

Terms and Conditions of Sale

THESE TERMS AND CONDITIONS APPLY WHEN WE SELL GOODS/SERVICES TO YOU.

Western Electrical Alliance, LLC ("Seller") is a distributor primarily engaged in the business of selling third-party manufactured goods and providing certain limited ancillary services (referred to in this paragraph as our "Traditional Sales"). From time to time, Seller also provides, within premises owned, leased, subleased, and/or licensed by Seller or its affiliates, certain more technical or space or labor intensive services, such as storage, assembly, and staging, in each case, to the extent agreed to in writing between Seller and its customer (referred to in this paragraph as our "Warehousing Sales"). These Terms and Conditions of Sale ("T&Cs") govern both Traditional Sales and Warehousing Sales, excluding Section 11, which only applies to Warehousing Sales. If there is a conflict between Section 11 and the remainder of these T&Cs: (i) the remainder of these T&Cs shall control for Traditional Sales; and (ii) Section 11 shall control for Warehousing Sales.

1. Governing Terms. By accessing, browsing, or otherwise using our website, requesting a quote, establishing a line of credit, placing an order, issuing a release, or accepting products or services, including Warehousing Services, from Seller, you acknowledge and agree that all products and services provided by or on behalf of Seller to you and/or your subsidiaries or affiliates (collectively, "Customer") shall be governed exclusively by: (i) these T&Cs; and (ii) the additional terms of any credit application provided by Seller and executed by Customer (each a "Credit Application"), which shall together control regardless of any additional or conflicting legal terms and/or conditions contained on or referenced in any quotation, order, acknowledgement, invoice, website, release, correspondence, request, proposal, or other document or form issued by or on behalf of Customer, including, but not limited to, at any time in the course of dealing or performance, all of which are hereby rejected and deemed void and of no force or effect. Seller's acknowledgment and/or acceptance of an order shall not be deemed an acceptance of any such other terms and/or conditions or a waiver of the provisions hereof; instead, these T&Cs may only be modified, waived, supplemented, or superseded with the express prior written consent of an authorized officer of Seller (i.e., with title of Vice President or President or their designee). While the terms and conditions set forth in these T&Cs and a Credit Application are intended to supplement one another, in the event of any conflict between these T&Cs and a Credit Application, the provision that affords Seller the greater protection or remedy shall control, provided that any modification or waiver of these T&Cs must comply with the preceding sentence requiring the express prior written consent of an authorized officer of Seller. Notwithstanding the foregoing, Seller may revise these T&Cs from time to time. The version of these T&Cs in effect on the date Seller accepts Customer's order shall govern that transaction unless otherwise agreed in a writing signed by Seller. Seller reserves the right to accept or reject any order.

2. Payment Terms. Payments terms are Net 30 unless otherwise expressly agreed by Seller and Customer in writing; provided, however, Seller may, in its sole discretion, require full payment in cash before order entry, shipment, or delivery. Payments not received when due will be subject to a late fee of 1.5%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. If Customer does not accompany its payment(s) with express remittance advice directing specific application of its payment(s) to a

certain invoice(s), Seller may apply Customer's payment(s) to any unpaid invoice then due and owing. Customer shall pay Seller all costs and expenses incurred in collecting or enforcing any obligation owed by Customer, including attorneys' fees, paralegal fees, expert witness fees, court costs, arbitration fees, mediation fees, appellate attorneys' fees, bankruptcy-related fees and expenses, post-judgment collection costs, and all other reasonable collection expenses. Seller may invoice Customer for such amounts as they are incurred, and all such amounts shall become immediately due and payable upon demand. Nothing herein limits Seller's right to recover such amounts in any legal proceeding. When Seller deems itself insecure with respect to Customer's ability to pay, Seller may, in its sole discretion: (a) suspend, withhold, defer, or cancel shipments, deliveries, warranty service, performance, or any other obligation owed to Customer under any agreement; (b) require cash in advance; and/or (c) demand immediate payment of all amounts then owed and pursue collection actions (including attorneys' fees and costs of collection). Seller may also impose, revoke, or revise Customer's credit limits, if any, at any time and for any reason. Customer's default under any invoice, agreement, purchase order, credit application, or other obligation owed to Seller or any of Seller's affiliates shall constitute a default under all obligations owed to Seller, and Seller may exercise any remedy available under these T&Cs or applicable law. Customer also agrees to give Seller current credit information, current annual financial statements, and proper authorizations for Seller to request financial information on Customer (including its subsidiaries and affiliates) from third parties, in each case, within five (5) days of request from Seller as a condition to beginning and/or continued credit extension or for any other reasonable purpose. All amounts and payments are in U.S. dollars. Seller may set-off and/or deduct for any sums owed by Customer (including its subsidiaries and affiliates). Customer has no right to withhold or set-off amounts against Seller or its affiliates. Finally, acceptance of any partial payment shall not constitute an accord and satisfaction, nor shall any restrictive endorsement, notation, or communication accompanying any payment modify these Terms or discharge any obligation unless Seller expressly agrees in a writing signed by an authorized officer of Seller.

