The Supplier shall provide Services in accordance with these Conditions and the terms of the relevant Proposal.

9.1 The Supplier shall, upon the Buyer’s reasonable request and otherwise as required, provide the Supplier with all necessary information and materials to enable the Supplier to provide Services in accordance with the terms of any relevant contract. The Buyer acknowledges that the Supplier shall not be responsible for providing any such information or materials, provided that it is asked to do so in writing by the Supplier.

9.2 The Buyer acknowledges and agrees that the Supplier shall be entitled to retain and use any information, idea or work of authorship furnished to it by the Buyer or derived by it from the performance of the Services, including without limitation any specification; (iii) performance by the Supplier of any work required to be performed under the Service Agreement in accordance with the terms of the relevant Proposal.

10.3 The Buyer shall, at its own expense, in addition to the payment involved, bear the cost of any action necessary to evidence and perfect said security interest including, without limitation, the filing of any financing statement with respect to any Products sold by the Supplier to the Buyer or to any of its affiliates as stated in any written or Proposal.

10.4.3 If any claim is made against the Buyer that the Product or Services infringe the patent, copyright or other intellectual property right in any work performed by the Supplier, then the Buyer shall defend, indemnify and hold the Supplier harmless from and against any losses, damages, costs and expenses awarded against, or incurred by, the Supplier in connection with the controversy or the suits. In addition, the Supplier may furnish suitable substitutes for materials or parts which were found by the Buyer to be unacceptable.

11.1 The Supplier shall deliver or arrange for Delivery of Products CPT (Incoterms 2010) to the Buyer’s premises or other place of delivery if otherwise agreed in writing unless otherwise agreed in writing, the Buyer shall be liable to pay the Supplier’s charges for transport, packaging, insurance and export and import clearance.

11.2 The Buyer shall not be liable to the Buyer for any loss of profit, loss of data, costs and expenses incurred by the Buyer in connection with the sale or supply of Products, whether such claim or damages accrue at any time after the date of the payment which may be recovered from the Buyer shall include all reasonable claim or claim or costs or expenses or for which the Supplier is liable to indemnify the Buyer for any damages or losses and (ii) the Buyer shall give the Supplier all reasonable notice of the non-performance of the Products and/or Services, then the Buyer shall be entitled to repudiate the contract and against all loss, damage cost, charges and expenses suffered or incurred by the Buyer.

11.3 Without prejudice to Section 13.1, Section 15.3 sets out the limits of liability of the Supplier and the Buyer’s liability to the Buyer in respect of Services in that year. This Section 15.3 shall be construed subject to any and every such claim; (ii) the Buyer shall give the Supplier all reasonable notice of the non-performance of the Products and/or Services, then the Buyer shall be entitled to repudiate the contract and against all loss, damage cost, charges and expenses suffered or incurred by the Buyer.

11.4 Without prejudice to Section 13.1, the Buyer shall be entitled to recover damages from the Supplier for all losses and damages (whether direct or indirect), costs and expenses which the Buyer has suffered or incurred by reason of any representation or warranty made by the Seller of any Products or Services or any part thereof or the Buyer shall be entitled to repudiate the contract and against all loss, damage cost, charges and expenses suffered or incurred by the Buyer.

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20. Regardless of any disclosure made by Buyer to Supplier of the ultimate destination of Products, Buyer shall not export (either directly or indirectly) any Product, or any system incorporating said product, either in contravention of any law, statute or regulation or without first obtaining all required licenses and permits from all relevant agencies or departments of the United States government, including the United States Department of Commerce.

21. These Conditions and any Contract shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions. Where any claim or dispute arising out of or in connection with these Conditions or any Contract is not settled by negotiation, the parties will consider using mediation, in accordance with the American Arbitration Association mediation rules and procedures. No mediation is to be conducted in arbitration. If any party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, any party may refer the claim or dispute to arbitration, in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration process will be commenced by service by one party on the other of a written notice that the dispute is to be referred to arbitration. The parties will then participate in good faith in the arbitration. Unless otherwise agreed between the parties, the arbitrator will be nominated by the American Arbitration Association. Arbitration proceedings shall be held in Chicago, Illinois. Under no circumstances are the arbitrators authorized to render an award inconsistent with the provisions of Sections 12 and 13 of these Conditions. The expenses and fees of any such arbitration proceedings shall be borne equally by the Supplier and the Buyer. The award of the arbitrator or arbitrators shall be final and binding upon the parties, and judgment upon any such award may be entered in any court having jurisdiction. Nothing in this Section 21.1 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.

21.2 Failure by the Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any right theretofore or any future right or in any way reduce any other right of the Buyer under these Conditions.

21.3 If any provision or part of a provision of these Conditions is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision.

21.4 The Buyer may not assign, transfer, novate or otherwise dispose of all or any of its rights or delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the Supplier.

21.5 The Buyer may not assign any right hereunder to any third party without the prior written consent of the Supplier. All notices given under these Conditions shall be sent to the address of the other party set forth in the quotation or to such other address as the party may designate from time to time by such notice. Notice shall be regarded as properly given if written in writing and shall be deemed to have been served on delivery if sent by hand, 2 days after despatched if sent by mail, and on confirmation of transmission, if sent by facsimile. 10/2004