

Kasco Marine, Inc.

Reseller Terms and Conditions

All resellers (“Reseller(s)”) of Kasco Marine’s Products and all transactions for such Products are subject to these Terms and Conditions during the term of the Reseller’s relationship with Kasco and as set out herein, surviving the termination.

1. DEFINITIONS.

For purposes of these Terms and Conditions:

- 1.1. “Effective Date” means the date these Terms and Conditions are provided by Kasco to Reseller, the date a Reseller is accepted as a representative of Kasco, or, upon submission of any order by a Reseller to Kasco.
- 1.2. “End User” means a person or entity that acquires a Product(s) and/or Value-Added Solution that includes Products for use and not for resale.
- 1.3. “MAP” means minimum advertised price.
- 1.4. “Product” means the Kasco products and accessories including services offered by Kasco that Reseller is permitted to resell. Products may be defined in a writing from Kasco, including email communications. Products are subject to modification by any written communication from Kasco. Products may not be re-labeled or modified.
- 1.5. “Reseller” means any person or entity to which Kasco sells Product(s) for the purpose of sale to End User(s), other resellers, or other entities.
- 1.6. “Reseller Approvals and Discounts” means the document or communication from Kasco that defines (i) the Products Reseller is authorized to sell, (ii) discounts from MAP that may be available to the Reseller, and (iii) restrictions on Reseller’s authority to sell, such as geographic restrictions, customer or end user restrictions or any other limitations to Reseller’s authority.
- 1.7. “Value Added Solution” means any equipment or service not offered by Kasco, provided by Reseller, that includes one or more Products.
- 1.8. “Warranty Services” mean the services that are provided pursuant to Kasco’s warranty.
- 1.9. “Writing or Written” means a digital or paper document provided by an authorized representative of a party.

2. RESELLER APPOINTMENT.

- 2.1 Non-Exclusive. Unless otherwise designated by Kasco Officer in writing, Reseller shall be appointed as a non-exclusive Reseller of the Products.
- 2.2 Limits of Authority. Reseller may not:
- a. Export Products outside of the country where the Reseller is located, itself or through any other entity, without express written approval of an officer of Kasco.
 - b. Market, promote, solicit sales, or sell Products without written authority of Kasco, or sell either passively or outside the defined market limitations described in Reseller Approvals and Discounts provided by Kasco, other than (i) those assigned in a pricing or Product list provided by Kasco; (ii) those Reseller is authorized in writing to sell; or (iii) Product(s) for which Kasco has accepted a purchase order from Reseller,
 - c. Sell product through on-line transactions via website or ecommerce platform, or any third-party marketplace, except with written approval from an officer of Kasco.
 - d. Engage in any sales practices prohibited by Kasco or misrepresent the authority or rights set forth in these Terms and Conditions or other communications from Kasco.
 - e. Waive, alter, or change any provision of any End User warranty without the written authority of an officer of Kasco.
 - d. Make any agreement, alter any representation or warranty, or incur any expense or obligation in the name of Kasco.
 - e. Disseminate any printed material regarding the Products or Kasco's business except as approved in writing by an officer Kasco.
 - f. Use Kasco's name, trade names, trademarks, certification marks, or logos in connection with its business other than in the manner expressly authorized in Kasco's advertising and promotional policies, Kasco's Trademark Guidelines and Kasco Brand Guidelines.
 - g. Assign its rights or authorize any party to resell Products without the written consent of an officer of Kasco.
- 2.3. Reservation of Rights. Except as specifically provided in these Terms and Conditions, no other right, title, or interest is granted, whether express or implied, by Kasco to Reseller. Reseller acknowledges that Kasco may appoint other resellers or other agents to sell the Products.
- 2.4. Amendment of Authority. Reseller's authority may be amended at the sole discretion of Kasco upon written notice provided to Reseller via email, national mail service or private mail delivery service.
- 2.6. Independent Contractors. The relationship of Reseller and Kasco is that of independent contractors. Nothing contained in these Terms and Conditions, or the conduct of the parties shall be construed to give either party the right to direct and control the day to day activities of the other, bind or commit the other to any act or omission, undertake any

obligation of the other party, or act or hold itself out as a partner, joint venture, co-owner, or other relationship other than independent contractors. These Terms and Conditions are not a joint activity agreement.