3. Security Interest. To secure the prompt payment and performance of all obligations owed by Customer to Seller, whether now existing or hereafter arising, Customer hereby grants Seller a continuing security interest, including, to the fullest extent permitted by applicable law, a purchase money security interest, in all goods sold by Seller to Customer, together with all accessions, replacements, substitutions, additions, attachments, proceeds, products, accounts, chattel paper, payment intangibles, supporting obligations, and insurance proceeds relating thereto, until all obligations have been paid and performed in full. Customer authorizes Seller to prepare and file one or more financing statements and any amendments, continuations, or other documents that Seller deems necessary or appropriate to perfect, maintain, protect, or enforce such security interest to the fullest extent permitted by applicable law. Customer shall execute and deliver any additional documents and take any additional actions reasonably requested by Seller to perfect, maintain, protect, or enforce such security interest. Upon Customer's default, Seller shall have all rights and remedies available under these Terms and Conditions, the Uniform Commercial Code, and applicable law, all of which shall be cumulative and may be exercised simultaneously or separately.

4. Returns. Orders that were factory special orders or otherwise fabricated and altered to accommodate Customer are not returnable; otherwise, returns will be accepted prior to the

Payment Date if prior authorization is obtained from Seller, which authorization shall be in Seller's sole discretion, and only if the product is in resalable condition and in the original, undamaged manufacturer's package with sales receipt or invoice. Credit will be issued, if at all, based on Customer's purchase price for the returned product less any vendor restocking charges, freight, insurance, and other expenses of disposal.

5. Deliveries. Customer shall accept partial or pro rata deliveries in commercial units as full performance under Customer's order if Seller is unable to fill Customer's entire order. All goods shall be shipped, prepaid and billed, unless otherwise agreed by Seller in writing. Title and risk of loss pass to Customer on tender of delivery to the carrier. If goods are damaged in transit, Customer's sole recourse is to file a claim with the carrier. Customer understands that delivery dates are estimates only and Seller shall not be liable for any late or delayed delivery.

6. Inspection and Acceptance. Customer shall inspect all goods promptly upon receipt. Customer shall notify Seller in writing within five (5) calendar days after delivery of any alleged shortage, defect, damage, or nonconformity. Failure to provide such written notice shall constitute irrevocable acceptance of the goods and a waiver of all claims that reasonably could have been discovered upon inspection.

