



## RORA MOTION, LP

### TERMS AND CONDITIONS OF SALE

1. Applicability. These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by RORA MOTION LP, a Delaware limited partnership (“RORA MOTION”) to any purchaser of the Goods (“Buyer”). The accompanying confirmation of sale (the “Sales Confirmation” and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties as to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase and/or sale regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. No person may modify, amend or supplement these Terms except as set forth herein. The terms of this Agreement prevail over any terms or conditions contained in any other documentation issued by Buyer or any other party. In the event of any conflict between the terms of this Agreement and the terms of any other document issued by Buyer, the terms of this Agreement prevail. Notwithstanding anything herein to the contrary, if a written contract signed by RORA MOTION and Buyer is in existence covering the sale of the Goods covered hereby, the terms and conditions of that contract shall prevail to the extent they are inconsistent with these Terms.

2. Delivery.

(a) RORA MOTION will use commercially reasonable efforts to deliver the Goods on or before the requested delivery date, subject to availability of raw materials and finished Goods. Delivery dates are estimates only and are without obligation unless RORA MOTION has expressly confirmed otherwise. RORA MOTION shall not be liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. Delivery is subject to RORA MOTION timely receiving the correct supplies to manufacture the Goods. RORA MOTION will notify Buyer of any delays in procuring such raw materials and, should there be a delay in obtaining such raw materials, the delivery date will be postponed by an appropriate period by RORA MOTION.

(b) Unless otherwise agreed in writing by the parties, RORA MOTION will make the Goods available to Buyer or Buyer’s carrier at [RORA MOTION FACILITY] (the “Delivery Point”) using RORA MOTION’s standard methods for packaging and making available such Goods. Buyer shall take delivery of the Goods within five (5) days of RORA MOTION’s written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. No delay in the shipment or delivery of any Goods relieves Buyer of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Goods. RORA MOTION may, in its sole discretion, without liability, make partial shipments of Goods to Buyer. Each shipment will 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 order. If, for any reason, Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to RORA MOTION’s notice, or if RORA MOTION is unable to deliver the Goods 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 as of such date; (ii) the Goods shall be deemed to have been delivered as of such date; and (iii) RORA MOTION, 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).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by RORA MOTION on dispatch from RORA MOTION’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the contrary.

(b) RORA MOTION shall not be liable for any non-delivery of Goods (even if caused by RORA MOTION's negligence) unless Buyer gives written notice to RORA MOTION of the non-delivery within five (5) days of the date when the Goods should have been received.

(c) Any liability of RORA MOTION 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.

4. Quantity. If RORA MOTION delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the relevant sales confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Delivery shall be made EXW (ex works) (Incoterms 2010) at [RORA MOTION FACILITY], unless otherwise agreed by both parties.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations, and liabilities of Buyer to RORA MOTION under this Agreement, Buyer hereby grants RORA MOTION a first-priority security interest, prior to all other liens and encumbrances, in all inventory of Goods purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer acknowledges that the security interest granted under this Section 6 is a purchase-money security interest under the laws of the state where Buyer is located. RORA MOTION may file a financing statement for the security interest and Buyer shall execute any statements or other documentation necessary to perfect RORA MOTION'S security interest in the products. Buyer also authorizes RORA MOTION to execute, on Buyer's behalf, statements or other documentation necessary to perfect RORA MOTION'S security interest in the products. RORA MOTION is entitled to all applicable rights and remedies of a secured party under applicable law.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies RORA MOTION in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by RORA MOTION. "Nonconforming Goods" means only the following: (i) Goods shipped are different than identified in Buyer's purchase order; (ii) a label on, or packaging of, the Goods incorrectly identifies its contents; or (iii) Goods identified as defective by Buyer during the Inspection Period or otherwise rejected during the Inspection Period, subject to the terms hereof.

(b) If Buyer timely notifies RORA MOTION of any Nonconforming Goods, RORA MOTION shall, in its sole discretion, (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 in which case Buyer shall ship, at RORA MOTION's expense and risk of loss, the Nonconforming Goods to [RORA MOTION FACILITY]. If RORA MOTION exercises its option to replace Nonconforming Goods, RORA MOTION 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 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

9. Price.

(a) Buyer shall purchase the Goods from RORA MOTION at the prices (the "Prices") set forth in RORA MOTION's published price list in force as of the date of delivery of Goods to Buyer.