3. **RESPONSIBILITIES OF RESELLER.**

3.1 Marketing.

- a. Solicitation. Reseller shall use commercially reasonable efforts to solicit sales of the Products. Kasco may restrict the geographic area that a Reseller may sell into, Products that a Reseller may offer for sale, and persons or entities to which Reseller may sell. Reseller agrees to comply, directly and without employing any indirect sale with any “do not sell” instructions targeting specific parties or markets.
- b. Conduct. Reseller shall conduct its business so as to maintain and increase the goodwill and reputation of Kasco and the Products.
- c. Promotional Materials. Reseller shall use only promotional material approved by Kasco in writing, and complying with all Kasco Trademark and Kasco Brand Guidelines for purposes of promotion of the Products or any Value Added Solution that includes the Products. Kasco reserves the right to refuse the use of any promotion that Kasco, in its sole discretion, determines is inconsistent with the features, uses, or Product image for the Product or could adversely affect the reputation of Kasco or the Products.
- d. Marketing Costs. Reseller will pay all of its marketing costs except as may be pre-arranged and confirmed in writing by Kasco.
- e. Marketing Materials/Blank Kasco Product. Kasco may provide Reseller with mock-ups, blank Product, signage, trade show display materials, or other marketing materials. Kasco may require Reseller to purchase or provide a deposit for these marketing materials. Upon termination, Reseller must return all marketing materials in good condition. If the marketing materials are timely returned in good condition and are reusable, a deposit may be refunded.

3.2. Customer/End User. Kasco tracks the end user(s) of its Products.. Reseller agrees that it will provide tracking information for all sales of Product to permit Kasco to provide safety notices, recall information, regulatory compliance, etc. Reseller agrees that it will identify the End User even if the sale is to another party, including a Reseller or installer, or will require the subsequent Reseller or installer to provide that information. Information requested will include product model number, serial number, and owner contact information and location.

3.3. End User Satisfaction. Reseller acknowledges that high customer satisfaction is a condition of its continued relationship with Kasco. To ensure high customer satisfaction, Reseller shall:

- a. Use its best efforts to ensure that each Product marketed to the End User is appropriate to the End User's requirements and is properly installed.
- b. Promptly report to Kasco all suspected and actual problems with any Product.

- c. Avoid deceptive, misleading or unethical practices, which are or might be detrimental to Kasco or its Products.
 - d. Refrain from making any representations, warranties, or guarantees to End Users or other third parties with respect to the specifications, features or capabilities of Products that are inconsistent with the literature distributed by Kasco or these Terms and Conditions.
- 3.4. Value-Added Solutions. Reseller may offer the Product with ancillary or complimentary services or equipment as a Value-Added Solution. If offering a Value-Added Solution, Reseller must also offer the Product(s) without the Value Added Solution. No service or equipment offered as a Value Added Solution may alter any labeling, trademarks or alter or modify the Product in any way, adversely affect performance of the Product(s), or void or alter the warranty. Reseller shall provide Kasco with a current copy of any promotion of a Value-Added Solution that includes any Product prior to any sale of the Value-Added Solution. Reseller will publicly identify Value-Added Solution as containing Product, and Distributor as the supplier of Product in the Value-Added Solution. Any product failures that result from alterations or modifications as part of the Value-Added solution will be the responsibility of the Reseller. Reseller agrees to cover all warranty costs of any such failures.
- 3.4. Indemnity. Reseller will defend, indemnify, and hold Kasco and its agents harmless from and against any and all claims made by third parties arising out of the representations, acts and omissions of Distributor, any value added solution, or any claim related to or arising from any other product sold by Distributor, whether that product was bundled with the Product or not or any other product included in a Value-Added Solution.
- 3.5. End User Records. Reseller shall retain all information about distribution of the Products for five (5) years after the date of sale and assist Kasco in tracing a Product to an End User to distribute critical Product information, locate a Product for safety reasons, or to discover unauthorized marketing or infringing acts. Reseller must opt in to receive emails from Kasco with end user or Product safety, use, recall, intellectual property, or other notices.
- 3.6. Subsequent Resellers. Reseller will notify Kasco of each Product sale to any additional or subsequent reseller. Reseller is responsible for all subsequent resellers' compliance with these Terms and Conditions. Kasco may, in its sole discretion, refuse the right to sell to any additional or subsequent reseller based on prior violations of pricing policies, service issues, competitive activities or other practices that could affect the End User warranty or satisfaction, or could affect the reputation of Kasco and/or the Products. Reseller must comply with all approval processes of Kasco, and enforce all restrictions required by Kasco in these Terms and Conditions or in the course of dealing with subsequent resellers. Reseller is responsible for, and will be charged with violations of these Terms and Conditions, or other policies, rules, or guidelines by a subsequent Reseller, including but not limited to MAP violations, that can result in an immediate modification of discounted pricing or termination of Reseller.

