

Convergent Technologies LLC
Real Time Locating Systems
General Terms and Conditions of Sale

1. **General.** These terms and conditions of sale constitute the basis upon which Convergent Technologies LLC ("Supplier") will deliver and install the Real Time Locating System ("System") in accordance with quotation [Project #] ("Quotation") submitted by Supplier and accepted by Buyer (together, the "Agreement"). Supplier is an authorized dealer to sell, install, service, and support the third-party products provided in this Quotation ("Products"). ACCEPTANCE OF THIS QUOTATION IS CONDITIONAL UPON BUYER'S CONSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, WHICH ARE IN LIEU OF AND REPLACE ANY AND ALL TERMS AND CONDITIONS SET FORTH ON BUYER'S SPECIFICATIONS, PURCHASE ORDER OR ANY OTHER DOCUMENT ISSUED BY BUYER. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS OR CONDITIONS OF ANY SUCH BUYER'S DOCUMENT SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE AS A RESULT OF THIS QUOTATION AND SHALL NOT BE BINDING IN ANY WAY ON SUPPLIER.
2. **Delivery.** Delivery dates given by Supplier will be honored by Supplier using commercially reasonable efforts. Delivery dates set forth on this document are approximate only and Supplier shall not be liable for, nor shall Supplier be in breach of its obligations to Buyer because of, any delivery made within a reasonable time before or after the stated delivery date. In addition, Supplier shall not be liable for any late delivery caused by the carrier or failure of Buyer to provide any necessary information in a timely manner. Accepted orders may not be cancelled or modified by Buyer without Supplier's written consent. Buyer must accept all Products that are not defective.
3. **Packaging.** Prices quoted include standard packaging and shipping only. Products will be packaged, marked and labeled using Supplier's or the manufacturer's standard packaging methods, and shall include the applicable purchase order number and the shipping address provided by Buyer.
4. **Cancellations or Returns.** Cancellations by Buyer prior to shipment or return of conforming Products to Supplier after shipment (at Buyer's sole cost) must be agreed to by Supplier in writing. Any return or cancellation will be subject to reasonable charges for costs incurred in the disassembly and restocking of standard materials, unless such charges are waived in writing by Supplier. Buyer may not return any special order/non-stock items.
5. **Specifications and Modifications.** At any time, and for any reason, a third-party product manufacturer and/or Supplier may modify the specifications of the software or Products to be covered by this Agreement provided the modifications do not materially affect the performance of the software or the System. Supplier reserves the right to adjust the specified charges on the Quotation if its scope, specifications, attachments, or Product/System features are changed at Buyer's request after the issuance of a purchase order. Adjustments will be mutually agreed upon by Buyer and Supplier. If the parties are unable to agree upon mutually-acceptable adjustments within 30 days of the date Supplier proposes adjustments to Buyer, then Supplier may terminate the purchase order upon written notice to Buyer.
6. **Payment.** Buyer shall pay for Products as specified on the Quotation or as otherwise mutually agreed by the parties in writing. Supplier shall be entitled to charge, and Buyer shall pay, interest at the rate of 2% percent per month from date of shipment on overdue, undisputed invoices, or the maximum legal rate, whichever is less. Supplier shall also be entitled to its cost of enforcement and/or collection proceedings, including, without limitation, reasonable attorney fees. Buyer shall notify Supplier in writing of any dispute with any invoice and shall include a description of the dispute and any corroborating documentation. The parties shall seek to resolve any such disputes expeditiously and in good faith in accordance with the dispute resolution provisions of this Agreement. Title to the System (excluding any software, firmware, or other intellectual property therein) purchased from Supplier by Buyer shall pass, free and clear of any security interests, liens, claims, charges or encumbrances, upon delivery.
7. **Installation and Service.** Buyer acknowledges that the System may require installation, warranty, and after-sale servicing. Supplier has been authorized to install and service the Products manufactured by third parties. Installation will be completed in accordance with any applicable statement of work mutually executed by the parties.
8. **Acceptance.** Unless otherwise mutually agreed in writing by the parties in a statement of work, the System shall be fully inspected by Buyer within 10 days after installation is completed ("Inspection Period"). The System shall be deemed accepted if (i) Buyer accepts the System in writing or (ii) Buyer fails to notify Supplier in writing of any nonconforming portions of the System during the Inspection Period, whichever is later.
9. **Software License.** The System may include third-party software or firmware and its media, hardware, and documentation related to software and hardware.