7. Warranties and Disclaimer. Customer acknowledges that Seller is a distributor and not a manufacturer and that Seller is not, except as otherwise expressly provided in Section 11 below, responsible for the design, fabrication, or manufacture of any materials, equipment, tools, or other goods provided by or on behalf of Seller, including for any defects therein. Seller is also not liable for defects in information, labeling, instructions, or packaging provided by the manufacturer or other secondary sources. Any warranty issued by the manufacturer shall be solely that of the manufacturer and not of Seller. Seller warrants good title to Customer and otherwise Seller shall assign to Customer, effective upon transfer of title, all assignable warranties of the manufacturer. Seller authorizes Customer to make or settle any claims under such manufacturer's warranties directly with any such manufacturer. Each jurisdiction's laws, regulations, codes, and standards may vary regarding product labeling, warnings, instructions, specifications, manufacture, and installation, as well as regarding construction, zoning, and/or use of products for a specific purpose; thus, Customer agrees that certain products may not be appropriate for all areas or applications and Customer hereby agrees that Customer is solely responsible for ensuring proper compliance with all such laws, rules, regulations, codes, and standards. Customer shall comply with all applicable laws, rules, codes, standards, and regulations including, but not limited to, those concerning exports, imports, anti-corruption, anti-bribery, child labor, affirmative action, conflict minerals, trade, economic or financial restrictions or trade embargoes and any amendments thereto (collectively, the "Laws") imposed by any applicable governmental authority, including, where applicable, the United States and the European Union. Customer agrees to indemnify, defend, and hold harmless Seller, for any breach of Laws by Customer or its affiliates, subsidiaries, officers, directors, managers, shareholders, members, employees, contractors, or agents. Customer agrees that it shall not, except as otherwise permitted under applicable Laws, transship, re-export, or otherwise divert goods purchased from Seller. If applicable, Customer undertakes to timely provide all information and documentation necessary for export, shipment and import. Seller shall not be liable, and Customer shall hold Seller harmless, for delays or any other losses resulting from Customer's failure to timely provide accurate information and

documentation, export/import reviews, or any related permitting procedures. To the extent permitted by law, Customer shall, promptly upon becoming aware, provide to Seller details of any claim, action, suit, proceedings or investigation against it with respect to the Laws brought by any enforcement authority. In the event that Seller should believe, acting in good faith, that Customer has violated, or is under investigation for violating, any Laws, or if Customer is identified on any applicable sanctions list, Seller shall have the immediate right to terminate its relationship and/or any contract with Customer without liability.

8. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE TO CUSTOMER OR ITS OWNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CUSTOMERS, AGENTS, CONTRACTORS, ASSIGNEES, OR REPRESENTATIVES FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF TIME, LOSS OF DATA, LOSS OF GOODWILL, OR LOSS OF INCOME, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE, OR OTHERWISE, ARISING OUT OF OR RELATING TO THE GOODS, SERVICES, OR THESE TERMS AND CONDITIONS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY. SELLER SHALL FURTHER HAVE NO LIABILITY FOR CLAIMS ARISING FROM ORDINARY WEAR AND TEAR, MISUSE, ABUSE, MISREPAIR, MISAPPLICATION, MODIFICATION, UNAUTHORIZED COMBINATION, IMPROPER SELECTION, FAILURE TO MAINTAIN, OR IMPROPER INSTALLATION OF THE GOODS.

9. SELLER'S MAXIMUM LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL SELLER'S TOTAL LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID FOR THE GOOD(S) OR SERVICE(S) GIVING RISE TO THE CLAIM(S) AT ISSUE.

10. Governing Law; Limitations; Dispute Resolution. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, AND/OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE. The validity, interpretation, and performance hereof, and any dispute connected herewith, shall be governed and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles. The provisions of the Uniform Commercial Code as adopted by the State of Utah shall apply, with no application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties shall exercise their best efforts to resolve by negotiation any and all disputes, controversies, or differences arising out of or relating to these T&Cs or the goods or services provided by or on behalf of Seller to Customer in connection herewith. All disputes, controversies, or differences that are not resolved by negotiation shall be brought exclusively in the state courts located in Davis County, Utah, or, if federal jurisdiction exists, in the United States District Court for the District of Utah, and Customer irrevocably submits to the jurisdiction of such courts. Notwithstanding any contrary statute of limitations, rule of accrual, or discovery rule, Customer agrees that any claim, action, or

proceeding arising out of or relating to these T&Cs, the goods, or the services provided by Seller must be commenced within one (1) year after delivery of the goods or completion of the services giving rise to the claim. Customer knowingly and expressly waives any right to commence any such claim after the expiration of that one-year period, regardless of when the claim, defect, breach, or alleged injury is discovered, to the fullest extent permitted by applicable law. The parties acknowledge that this provision is intended to shorten any otherwise applicable statute of limitations to the fullest extent permitted by law.