4. PRICING AND PURCHASE ORDERS

- 4.1 Pricing/Quotes. Upon engagement Reseller will receive pricing information from Kasco. The prices payable by Reseller for Product may be revised at any time upon thirty (30) days' notice of a price change provided to Reseller or posted in a reseller portal on Kasco's web site. Quoted prices will be good for sixty (60) days. Reseller agrees it will comply with all of Kasco's MAP guidelines and policies set out in section 4.4.
- 4.2 Discount. The discount from MAP (the "Discount Level") for Reseller will be established by Kasco and may be defined in a writing in the Reseller Discounts and Approval document and provided to Reseller in the web portal or a separate writing to Reseller. Kasco may modify Discount Level with 30 Day notice to Reseller, or in the case of a violation or breach of any of these Terms and Conditions the Discount Level may be modified for current and future orders without prior notice.
- 4.3 Taxes. Prices stated in price quotes do not include any national, regional, or local taxes, income or other sales or use taxes, VAT, import taxes or tariffs that may be due on sale. Reseller shall be responsible for providing to Kasco or its designee, on demand, all documentation (such as resale certificates) necessary to permit Kasco to refrain from collecting any such taxes from Reseller. Reseller shall be responsible for collecting and remitting to Kasco any sales or other taxes that are due on any drop shipped Product. If Kasco, in its sole discretion, determines that tax should be collected by Kasco, the tax will be added to the invoice, or a supplemental invoice will be issued.
- 4.4 MAP. The Manufacturer's Advertised Minimum advertised pricing (MAP) for each of the Products is the current suggested retail price for each such Product. Reseller may not advertise or publicly offer for sale any Product at a price below MAP. Reseller may not sell Products to any subsequent Reseller who has prior MAP violations. A violation of MAP pricing policies will be treated as a breach and subject to immediate discount revisions or termination.
- 4.5 Purchase Orders. Purchase orders must be submitted to Kasco in writing with the correct part numbers, quantities, and pricing. Reseller is responsible for accuracy and verification of Product ordered. Purchase orders will not be binding until accepted by Kasco in a writing, and then will be subject to the current version of these Terms and Conditions.
- 4.6 Terms and Conditions Govern. These Terms and Conditions may not be altered by the terms of any order form, purchase agreement, purchase order or other order request from Reseller. In the event of a conflict in the terms of these Terms and Conditions and any purchase document or oral request, these Terms and Conditions govern.
- 4.7 Modification of Purchase Terms. In the event the parties agree to alter these Terms and Conditions for any purchase of Product by Reseller, such modification will be documents in a writing signed or acknowledged in writing by Kasco and Reseller.

5. PAYMENT

- 5.1 Payment for Products. Payment terms are net thirty (30) days from ship date from Kasco with approved credit. Kasco reserves the right to amend credit terms or require pre-payment.
- 5.2 Payment Method. Payment shall be made in US dollars via ACH or wire transfer to an account designated by Kasco officer, or upon written approval of Kasco, other payment methods such as a check.
- 5.3 Interest/Penalty. Any payment not made when due shall be subject to a delinquency charge at the highest rate permitted by law but not less than one percent (1%) of the amount charged per month with a minimum late charge of fifty US dollars (\$50.00USD). This remedy is not exclusive and is in addition to all other remedies available to Kasco for non-payment which may include changes to the Discount Level, or termination as a reseller.

