

LEGACY TUBULAR LLC'S  
GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are material terms that govern the sale of goods ("**Goods**") and services ("**Services**") by Legacy Tubular, LLC ("**Seller**") to the buyer named in each offer to sell Goods or Services ("**Buyer**"). Notwithstanding anything herein to the contrary, if an integrated written contract signed by both parties exists covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Seller's applicable written quotation, confirmation of sale, or invoice (the "**Sales Confirmation**") and these Terms (collectively, the "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. These Terms supplant any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted or proposed its purchase order or such terms. In the event of any alleged conflict, discrepancy or inconsistency between these Terms and any terms and conditions contained in a document submitted by Buyer, these Terms shall govern, even if Buyer's document expressly limits acceptance to Buyer's terms and conditions. No course of dealings or conduct between Seller and Buyer and no usage of trade shall be relevant to determine the meaning or intent of these Terms. Buyer agrees that fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to supplant, modify, or amend these Terms. Buyer expressly agrees that it is not relying upon any oral or written information, representation, or promise that is not expressly included in the Sales Confirmation or these Terms. Buyer acknowledges and agrees that the foregoing clearly and unambiguously disclaims any reliance by Buyer on any information, promises, or representations not expressly included in the written Sales Confirmation or these Terms.

(c) Notwithstanding anything to the contrary contained in the Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) Seller reserves the right in its sole discretion to approve, conditionally approve or disapprove any Buyer request for credit. The amount of credit Seller may extend to Buyer will be determined by Seller in its discretion and may vary from time to time. Upon Seller's request from time to time, Buyer will provide Seller with current financial information. Buyer represents and warrants that any financial information provided to Seller will be true and correct in all material respects and shall fairly and accurately present the current financial condition of Buyer. Buyer hereby authorizes Seller to review and evaluate Buyer's credit background from time to time. Subject to the foregoing, Seller will deliver the Goods within a reasonable time after Seller's approval of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damages in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the specified location in the Sales Confirmation (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within a reasonable time of Seller's written notice that the Goods have been delivered to the Delivery Point, but not later than seven (7) days. Buyer shall be responsible for all loading and transportation costs and provide equipment and labor reasonably suited for receipt and handling of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, 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.

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

(e) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only and time shall not be of the essence.

(f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodations and other facilities as Seller may reasonably request for performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of the Agreement; (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

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

(b) Seller shall not be liable for any non-delivery of Goods, **EVEN IF CAUSED BY SELLER'S NEGLIGENCE**, unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would have been received in the ordinary course of events.

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

(d) Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 3(c), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return to Seller any of the Goods.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to ten (10)% more or less than the quantity set forth in the 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 Buyer shall pay for such Goods in an amount specified by the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Unless otherwise specified in the Sales Confirmation, delivery of the Goods shall be made FOB Seller's location in Magnolia, Texas.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, as well as all proceeds (including insurance proceeds) of the relating to the Goods. The security interest granted under this provision constitutes a purchase money security interest under Texas law.

7. Buyer's Acts or Omissions. If Seller's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly, indirectly, or in part from such prevention or delay.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) the products delivered are materially different from Buyer's purchase order specifications; or (ii) the label or packaging incorrectly identifies the contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller 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. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at Magnolia, Texas. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under the Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth in the Sales Confirmation. If market conditions change substantially and Seller's prices for the Goods materially increase before delivery of the Goods, then these Terms shall be construed as if the increased prices were originally agreed, and Buyer will pay for the Goods based on such increased prices.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, use, VAT, ad valorem, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority. 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, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) The time for Buyer's payment for the goods shall be of the essence. Buyer shall pay all invoiced amounts due to Seller within thirty (30) days of receipt of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or check at Seller's election and in US dollars. At Seller's election and in the event Buyer owes Seller for other transactions, Seller may require pre-payment before delivery of the Goods or Services.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest non-usurious rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, court costs, and expert fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

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

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of three (3) [months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will substantially conform to the specifications set forth in the Sales Confirmation as of the Delivery Date.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11(A) AND (B), ABOVE SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) Products manufactured by a third party ("**Third Party Product**") may constitute, contain,

be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a) above. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(e) The Seller shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, and which are reasonably described to Seller within fifteen (15) days after Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) or Section 11(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, Seller 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 Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller at Buyer's expense.