11. Taxes and Other Governmental Amounts. Customer shall pay all taxes, duties, tariffs, import fees, export fees, penalties, and similar charges levied by any government authority or agency in connection with goods and/or services provided by or on behalf of Seller to Customer. Unless otherwise expressly agreed by Seller in writing, such charges are not included in the price of goods or services and will be added to amounts due by Customer. Customer is responsible for all additional taxes, fees, tariffs, duties, charges, and penalties from taxing or other governmental authorities or agencies, and all legal expenses incurred by Seller, where arising due to changes in such amounts between the date of order and shipping or from incorrect or incomplete documentation or other information furnished by or on behalf of Customer.

12. Force Majeure. Seller shall not be liable for any delay, impairment, or prevention of Seller's performance, in whole or in part, due to any event, circumstance, or occurrence that is not within Seller's control, including, but not limited to, acts of God, labor disruptions, acts of war, acts of terrorism (actual or threatened), governmental decrees or controls, imposition of or changes to tariffs or duties, changes to commodity markets, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship products or obtain permits or licenses, inability to procure supplies or raw materials, supplier failures, severe weather, catastrophic events, or any other event, circumstance, or cause beyond Seller's control within the normal conduct of its business (collectively, "Force Majeure"). If Seller's performance is so delayed, impaired, or prevented by Force Majeure, Customer agrees that Seller may, at Seller's option: (i) suspend or terminate performance; and/or (ii) increase pricing and/or schedules for delivery or performance, in each case, without liability or penalty to Seller.

13. Warehousing Terms and Conditions. **THIS SECTION SHALL ONLY APPLY WHEN AND TO THE EXTENT SELLER IS PROVIDING, WITHIN PREMISES OWNED, LEASED, SUBLEASED, AND/OR LICENSED BY SELLER OR ITS AFFILIATES (AS APPLICABLE, THE "SPACE"), STORAGE, ASSEMBLY, STAGING, FABRICATION AND/OR RELATED SERVICES (COLLECTIVELY, "WAREHOUSING SERVICES") INVOLVING EQUIPMENT, INVENTORY, MATERIALS, TOOLS, AND/OR OTHER GOODS THAT ARE OWNED BY CUSTOMER OR A THIRD-PARTY THAT HAS AUTHORIZED CUSTOMER TO POSSESS AND PROVIDE SAME TO SELLER FOR THE PROVISION OF WAREHOUSING SERVICES (COLLECTIVELY, "WAREHOUSED GOODS").** The scope, duration, and extent of the Warehousing Services, as well as the quantities and descriptions of the Warehoused Goods and, except as otherwise set forth in this Section, the commercial (i.e., non-legal) terms associated therewith, shall be agreed to in writing between Customer and Seller (e.g., through a Quote or Proposal from Seller that is accepted by Customer). This Section shall be read to compliment and supplement the other sections of these T&Cs, which shall also apply to Warehousing Services, but with the provisions of this Section controlling over any conflicting provisions in any other Section(s) of these T&Cs

solely when and to the extent concerning Warehoused Goods and/or Warehousing Services. Accordingly, solely with respect to the Warehoused Goods and/or Warehousing Services:

(a) Customer Warranties. Customer warrants that: (i) it owns and has good and clear title to the Warehoused Goods or, if a third-party owns the Warehoused Goods, is otherwise entitled to possess and provide same to Seller for the provision of Warehousing Services; and (ii) the Warehoused Goods are non-hazardous, non-explosive, and not highly flammable and will not require refrigeration or other specialized storage unless otherwise expressly agreed by Seller in writing.

(b) Rates for Warehousing Services. Rates and charges for Warehousing Services may be changed from time to time by: (i) Seller's provision of at least thirty (30) days' written notice to Customer; or (ii) the mutual written agreement of the parties. Unless otherwise agreed in writing, rates for Warehousing Services shall cover only Seller's reasonable and ordinary labor involved in receiving the Warehoused Goods at the Space, placing the Warehoused Goods into storage in the Space (if applicable), and returning Warehoused Goods to the loading door or dock of the Space for pick-up by the Customer or its carrier. Unless otherwise agreed in writing, Customer shall be solely liable for all shipping, packaging, cargo insurance, and other charges, as well as any demurrage and/or detention charges incurred in connection with loading, unloading, packaging, receipt, and/or delivery of the Warehoused Goods. Customer shall reimburse Seller on demand for all other costs incurred by Seller in connection with performing the Warehousing Services, including non-routine labor and other special services (i.e., other than ordinary handling and storage) at Seller's then prevailing rates, which shall include reasonable overhead and profit.