6. CERTIFICATIONS AND ACCREDITATIONS.

- 6.1 Certification/Accreditation. Reseller acknowledges that certain Products may be ETL and/or UL listed or approved, or NSF certified. Kasco may secure other accreditations for the Products. Any and all certifications and accreditations shall be the sole property of Kasco and Kasco shall have the right to use, transfer and display the accreditations and certifications. Reseller will not seek certification of the product in its own name without the express written consent of Kasco officer.
- 6.2 Reseller Certification/Accreditation Prohibited. Reseller will not seek certification of any version of the Products, or any Product modified or customized for or by Reseller or any Value-Added Solution, except with the express written consent of Kasco officer.

7. SHIPMENTS.

- 7.1 Shipment Hold or Delay. Kasco reserves the right to hold or delay shipments for credit issues or product availability. Shipment delays may occur due to supply chain issues. If a shipment is going to be delayed more than thirty (30) days, Kasco will advise Reseller and the parties will work toward a solution. Shipment delays are not a breach of the Terms and Conditions or any other agreement with Kasco, but may be a basis of terminating a specific purchase order.
- 7.2 Shipping Terms. All shipments are Ex-Works, Kasco facility, Prescott, Wisconsin, Incoterms 2020, unless agreed in advance by Kasco. Unless specified in Reseller's purchase order, Kasco will select the mode of shipment and the carrier. Reseller will be responsible for and pay all packing, shipping, freight, and insurance charges, Kasco may require Company to pay in advance and all VAT and other applicable taxes. All risk of loss or damage will pass to Reseller upon delivery by Kasco of to the common carrier.
- 7.3 Returns. Reseller may return any Product for sixty (60) days after delivery. A return more than sixty (60) days after delivery requires written approval of Kasco, in their sole discretion. All returns must be at the sole cost of Reseller,

in original packaging, include the RMA number issued by Kasco and follow the current return instructions. A restocking charge of fifteen percent (15%) may be applied. Credits for returns will be undertaken within thirty (30) days of receipt.

8. RESELLER TERMS AND CONDITIONS AND TERMINATION.

- 8.1 Reseller Terms and Conditions. Upon Reseller's appointment these Terms and Conditions, as may be amended from time to time, shall remain in force and apply to all transactions and business dealings between Kasco and Reseller until either Reseller or Kasco terminates the business relationship.
- 8.2 Termination Events. Kasco may terminate Reseller, at its sole discretion, for convenience upon thirty (30) days' notice, or with no notice in the event of:
- a. Reseller fails to meet Kasco performance goals;
 - b. Reseller conducts business in a manner that, in Kasco's sole determination, does not adhere to the Kasco business conduct, ethics, or practices, or damages the customer experience or Kasco reputation or brands, or adversely affects other Resellers;
 - c. Reseller breaches any of these Terms and Conditions;
 - d. Reseller is subject to bankruptcy, receivership, insolvency, dissolution, liquidation, or similar proceedings are instituted by or against Reseller on all or any substantial part of its property under the United States Bankruptcy Act or similar foreign law;
 - e. In the event any person or entity that Kasco reasonably determines to be a competitor or prospective competitor of Kasco acquires the power or ability, directly or indirectly, to exercise any controlling influence over Reseller or Reseller's management, operations or policies (either alone or pursuant to an arrangement or understanding with one or more persons or entities), whether through the ownership of voting securities, through appointment of directors, through one or more intermediaries, by contractual arrangement or otherwise; and/or,
 - f. Reseller will not agree to Kasco's modifications to these Terms and Conditions.
- 8.3 Termination by Reseller. Reseller may terminate the relationship with Kasco at any time, or in the event of an uncured breach, upon thirty (30) days written notice.
- 8.4 Effect of Termination. Upon termination of the relationship between Kasco and Reseller, at the written request of the disclosing party, the other party shall return, within fourteen (14) business days, all originals and copies of Confidential Information received from the disclosing party, or shall deliver to the disclosing party within fourteen (14) business days a certificate signed by an officer of the receiving party certifying the destruction of all Confidential Information.