(b) All Prices are exclusive of all 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. Buyer shall be responsible for all such charges, costs and taxes; *provided, that*, Buyer shall not be responsible for any taxes imposed on, or with respect to, RORA MOTION's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Unless otherwise agreed by both parties, RORA MOTION shall issue invoices to Buyer for each purchase order accepted by RORA MOTION. Buyer shall pay all invoiced amounts due to RORA MOTION within ten (10) days from the date of RORA MOTION's invoice. Buyer shall make all payments hereunder by wire transfer or check and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse RORA MOTION for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which RORA MOTION does not waive by the exercise of any rights hereunder), RORA MOTION shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) 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 RORA MOTION.

(d) The inability of Buyer to collect the purchase price for any product incorporating or otherwise using the Goods does not affect Buyer's obligation to pay RORA MOTION for any Goods.

11. Limited Warranty.

(a) RORA MOTION warrants solely to and for the benefit of Buyer, for a period of one (1) year from the date of shipment of the Goods ("Warranty Period"), such Goods will materially conform to RORA MOTION's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship.

**(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(A), RORA MOTION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (IV) PERFORMANCE OF GOODS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY RORA MOTION, OR ANY OTHER PERSON ON RORA MOTION'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION 11(A) OF THIS AGREEMENT.**

**(c) IT IS THE BUYER'S RESPONSIBILITY TO ENSURE THAT ANY GOODS PURCHASED HEREUNDER ARE FIT AND SUFFICIENT FOR THEIR INTENDED USE. BUYER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING APPROPRIATENESS OF THE PARTICULAR GOOD WITH RESPECT TO THE BUYER'S APPLICATION. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE GOODS WILL MEET ITS REQUIREMENTS OF THE INTENDED USE IN ALL CASES. BUYER SHALL NOT USE THE GOODS FOR A PRODUCT OR SERVICE INVOLVING SERIOUS RISK TO LIFE OR PROPERTY WITHOUT ENSURING THAT THE PRODUCT OR SERVICE AS A WHOLE HAS BEEN DESIGNED TO ADDRESS THE RISKS, AND THAT THE GOODS ARE PROPERLY RATED AND INSTALLED FOR THE INTENDED USE WITHIN THE OVERALL PRODUCT OR SERVICE.**

(d) Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporate, be incorporated into, attach, be attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **RORA MOTION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (V) PERFORMANCE OF GOODS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

(e) RORA MOTION shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to RORA MOTION within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect or learns of the defect from a customer; (ii) RORA MOTION is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by RORA MOTION) returns such Goods to RORA MOTION’s place of business at RORA MOTION’s cost for the examination to take place there; and (iii) RORA MOTION reasonably verifies Buyer’s claim that the Goods are defective.

(f) RORA MOTION shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow RORA MOTION’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) any person other than RORA MOTION alters or repairs such Goods without the prior written consent of RORA MOTION; or (iv) the Goods have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress or abnormal environmental conditions.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, RORA MOTION shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate *provided, that*, if RORA MOTION so requests, Buyer shall, at RORA MOTION’s expense, return such Goods to RORA MOTION. RORA MOTION is responsible for all costs and risk of loss associated with the delivery of defective goods to [RORA MOTION FACILITY] for warranty replacement. RORA MOTION is responsible for all costs and risk of loss associated with the delivery of replaced Goods to the Delivery Point. Buyer has no right to return for replacement, credit or refund any Goods except as set out in this Section 11(g).