(c) Warehousing Services Warranties; Disclaimer and Exclusive Remedies. Seller warrants that it will perform the Warehousing Services with a reasonable degree of care. Claims for breach of such warranty must be submitted to Seller in writing, along with photographs and other reasonable supporting documentation, no more than three (3) business days after Customer first becomes aware or first reasonably should have become aware of such claim, but in no event more than ten (10) calendar days after the conclusion of the Warehousing Service(s) at issue. Seller's good faith determination of the validity of any such warranty claim shall control and Customer shall comply with Seller's instructions regarding the use, return, and/or disposal of any such Warehoused Goods as part of the warranty process. EXCEPT AS EXPRESSLY PROVIDED IN THIS SUBSECTION IMMEDIATELY ABOVE, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RESPECTING WAREHOUSED GOODS OR WAREHOUSING SERVICES, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY USAGE OF TRADE, OR COURSE OF DEALING OR PERFORMANCE. CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF SUCH LIMITED WARRANTY ARE REPAIR OR REPLACEMENT OF THE WAREHOUSED GOOD(S), CORRECTION OR RE-PERFORMANCE OF THE WAREHOUSING SERVICE(S), OR REFUND OR CREDIT FOR THE ORIGINAL PURCHASE PRICE PAID BY CUSTOMER TO SELLER FOR THE WAREHOUSED GOOD(S) AND/OR WAREHOUSING SERVICE(S) AT ISSUE, AT SELLER'S OPTION.

(d) Title and Risk of Loss; Care, Custody, and Control. Title to and ownership of the

Warehoused Goods shall, as between Customer and Seller, remain exclusively with Customer. Except to the extent of Seller's limited warranty and exclusive remedy obligations, Customer is solely responsible for all risk and actual loss of, damage to, or destruction of the Warehoused Goods. Care, custody, and control over the Warehoused Goods shall at all times, as between Customer and Seller, remain exclusively with Customer, except that Seller shall be deemed to have care and custody solely when and to the extent the Warehoused Goods are in Seller's physical possession in the Space for purposes of the Warehousing Services, in which case Seller's obligations are limited to the fulfillment of its limited warranty and exclusive remedy obligations. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Customer is solely responsible and shall release, defend, and indemnify Seller, its affiliates, and its/their employees, agents, officers, directors, and insurers from and against all loss of, damage to, or destruction or costs of or resulting from the Warehoused Goods in connection with any latent defects in the Warehoused Goods or any event or occurrence outside of Seller's reasonable control, including, but not limited to, as a result of theft, vandalism, riot, pandemic, flood, fire, earthquake, hurricane, war, tornado, major storm, government takings, or other "force majeure" events or occurrences.

(e) Relocation of Warehoused Goods. Customer shall be responsible for ensuring that the Warehoused Goods are safely and securely loaded and transported away from the Space on or before the termination or expiration of the Warehousing Services at issue. Except in the event of an emergency or Customer's failure to load and transport away all Warehoused Goods on or before termination or expiration of Warehousing Services at issue, Seller will not relocate the Warehoused Goods away from the Space without the Customer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Seller relocates the Warehoused Goods to a location other than the Space due to emergency or Customer's failure to load and transport such Warehoused Goods away on or before the termination or expiration of the applicable Warehousing Services, all risk of loss shall immediately transfer back to Customer, including during such relocation, and all costs and expenses related thereto, including, but not limited to, packaging and transportation costs, cargo insurance, additional storage costs, legal fees and court costs, plus reasonable overhead and profit, shall be immediately reimbursed to Seller by Customer on demand.