Software or firmware is accompanied and governed by a separate third-party end user licensing agreement license ("EULA"), a copy of which is available upon request. If third-party software is provided on a subscription basis ("Subscription License"), the Subscription License term shall commence as specified in the Quotation and shall be invoiced in annual installments for the duration of the Subscription License term. Subscription Licenses may not be terminated during the Subscription License term except as provided in an applicable EULA. Title to all software or firmware will remain with the relevant third-party manufacturer or licensor.
10. **Restrictions.** Buyer agrees to use the System as directed in applicable documentation, as directed by Supplier personnel, and in accordance with applicable laws. Buyer shall not alter or modify the System or its constituent elements and it shall not: (a) reverse engineer, interrogate, or decode any of the products or program components of the System; (b) attempt to bypass or to defeat any protection methods which have been applied by Supplier or third-party manufacturers to prevent unauthorized uses of the System; or (c) decompile or otherwise attempt any other procedure to put any of the program components into human readable form.
11. **Maintenance and Support Terms.**
 - (a) **Scope of Maintenance and Support Services.** Maintenance and support of the System will be provided as outlined in the Quotation or on an applicable statement of work ("Maintenance and Support Services"). If Buyer requests maintenance and support services outside the scope of this Quotation, then services will be furnished at Supplier's sole discretion at Supplier's then-applicable hourly rates. Travel time and expenses are billable in connection with such maintenance and support services. Maintenance parts will be manufactured by the original equipment manufacturer or of equivalent specifications but may be new or reconditioned to perform as new. All parts will be furnished on an exchange basis, and the exchanged parts will become the property of Supplier. Supplier reserves the right to replace a failed component and/or Product with a similar or equivalent new component and/or Product due to discontinuance of the component or piece of Equipment/Software by the original manufacturer. Software support, upgrades, revisions, etc., will be original manufacturer approved and serialized as required. Changes to software may require changes to the then-existing third-party licensing agreement to which Buyer is subject. On-site or dial-in maintenance does not guarantee uninterrupted operation of Products.
 - (b) **Exclusions from Maintenance and Support Services.** The following are excluded from Maintenance and Support Services included in this Quotation. Maintenance and support services provided by Supplier arising from the below exclusions will be furnished at Supplier's then-applicable hourly rates. If, upon responding to a request for maintenance and support from Buyer, Supplier determines that the need for repairs or service is due to any of the below, Supplier shall not commence repairs or service without Buyer's consent.
 - (1) Electrical work external to the Products;
 - (2) Repair of damage or increase in service time due to any cause external to the Products adversely affecting its operability or serviceability, including, but not limited to, fire, flood, water, wind, lightning, transportation, operator error, neglect or misuse;
 - (3) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or improper use, management, or supervision of the Products including, without limitation, the use of supplies, disc packs, and cartridges;
 - (4) Repair or damage or increase in service time caused by the use of the Products for purposes other than for which they were designed;
 - (5) Such service which is impractical for Supplier to render because of alterations in the Products or connection by mechanical or electrical means to another machine or device which was not intended or authorized for such connection by the manufacturer and which was not performed by Supplier;
 - (6) The replacement of maintenance parts is limited to failure of such parts and does not include such occurrences as discoloring of device enclosure;
 - (7) Changes to the system design which are required because of changes in the operating patterns of Buyer's staff, tag or pendant traffic patterns, or physical changes to the department;

- (8) Removal of software viruses and repair of damages caused by software viruses on the Products.
- (c) **Installation and Control of Software and Hardware Updates and Upgrades.** Supplier will install software and hardware updates or upgrades as specified in the applicable software/system maintenance agreement ("SMA"). Supplier will not be responsible for or have any liability arising from non-performance of the System or Products resulting from software/hardware modifications, repairs, maintenance, changes or upgrades completed by persons other than Supplier technicians without prior written authorization from Supplier. If persons other than Supplier repair, modify, or perform any maintenance on any System or Products covered by this Quotation without authorization from Supplier and, as a result, any on-site service is required to restore the Products or System to good operating and Supplier-serviceable condition, such service will be provided at Supplier's then-applicable hourly rates. If Buyer refuses to permit installation of a software or hardware update or upgrade that is provided under the applicable SMA or changes a software revision already installed, Supplier may, at its option, discontinue providing Maintenance and Support Services until the System meets current manufacturers' specifications and refund applicable Maintenance and Support Services fees in accordance with Paragraph 11(f).
- (d) **Buyer Responsibilities:**
- (1) In the event Buyer terminates Maintenance and Support Services for purchased Products or otherwise allows Maintenance and Support Services or an applicable SMA for such purchased Products to lapse, Buyer may request a reinstatement of maintenance and support services under the terms of this Agreement. In the event Buyer requests a reinstatement of maintenance and support services, Buyer agrees to pay any additional fees and costs required to bring the Products to manufacturer's specifications and to bring the Products into compliance with the manufacturer's current SMA, as well as any applicable penalties imposed by each relevant Product manufacturer or licensor.