**(h) THE REMEDIES SET FORTH IN SECTION 11(G) SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND RORA MOTION’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).**

12. Limitation of Liability.

**(a) IN NO EVENT SHALL RORA MOTION BE LIABLE TO BUYER, ANY CUSTOMER OF 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 RORA MOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL RORA MOTION’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO RORA MOTION FOR THE GOODS SOLD HEREUNDER IN THE ONE (1) YEAR PRIOR TO THE CLAIM.**

13. Indemnification. Buyer shall indemnify and hold harmless RORA MOTION, its parents, affiliates, directors, officers, and employees from and against all liabilities, losses, claims, costs and expenses (including attorney's fees and expenses) related to any claim, investigation, litigation or proceeding (whether or not RORA MOTION is a party) which arises or is alleged to arise from Buyer's acts or omissions under these Terms or in any way with respect to the Goods, including Buyer's or its customers' decisions to combine those Goods with Third Party Products.

14. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability coverage (including product liability coverage) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon RORA MOTION's request, Buyer shall provide RORA MOTION with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name RORA MOTION as an additional insured. Buyer shall provide RORA MOTION with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against RORA MOTION's insurers and RORA MOTION.

15. Intellectual Property. Buyer acknowledges and agrees that: (a) any and all of RORA MOTION's intellectual property rights in the Goods, tangible or intangible objects related to the Goods, design drawings, samples, price quotations and similar business items related to the Goods or in any materials included with the Goods are the sole and exclusive property of RORA MOTION; (b) Buyer shall not acquire any ownership interest in any such RORA MOTION intellectual property rights under this Agreement or by the purchase, resale or use of the Goods; (c) any goodwill derived from the use by Buyer or any of Buyer's customers of RORA MOTION's intellectual property rights inures to the benefit of RORA MOTION or its licensors, as the case may be; (d) if Buyer acquires any intellectual property rights in or relating to the Goods, tangible or intangible objects related to the Goods, design drawings, samples, price quotations and similar business items related to the Goods or in any materials included with the Goods purchased under this Agreement (including any rights in any copyright, trademarks, derivative works or patent improvements relating thereto), by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to RORA MOTION or its licensors, as the case may be, without further action by either party.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export, import, and other relevant laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. RORA MOTION may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, RORA MOTION may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) 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. RORA MOTION may terminate this Agreement for any or no reason, upon notice to Buyer.

18. Waiver. No waiver by RORA MOTION of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by RORA MOTION. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement 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.

19. Confidential Information.

(a) RORA MOTION may disclose or make available to Buyer information about its business affairs, goods and services, confidential information, and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information; such information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. Confidential Information excludes information that, at the time of disclosure: (i) is or becomes generally available to and known by

the public other than as a result of, directly or indirectly, any breach of this Section 19 by Buyer; (ii) is or becomes available to Buyer on a non-confidential basis from a third-party source, *provided, that* such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession Buyer before being disclosed by or on behalf of RORA MOTION; (iv) was or is independently developed by Buyer without reference to or use of, in whole or in part, any of the Confidential Information; or (v) must be disclosed under applicable Law.

(b) Buyer shall, for five (5) years from receipt of such Confidential Information: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Buyer would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person. Should the Confidential Information be a trade secret, then Buyer shall safeguard and protect that information until it no longer is secret. Buyer shall be responsible for any breach of this Section 19 caused by any of its personnel or representatives. On the expiration or earlier termination of this Agreement, Buyer shall promptly return all Confidential Information including copies that it has received under this Agreement.

(c) A breach or threatened breach by Buyer of any of its obligations under this Section 19 would give rise to irreparable harm to RORA MOTION for which monetary damages would not be an adequate remedy, and in the event of a breach or a threatened breach by Buyer of any of these obligations, RORA MOTION shall, in addition to any and all other rights and remedies that may be available to RORA MOTION be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages do not afford an adequate remedy. Buyer agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief, or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 19.

20. Force Majeure. RORA MOTION shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any 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 or circumstances beyond the reasonable control of RORA MOTION 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 RORA MOTION to terminate this Agreement.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of RORA MOTION, which consent may be withheld in RORA MOTION'S sole discretion. Any purported assignment or delegation in violation of this Section 21 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. 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 party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto 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.

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

25. Submission to Jurisdiction. Any proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case having jurisdiction over the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, 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 Sales Confirmation 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) or email to [EMAIL ADDRESS]. Except as otherwise provided in this Agreement, 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 26.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.