(f) Insurance Requirements for Warehoused Goods. Customer is solely responsible for insuring the Warehoused Goods, at all times, including, without limitation, while in the Space and through and including handling, packaging, loading, unloading, and transport to and from all locations. Customer and its insurers shall waive all rights of subrogation and recovery against Seller and its affiliates and its and their insurers, officers, directors, and employees with respect to the Warehoused Goods. At a minimum, Customer, at its sole cost, shall procure and maintain throughout the duration of the Warehousing Services, and for at least three (3) years thereafter, the following types and amounts of insurance: (1) Commercial General Liability Insurance on an occurrence basis, with coverage for premises liability, personal and advertising injury, products and completed operations, bodily injury, property damage and contractual liability, in limits of at least \$2,000,000 per occurrence; (2) Worker's Compensation & Employer's Liability (stop gap) Insurance as required by statute and with benefits in all states in which Warehousing Services are performed; (3) Auto Liability Insurance for Customer's owned, leased, hired or non-owned vehicles with a combined single limit of at least \$1,000,000 for any one loss; (4) Umbrella Liability

Insurance with limits of at least \$3,000,000 per occurrence and coverage to apply in excess of underlying Commercial General and Auto Liability policies; and (5) All-Risk Property Insurance at no less than full replacement cost for all Warehoused Goods and all of Customer's real and other personal property, machinery, equipment, fixtures and any other property owned or leased by Customer and in any way related to the Warehousing Services and/or Warehoused Goods. Such policy shall be on an "all-risks" basis (i.e., providing coverage for all-risks, including, but not limited to, fire, theft, flood, water damage, etc.), endorsed to name Seller and its parent and affiliates and each of their officers, directors, and employees as additional insureds, and endorsed to provide a Waiver of Subrogation in favor of Seller and its parents and affiliates and each of their insurers, officers, directors, and employees. All insurance required to be maintained in this subsection shall be written with insurers having A.M. Best Ratings of A- VII or better and Customer shall be solely responsible for all premiums, deductibles, and self-insured retentions.

14. Third Parties. These T&Cs are solely for the benefit of Customer and Seller and no other person or party is conferred any rights, benefits or claims.

15. No Waiver. Seller's failure to insist upon strict performance of any provision of these T&Cs, or to exercise any right or remedy, shall not constitute a waiver of any provision, right, remedy, or subsequent breach. The rights and remedies provided in these Terms and Conditions are cumulative and in addition to all rights and remedies available at law or in equity, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy.

16. Assignment. Customer may not assign, delegate, or transfer any rights or obligations arising under these T&Cs without Seller's prior written consent. Any attempted assignment without such consent shall be void.

17. Severability. If any term, provision, or subsection in these T&Cs is to any extent found illegal, invalid or unenforceable, the same shall be excluded to the extent of such illegality, invalidity or unenforceability and all other terms, provisions, and subsections hereof shall remain in full force and effect. To the extent permitted and possible, the illegal, invalid or unenforceable term, provision, or subsection shall be deemed replaced by one that is legal, valid, and enforceable and that comes closest to expressing the intent of such illegal, invalid, or unenforceable term, provision, or subsection. If such replacement is not permitted and possible, the illegal, invalid, or unenforceable term, provision, or subsection shall be severed from these T&Cs and the remainder of these T&Cs shall be valid and fully enforced as written.

18. Entire Agreement. These T&Cs, together with the Credit Application (if any), and the commercial and technical terms of Seller's forms, acknowledgements, quotations and invoices, constitute the entire and exclusive agreement between Seller and Customer, with any conflict being resolved in favor of the provision affording Seller the greater protection or remedy, except to the extent expressly modified by a writing signed by an authorized officer of Seller. All typographical or clerical errors made in these T&Cs or by Seller in any quotation, acknowledgement, or publication are subject to correction by Seller, in its sole discretion. No course of dealing, course of performance, trade usage, or prior communications shall modify these Terms.

19. Electronic Communications and Signatures. Electronic communications, electronic signatures, electronic purchase orders, emails, electronic acknowledgements, and other electronic records shall satisfy any requirement that a communication or agreement be in writing or signed.

20. Survival. The provisions concerning payment obligations, warranty disclaimers, limitations of liability, indemnification, attorney fees, dispute resolution, governing law, and any other provisions that by their nature should survive shall survive delivery, payment, termination, completion, cancellation, or expiration of the parties' relationship.