8.5 Survival. The parties' rights and obligations under Sections 2.2, 3.2, 3.3, 3.4, 3.5, 3.6, 4.3, 4.4, 4.6, 5, 6, 8, 9, 10, 12 and 13 and applicable definitions of these Terms and Conditions shall survive termination of the relationship of Reseller and Kasco and will define, interpret or construe the ongoing or residual obligations and rights of the parties.

9. CONFIDENTIALITY

9.1 Confidential Information. During the term of Reseller's appointment, Kasco and Reseller may disclose to one or both of the other parties certain information including but not limited to all price information, technical or business knowledge, know-how, discoveries, inventions, flow charts, processes, product features, hardware schematics, drawings, data bases, specifications, trade secrets, financial information, strategic business plans, development plans, potential new product features and enhancements, marketing plans, pricing information, product test and other test information, End User lists or other End User or prospect information, all of which will be considered Confidential Information of the disclosing party under these Terms and Conditions. Confidential Information shall further include these Terms and Conditions. The following shall not be considered Confidential Information of either party: (a) any information that is in the public domain at the time of its communication thereof to either party by the other party; (b) any information which enters the public domain, through no fault of the receiving party, subsequent to the time of its communication to the receiving party; (c) any information which is obtained in good faith by either party from a third party, provided such third party is not bound by a confidentiality agreement with Kasco or Reseller; (d) any information that is already known by the receiving party at the time of disclosure; and (e) any information that is developed by an employee of the receiving party who has not had access to the information provided by the disclosing party.

9.2 Nondisclosure Obligation. Each party shall:

- (i) Keep confidential all Confidential Information;
- (ii) Not disclose such information in whole or in part to any other person except those employees, agents or consultants involved in the implementation of these Terms and Conditions who have a need to know and are obligated to maintain the confidentiality of such information unless the disclosing party obtains written consent from Kasco officer prior to such disclosure;
- (iii) Use such information solely in connection with the implementation of these Terms and Conditions, and not otherwise for its own benefit or the benefit of any third party.

9.3 Exceptions. Neither Reseller or Kasco shall have any obligation of confidentiality or restriction on use regarding any information which is in the public domain, or which is independently developed, or which is independently obtained free from any obligation of confidentiality.

is independently obtained free from any obligation of confidentiality.

9.4 Remedies. In the event of any breach of this section, the resulting injuries would be difficult or impossible to estimate accurately, but it is certain that injury or damages will result to the business of the non-breaching party. The parties therefore agree that, in the event of any such breach, the non-breaching party shall be entitled, in addition to any available legal or equitable remedies for damages, to an injunction to restrain the violation or anticipated violation by the other.

10. INTELLECTUAL PROPERTY RIGHTS.

10.1 Ownership. Kasco owns and retains all title and ownership of all intellectual property rights in each Product including all documentation materials included therein. Kasco does not transfer any portion of such title and ownership, or any of the associated goodwill to Reseller, and these Terms and Conditions should not be construed as granting Reseller any right or license, whether by implication, estoppel or otherwise. Reseller shall have no rights to any Products or any other intellectual property of Kasco, and shall not copy or modify Products or create any derivative work based on the Products, or any other Kasco intellectual property, without the express written consent of Kasco. Any modifications to the Products and any derivative works created there from or from any other intellectual property of Kasco, whether made with or without the consent of Kasco, are the sole property of Kasco unless agreed to otherwise in writing by Kasco, and Reseller agrees to execute any and all documents transferring all such rights to Kasco. Reseller will immediately assign all rights in any derivative works to Kasco.