(h) Subject to Section 11(e) and Section 11(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b), Seller shall, in its sole discretion, (i) re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

**(i) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 11(A) AND (B), RESPECTIVELY.**

#### 12. Limitation of Liability.

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

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.**

13. Indemnity. BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER, ITS AFFILIATES, AND THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF ALL OF THEM (COLLECTIVELY, THE "SELLER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, INJURIES, LIABILITIES, TAXES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) INCURRED OR SUFFERED BY ANY OF THE SELLER INDEMNIFIED PARTIES TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING FROM (A) THE UNLOADING, STORING, HANDLING, PACKAGING, PROCESSING, FABRICATION, OR USE OF THE GOODS BY ANYONE; OR (B) ANY NEGLIGENCE, ACT, OR OMISSION OF BUYER, ITS EMPLOYEES, AGENTS AND ANYONE FOR WHOM BUYER MAY BE LEGALLY LIABLE.

**BUYER'S INDEMNITY OBLIGATIONS INCLUDE ALL CLAIMS FOR DAMAGES EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE SELLER INDEMNIFIED PARTIES** and include claims for the death or personal injury of any person as well as claims for damage to property and the loss or loss of use of enjoyment of property. Buyer agrees to reimburse and indemnify and hold the Seller Indemnified Parties harmless from any and all claims, demands, causes of action, liability, loss, damage, or expense of every kind and nature, associated with the conduct, acts, and omissions described above including but not limited to, attorneys' fees, expert fees, expenses, and costs. **BUYER EXPRESSLY ACKNOWLEDGES BEING AWARE OF THE OBLIGATION TO INDEMNIFY THE SELLER INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE PURSUANT TO THE "EXPRESS NEGLIGENCE" DOCTRINE.** BUYER WAIVES ANY ARGUMENT THAT THIS OBLIGATION IS NOT CONSPICUOUS OR THAT BUYER WAS NOT MADE EXPRESSLY AWARE OF THIS OBLIGATION AND BUYER EXPRESSLY AGREES THAT ANY ANTI-OILFIELD INDEMNITY STATUTORY PROVISIONS DO NOT APPLY TO THE SALE OF THE GOODS OR SERVICES.

If any of the indemnity provisions provided above or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of Buyer's indemnity obligations shall not be affected thereby, it being intended and agreed that Buyer's indemnity obligations shall be construed and enforced to provide the fullest indemnity protection to the Seller Indemnified Parties that is permitted by law.

14. Insurance. During the term of the Agreement and for a period of twelve (12) months thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurers evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days advance written notice in the event of a cancellation or material change in Buyer's insurance. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation

against Seller's insurers and Seller.

15. 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 the Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

16. Termination. In addition to other remedies provided under these Terms, Seller may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) repudiates or anticipatorily breaches the Agreement; (d) 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; (e) is subject to a change in control of the majority owners of the Buyer; (f) terminates another contract with the Seller; or (g) breaches any other agreement between the parties.

17. Waiver. No waiver by Seller of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates or shall be construed, as a waiver of Seller's rights. 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.

18. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section without the necessity of bond. This Section does not apply to information that is: (a) in the public domain; or (b) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God or the public enemy, flood, fire, hurricane, tornado, wind storm, 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. If a Force Majeure Event prevents Seller from carrying out its obligations under the Agreement for a continuous period of more than seven (7) days, Seller may terminate the Agreement immediately by giving written notice to Buyer.

20. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is invalid. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the 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.

22. No Third-Party Beneficiaries. The 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.

23. Governing Law. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would result in the application of the substantive laws of any jurisdiction other than the State of Texas.

24. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located in Houston, Texas and each party irrevocably submits to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding.

25. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the 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). Except as otherwise provided in the 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. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms, which by their nature logically apply beyond the term of the Agreement, will remain in force after any termination or expiration of the Agreement expressly including, but not limited to, the following above-named sections: 12-15, 17-28.

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