 - (2) Buyer will promptly provide purchase orders to Supplier for any hardware provided or labor performed outside the scope of the Maintenance and Support Services included with this Quotation.
 - (3) Buyer shall perform routine testing of the System as recommended by Supplier or contained in the documentation provided to Buyer, unless Supplier has been contracted to do so under this Agreement. Testing procedures will be provided by Supplier, including but not limited to the relevant Product or System user manual.
 - (4) **Virus Protection:** If the system is installed on Buyer's existing network or with a connection to Buyer's network, and anti-virus software is desired, it is the responsibility of Buyer to install, operate, configure, and update that anti-virus software.
- (e) **Maintenance and Support Services Warranty.** Provided that Buyer maintains a valid SMA for applicable Products, Supplier warrants to Buyer that it will perform maintenance and support services in accordance with the Product manufacturer's or Product licensor's specifications, guidelines, and applicable SMAs for the term specified in the applicable Statement of Work. If Supplier is unable to resolve a specific error or malfunction covered by the above warranty, Supplier will provide a refund of the Maintenance and Support Services fee paid by Buyer under this Agreement in the manner specified in Paragraph 11(f). THIS SETS FORTH BUYER'S SOLE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE MAINTENANCE AND SUPPORT SERVICES WARRANTY.
- (f) **Refund of Maintenance and Support Services Fee.** In the event Buyer is entitled to a refund of Maintenance and Support Services fees under the terms of this Agreement, Supplier shall refund to Buyer the unearned portion of the Maintenance and Support Services fee paid by Buyer under this Quotation, meaning the Maintenance and Support Services fees paid by Buyer less the Maintenance and Support Services fees paid by Buyer attributable to the period of time from installation of the System through termination, including costs (such as support maintenance agreements, licensing fees and reasonable overhead allocation) already incurred by Supplier at the time of termination.
12. **Limited Installation Warranty.** Supplier warrants to Buyer that it will design and install the System in accordance with the manufacturer's specifications (or better); and if the System is operated with reasonable care and in accordance with Supplier's and the manufacturer's instructions, Supplier's installation shall be free from defects in workmanship for a period of one year from date of installation ("System Warranty"). BUYER'S SOLE REMEDY UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PORTION OF THE SYSTEM, OR TO A REFUND OF THE PURCHASE PRICE, WITH SUPPLIER HAVING THE SOLE CHOICE OF WHICH REMEDY TO PROVIDE. SUPPLIER MUST HAVE RECEIVED THE FULL PURCHASE PRICE BEFORE ANY REMEDY WILL BE PROVIDED.
13. **Exceptions to Warranties.** The warranties contained in this Agreement do not apply to failures due to Buyer's (i) end user operator errors; (ii) failure to perform recommended maintenance; (iii) use of a the System for purposes other than for which it was designed or contrary to any instructions issued by Supplier; (iv) combination of the System with other products without Supplier's written authorization; (v) misuse of or unauthorized modification to the System; (vi) failure to provide a suitable installation or system environment (such as faulty electrical connections; fluctuations or failures in air conditioning, water quality specifications, heating or cooling systems, or electrical power; dust, dirt, or liquids); or (vii) introduction of viruses into the System. The above warranty also does not apply to (i) acts of third parties that are not authorized by Supplier; (ii) force majeure conditions; or (iii) other causes beyond Supplier's reasonable control.
14. **Warranty Disclaimer.** SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY. SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THOSE SPECIFICALLY SET FORTH ABOVE. NO SALESPERSON OR OTHER REPRESENTATIVE OF SUPPLIER, EXCEPT FOR AN AUTHORIZED OFFICER, HAS AUTHORITY TO ALTER, CHANGE, OR ADD TO, ON BEHALF OF SUPPLIER, THE WARRANTY AND/OR DISCLAIMERS SET FORTH IN THIS DOCUMENT. WARRANTY ON ALL COMPONENTS OF THE SYSTEM, INCLUDING THIRD-PARTY PRODUCTS, NOT MANUFACTURED BY SUPPLIER IS LIMITED TO WARRANTIES EXTENDED BY THE MANUFACTURER. SUPPLIER SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM, OR ASSOCIATED WITH, DEFECTIVE COMPONENTS NOT MANUFACTURED BY SUPPLIER. WRITTEN COPIES OF THIRD-PARTY WARRANTIES ARE AVAILABLE FROM SUPPLIER UPON REQUEST.
15. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, SUCH AS LOST PROFITS OR REVENUES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY OR CAUSE, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE ACTUAL PRICE PAID BY BUYER FOR THE SYSTEM.
16. **Indemnification.** To the fullest extent permitted by law, each party agrees to indemnify the other party and its directors, officers, and employees, against any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) ("Damages") incurred in connection with third-party claims ("Claim") to the extent they arise from or are caused by personal injury, including death, or damage to tangible property caused by the indemnifying party's negligence or more culpable acts or omissions in connection with the indemnifying party's performance under this Agreement; provided, however, that neither party shall be required to indemnify the other party to the extent that such Damages are caused by (a) the negligence or more culpable conduct of the party seeking indemnification; (b) the breach of this Agreement by the party seeking indemnification; or (c) misuse of the Products or System in any unauthorized manner by the party seeking indemnification. Upon the assertion of a Claim that may give rise to a claim of indemnity, the indemnified party shall give the indemnifying party prompt written notice of such Claim. The party having the obligation to indemnify for any Claim under this Paragraph shall, at its sole cost and expense, be entitled to participate in, but not control, the defense of any such Claim. The Party entitled to indemnification for any Claim under this Paragraph shall not concede or settle any such Claim without the prior written consent of the Party having the obligation to indemnify, which consent shall not be unreasonably withheld, conditioned or delayed. THIS PARAGRAPH SETS FORTH THE ENTIRE LIABILITY OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS PARAGRAPH.
17. **Infringement Indemnification.**
- (a) **Scope of Supplier Obligation.** To the fullest extent permitted by law, Supplier agrees to indemnify Buyer and its directors, officers, and employees, against any and all Damages incurred in connection with third-party claims or demands to the extent they arise from or are caused by the alleged or actual infringement or misappropriation of the patent, copyright, trade secret, or other intellectual property rights of third parties by Supplier ("IP Claim"). If the System is held by a court of competent jurisdiction to constitute infringement or misappropriation of the patent, copyright, trade secret, or other intellectual property rights of a third party, and its use is enjoined, or if in Supplier's opinion the System is likely to become the subject of an IP Claim, Supplier may, at its option and own expense, either (a) procure the right for continued use of the System by Buyer or (b) replace or modify the System so as not to infringe or misappropriate such third party's rights while conforming, as closely as possible, to original specifications. In the event that neither of the foregoing remedies is reasonably available, Supplier may, at its option, accept return of the System and refund to Buyer fees as depreciated on a 5 year basis for the

System.

- (b) **Infringement Indemnification Exceptions.** Supplier has no liability for any IP Claim arising out of or related to (a) a modification of the System by anyone other than Supplier without Supplier's prior written consent where, but for such modification, there would be no infringement; (b) a combination of the System with any third-party software or hardware supplied to Buyer by a third party other than Supplier or its authorized representative; (c) Supplier's adherence to Buyer's special specifications, designs, drawings, instructions, or other requirements, including but not limited to combinations of the System with other third-party hardware or software made at Buyer's direction; or (d) any failure by Buyer to utilize a non-infringing version of the Products made available to Buyer by Supplier with notice that such updated version is non-infringing ("Excluded Claims"). To the fullest extent permitted by law, Buyer agrees to defend, indemnify, and hold harmless Supplier and its directors, officers, and employees, against any and all Damages incurred in connection with third-party IP Claims to the extent they arise from or are caused by Excluded Claims.
- (c) **Defense.** An indemnifying party having the obligation to defend under this paragraph ("Indemnifying Party") may, at its election, assume control of the defense, appeal, or settlement of any third-party Claim, provided that the Indemnifying Party shall be promptly notified in writing of any such Claim by the party seeking indemnification ("Indemnified Party") and be given authority, information and assistance to handle and defend such Claim; provided, however, that any delay by the Indemnified Party in giving such notice shall not relieve the Indemnifying Party of its obligations pursuant to this Section, except to the extent that the Indemnifying Party is materially prejudiced by such delay. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against such claim. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any such Claims. An Indemnifying Party shall not concede or settle any Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.
- (d) THIS PARAGRAPH SETS FORTH THE ENTIRE LIABILITY OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS PARAGRAPH.