10.2 Trademark Usage. During the term of Reseller's appointment, Kasco grants to Reseller a royalty-free right to use the trade names and trademarks used by Kasco with a particular Product in connection with the licensing, advertisement and promotion of such Product in accordance with Kasco's trademark usage guidelines as may be amended from time to time. Reseller will not utilize ads or promotions that appear to be Kasco, or appear to advertise on behalf of Kasco directly. Reseller shall not remove, obscure, or alter from any Product package or Product any notice of and intellectual property or proprietary right. Further, Reseller shall not attach any additional trademarks to any Product package or Product without the prior written consent of Kasco or affix any Kasco trademarks to any product or item other than a Product. Upon Reseller's termination for any reason, Reseller shall cease all display, advertising, and use of any and all Kasco trade names and trademarks. Reseller shall not contest Kasco's trademarks or trade names, nor make application for registering any trademark, service mark or trade name presently or prospectively to be used with any Product without Kasco's prior written consent. Reseller agrees to discontinue the use of any trade names or trademarks of Kasco upon demand of Kasco.

10.3 Brand Guidelines. During the term of Reseller's appointment, Kasco grants to Reseller a royalty-free right to use the branding, colors, and logos of Kasco for purpose of promoting the sale of Products, subject to the then current "Brand Guidelines" provided by Kasco. All use of branding in ads, promotions, mailings, catalogues, marketing materials, etc. must be pre-approved by Kasco in writing. Upon Reseller's termination for any reason, Reseller shall cease all

display, advertising, and use of any and all Kasco branding. Reseller shall not contest, copy, mimic, or provide any deceptive marks or logos to imitate or cause confusion with Kasco's branding. Reseller agrees to discontinue the use of any branding practice that, in the sole discretion of Kasco, is deemed dilutive, deceptive, or confusing upon demand of Kasco.

- 10.4 Protection. Reseller shall take all reasonable steps to protect the Product from unauthorized copying or use by its employees, agents, representatives, or End User customers. Reseller shall promptly notify Kasco of any unauthorized use of any Product that comes to its attention. In the event of any unauthorized use by any of Reseller's employees, agents, representatives or End User customers, Reseller shall use its best efforts to terminate such unauthorized use and to retrieve any copy of the Product in the possession or control of such person engaging in such unauthorized use. Upon request from Kasco, Reseller will undertake legal proceedings to prevent unauthorized use. Reseller shall provide such authority; information and assistance related to such proceeding as Kasco may reasonably request to protect Kasco's interests.
- 10.5 Restrictions. Reseller shall not reverse engineer, disassemble (other than permitted repairs or warranty service), copy, reproduce, or decompile the Product or otherwise attempt to identify any portion of trade secret or Confidential Information related to the Product. Reseller shall not authorize, create, or offer a proprietary product to compete with the Kasco Products.
- 10.6 Indemnity. Kasco shall defend and indemnify Reseller for any and all claims alleging a breach of intellectual property so long as: (1) Reseller has not altered or modified the Products or the accompanying materials in any way which could be construed as infringing on the intellectual property of any other party; (2) Reseller undertakes modifications or alterations directed by Kasco to prevent infringement; (3) provides reasonable notice to Kasco as quickly as possible after such claim is made and allows Kasco to control the defense of any claim; (5) Reseller provides reasonable assistance to Kasco in defending any such claim against either Kasco or Distributor; and (5) Reseller does not undertake any act or omission which would prejudice the rights of Kasco in any such negotiation or proceedings, or the ability to resolve the same.
- 11. WARRANTY AND MAINTENANCE SERVICES/TRAINING.**
- 11.1 Technical and Warranty Services. During the term of Reseller's appointment, Kasco will provide usage support, technical support and repair and warranty services to End Users purchasing the Product from Distributor. Reseller or the End User must contact Kasco, and warranty claims number will be assigned, which will include shipping authority. Kasco's warranty only extends to service on the unit and not ancillary expenses such as retrieval or re-installation of the unit from operation. Removal and re-installation of the unit from service is the responsibility of the End User.
- 11.2 Value-Added Solutions. Reseller shall be solely responsible for providing all Support and Maintenance to End Users with regard to portions of the Value-Added Solutions other than the Products.

