer to ensure that the End-User receives and follows all instructions in these documents.

Buyer agrees to maintain the Goods (glass, tracks, jambs, seals and frames) with regular cleaning and careful handling. Failure to do so will void the Limited Warranties. Use of low concentrations of soapy water followed by a rinse of fresh water is permitted, as is periodic usage of glass cleaners.

The Seller's Limited Non-Glass Warranty is void if the Goods are painted, varnished or coated with any substance by anyone other than Seller.

11. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED.

(a) The Cardinal Warranties and the Non-Glass Limited Warranty as set forth herein are the only express warranties (whether written or oral) applicable to the Goods and no one is authorized to modify or expand them.

(b) **EXCEPT FOR THE CARDINAL WARRANTIES AND THE NON-GLASS LIMITED WARRANTY SET FORTH HEREIN, THE GOODS ARE SOLD "AS IS" AND WITH ALL FAULTS. SELLER DISCLAIMS ALL OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12. Product Suitability and Compliance with Law.

Building, fire, energy, and construction codes and regulations, specifically including, but not limited to the Americans with Disability Act and architectural designs and specifications (collectively "Codes"), vary by building, product application and jurisdiction/location. Some product applications require site specific engineering analysis ("Engineering Analysis") to determine the proper use of particular construction materials and products. The determination whether an Engineering Analysis is required, the cost of obtaining it, if required, and compliance with Engineering Analyses and Codes are solely the responsibility of Buyer and Seller assumes no responsibility or liability whatsoever for such determinations or compliance.

Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. Buyer has the sole responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. Buyer is solely responsible for determining whether Glass purchased from Seller is suitable for Buyer's needs or intended applications. In order to be considered safe or lawful, the installation and end-use of the Goods must also comply with all applicable Codes and Buyer expressly assumes sole responsibility for such Code compliance. Buyer also agrees to comply with

all applicable laws, rules, regulations, ordinances, including, but not limited to, Codes and Engineering Analyses and to maintain in effect all the licenses, permissions, authorizations, consents, and permits needed for installation and end-use of the Glass.

In order to be considered safe or lawful, the installation and end-use of the Goods must comply with all applicable Codes and Buyer expressly assumes sole responsibility for such Code compliance. Buyer also agrees to comply with all applicable laws, rules, regulations, ordinances, including, but not limited to,

Codes and Engineering Analyses and to maintain in effect all the licenses, permissions, authorizations, consents, and permits needed for installation and end-use of the Goods.

Buyer is solely responsible for determining whether the Goods are suitable for Buyer's needs or intended applications. Although Seller may make information or opinions available to Buyer, Seller assumes no responsibility for the suitability or design of the Goods required for the Buyer's intended uses or application(s). Buyer assumes sole responsibility for the selection of the Goods and that they will be safe, acceptable and suitable for use under end-use conditions and applications.

13. Termination. In addition to any remedies that may be provided herein, Seller may terminate the Purchase Invoice and any transaction related thereto with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms set forth herein, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. Applicability; Entire Agreement. These Terms and Conditions and the Purchase Invoice shall comprise the entire agreement of Seller and Buyer with respect to the Goods and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. Further, these Terms and Conditions and the Purchase Invoice shall be the only term governing the sale of the Goods and shall prevail over any proposed or submitted terms and conditions of Buyer, regardless whether or when Buyer submitted its purchase order or such proposed terms, all of which Seller hereby rejects. Fulfillment of Buyer's order does not constitute acceptance of any proposed or submitted terms and conditions of Buyer and shall not serve to modify or amend these Terms and Conditions or the Purchase Invoice.

15. Waiver. No waiver by Seller of any of the provisions contained herein is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions and the Purchase Invoice operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached its obligations, for any failure or delay in fulfilling or performing any term hereof or of the Purchase Invoice when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate the transaction contemplated hereunder.

17. Assignment; Delegation. Buyer shall neither assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation relieves Buyer of any of its obligations hereunder.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither of the parties shall have authority to contract for or bind the other in any manner whatsoever.

19. No Third-Party Beneficiaries. The sale of Goods to Buyer is for the sole benefit of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

20. Governing Law. All matters arising out of or relating hereto are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

21. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating hereto shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in or nearest to the City of Venice, Florida and County of Sarasota County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided herein, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of these Terms and Conditions or the Purchase Invoice are deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or completion of the parties' transaction including, but not limited to, the following provisions: Insurance, Compliance with Laws, Governing Law, Submission to Jurisdiction, and Survival.

25. Amendment and Modification. These Terms and Conditions and the Purchase Invoice may be amended or modified only by a writing stating specifically that it amends these Terms and Conditions or Purchase Invoice and is signed by an authorized representative of both parties.