18. **Confidentiality.** The parties each recognize that in the course of performance of this Agreement, a party ("Disclosing Party") may find it necessary to disclose to the other party ("Receiving Party") its Confidential Information. "Confidential Information" means information or data that would reasonably be considered to be confidential or proprietary, including non-public financial information, trade secrets, customer information, personally-identifiable employee information, vendor or supplier information, pricing, fees, and other business information. Confidential Information shall not include any information that (a) is in the public domain at the time of disclosure to the Receiving Party; (b) or enters the public domain after disclosure to Receiving Party without breach of this Agreement; (c) is already in the possession of Receiving Party prior to the disclosure; (d) becomes available to Receiving Party in good faith on a non-confidential basis from a third party not bound by confidentiality; (e) is independently developed by Receiving Party without using Disclosing Party's Confidential Information; or (f) is required to be disclosed by law or legal process, so long as Receiving Party, to the extent not contrary to law or any provision of any regulatory authority, timely notifies Disclosing Party, and, at the expense of Disclosing Party, uses reasonable efforts to cooperate with lawful efforts by Disclosing Party to limit disclosure. Receiving Party shall not disclose Confidential information to any third party without the express written consent of Disclosing Party, except to its employees, agents, officers, directors, subcontractors, auditors, or legal representatives who reasonably require the Confidential Information for purposes of assisting in the Receiving Party's performance of its obligations under this Agreement, and who agree to comply with the terms of this paragraph. All Confidential Information shall remain the sole property of Disclosing Party and Receiving Party shall have no rights to or in the Confidential Information. Receiving Party shall hold Confidential information in strict confidence and will exercise the same degree of care as it employs in the protection of its own Confidential Information, but in no event less than a reasonable degree of care. Receiving Party shall use Confidential Information solely for performing its obligations under this Agreement. Receiving Party shall return or destroy all Confidential Information of Disclosing Party, including copies of Confidential Information or other materials containing Confidential Information (including compilations, analyses, or other materials prepared in whole or in part based on Confidential Information) upon the written request of Disclosing Party or the termination of this Agreement.
19. **Termination.** This Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) materially breaches any of its obligations under this Agreement, which breach is not remedied with 30 days following written notice to the breaching party; or (b) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions regarding payment, indemnification, warranties, limitations of liability, and confidentiality, shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Michigan, and the federal and state courts within the State of Michigan, not applying its conflict of law provisions. Any dispute under this Agreement shall be exclusively brought in the appropriate State of Michigan court located in the County of Kent, or in the United States District Court for the Western District of Michigan. The parties waive any objection based on inconvenient forum.
21. **Force Majeure.** Neither party shall be liable to the other party for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause beyond the reasonable control of that party, including acts of God (including hurricanes, earthquakes, tornados, floods, or other natural disasters), fire, floods, explosion, civil or military authority, riots, civil disturbances, terrorism or threats of terrorism, or war, and without the fault or negligence of the delayed or non-performing party. The affected party will: (a) promptly provide notice to the other party, explaining the specifics of and the expected duration of the such delay and (b) use its reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.
22. **Dispute Resolution.** With the exception of enforcement of Paragraph 18 ("Confidentiality"), any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), shall first be submitted to representatives of each Party who have the necessary authority to resolve the Dispute, who shall record the date of first discussions. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties' representatives are unable to resolve the matter within 10 business days, the parties shall in good faith mutually select a qualified neutral mediator and shall and participate in 1 day of facilitative mediation. The costs for any mediation shall be shared equally by the parties. If the matter remains unresolved following mediation, either Party may proceed to litigation in a court of competent jurisdiction in accordance with the governing law and jurisdictional provision of this Agreement.
23. **Representations.** Each party represents that (a) it has the full right, power, and authority to enter into, comply with the provisions of, and perform its obligations under this Agreement; (b) the execution of this Agreement by the party representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action; (c) it has obtained all consents, licenses, approvals and authorizations required by applicable laws to conduct its business generally and to perform its obligations under this Agreement; and (d) it is in compliance with all applicable laws relating to the performance of its obligations and exercise of its rights under this Agreement.
24. **Assignment.** Buyer may not assign this Agreement without the prior written consent of Supplier.
25. **Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of a breach or violation of any provision will not be a waiver of any subsequent breach of the same or any other provision. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.
26. **Attorney Fees.** In the event either party brings a claim against the other related to this Agreement the prevailing party in any litigation shall be entitled to reasonable costs and attorney's fees from the other party.
27. **Independent Contractors.** Supplier and Buyer are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between Supplier and Buyer. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.
28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous communications, representations, warranties, or agreements regarding the subject matter of this Agreement, whether written or oral. This Agreement may not be modified or amended except through a written document signed by an authorized representative of each party. In the event any one or more provisions of this Agreement shall be declared by a court or other decision-making authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then the remainder of this Agreement will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other terms and conditions will not be affected, invalidated, or impaired.