- 11.3 Payment for Warranty Services. Kasco Warranty Repairs may be performed by Kasco in-house repair center or by a Kasco authorized outside Repair Center. This is at Kasco's discretion. In-house warranty repairs, once confirmed as a valid warranty claim, will be completed at no charge. Kasco Warranty services provided by authorized repair service centers will be reimbursed to Reseller at the then current warrant service rates established by Kasco. A copy of the current Warranty Service rates will be provided no less than annually. Extended warranties offered by Reseller that are greater than the warranty provided with the Products will not be reimbursed. Any reimbursement may be offset against current orders for Product.
- 11.4 Repairs, Warranty Service. Reseller may request authority to provide warranty service and repairs. Kasco will evaluate each such request and may require reasonable conditions, such as more than one trained service tech, confidentiality, or other restrictions on such services. All repair and warranty services are governed by current policies, subject to change in the sole discretion of Kasco.
- 11.5 Training. Kasco may periodically offer technical training in the uses and application of the Products either at the Kasco facility or at Reseller's facility. Kasco offers no regularly scheduled training.

12. **WARRANTIES; DISCLAIMER, AND LIMITATION OF LIABILITY.**

- 12.1 Warranties. Any product warranties associated with the Products runs solely for the benefit of End Users.
- 12.2 Disclaimer. Reseller hereby waives, releases and disclaims, all warranties, obligations and liability of Kasco and all remedies, rights and claims of Reseller, express or implied, arising by law or otherwise, with respect to any defect, deficiency, or nonconformity in the products, support, services, or anything else furnished under these Terms and Conditions, including but not limited to any: (a) implied warranty of merchantability or fitness for a particular purpose; (b) implied warranty arising from course of performance, course of dealing, or usage of trade; (c) claim of infringement; or (d) claim in tort, whether or not arising in whole or in part from Kasco's fault, negligence, strict liability, or product liability.

13. **OTHER PROVISIONS.**

- 13.1 Applicable Laws; Forum. These Terms and Conditions shall be interpreted, construed, and enforced in accordance with the laws of the State of Wisconsin without reference to its choice of law rules or any international codes or conventions which could govern the business relationship between Reseller and Kasco or these Terms and Conditions. Reseller shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of these Terms and Conditions or any other matter relating to the Products, services, or other items furnished by Kasco, or otherwise arising under or by reason of any oral or written agreement between Reseller and Kasco, other than in the state and/or federal courts sitting in Wisconsin. The parties do not intend the Wisconsin Uniform Commercial Code, or any local, national, or international commercial or contract laws to modify these Terms and Conditions. Reseller hereby

irrevocably consents to the jurisdiction and venue of the foregoing with regard to any such suits, proceedings, or claims. Reseller irrevocably consents to service of process and other legal documents by means of an overnight mail service capable of tracking deliveries or United States Postal Service certified mail.

- 13.2 Negotiation. In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms and Conditions, the business relationship between Reseller and Kasco, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be settled in a court of law authorized under this Agreement to hear the matter or by consent of both parties, by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 13.3 Notices. Any notice or other communication under this Agreement given by either party to the other party shall be deemed to be properly given if given in writing and delivered in person, mailed, properly addressed, and stamped with the required postage, to the intended recipient at its address specified herein, or by electronic means provided receipt is acknowledged by the receiving party or responded to by such receiving party. Either party may from time to time change its address by giving the other party notice of such change.
- 13.4 Modification. Other than provisions specifically authorizing Kasco to amend the terms hereof, these Terms and Conditions shall not be supplemented or modified by any course of dealing, usage of trade, or other means unless in writing, approved by Kasco, and signed by the party against whom enforcement is sought.
- 13.5 Assignment. Reseller shall not assign any of its rights under all or any part of these Terms and Conditions, directly, by operation of law, or otherwise, without the prior written consent of Kasco. Subject to the foregoing restriction on assignment by Reseller, these Terms and Conditions shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 13.6 Compliance with Laws. Each party will, at its own expense, comply with all statutes, regulations, rules, ordinances, and lawful orders of any governmental body, which apply to, or result from its obligations under this Agreement, including, without limitation, U.S. export control laws.
- 13.7 Entire Agreement. These Terms and Conditions and the referenced guidelines and documents, if any, as may be amended from time to time, constitute the entire agreement between Kasco and the Reseller, and supersede any and all prior agreements or oral terms or agreements, between Kasco and Reseller related to these matters.

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