

Contact Details:

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These Standard Terms & Conditions of Sale (hereinafter, these "**Terms**") apply, without exception, to the purchase and sale of products and/or related services ("**Products**") offered by Masport Incorporated, a Nebraska corporation (hereinafter, "**us**," "**we**," or "**Masport**"), through or on Masport's website, www.masportpump.com (the "**Site**"), via telephone, or otherwise. These Terms, along with Masport's Terms of Use located at https://www.masportpump.com/uploads/terms/masport_terms_of_use.pdf, which is incorporated herein by reference ("**TOU**"), Masport's Privacy Policy located at https://www.masportpump.com/uploads/terms/masport_privacy_policy.pdf, which is incorporated herein by reference ("**Privacy Policy**"), the Masport Order Confirmation delivered to you upon submission of your purchase order ("**Order Confirmation**"), and any other additional guidelines, terms, and agreements of Masport that are applicable to such Products ("**Other Agreements**"), constitute, the entire integrated agreement (collectively, the "**Agreement**") between the purchaser of such Products ("**you**" or "**Customer**," which, together with Masport, shall be referred to herein as the "**parties**") concerning such Products and supersede and replace all prior communications, understandings and/or agreements (whether written or oral) between the parties with respect thereto. Other documents, including any documents, forms, or other terms or conditions provided heretofore or hereafter by Customer to Masport, are not part of the Agreement. These Terms are hereby incorporated in any and all oral or written contracts, obligations, understandings, commitments, leases, licenses, purchase orders, bids or other agreements, arrangements and/or transactions between or among you and Masport, including, without limitation, in connection with any Products purchased by you as of or subsequent to the date hereof.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS SHALL BE REQUIRED TO CONSUMMATE THE SALE OF ANY PRODUCTS AND THAT NO OTHER INVOICE AND PURCHASER ORDER SHALL BE ACCEPTABLE OR EFFECTUATE THE SALE OF ANY PRODUCT HEREUNDER. ANY VARIATION FROM THESE TERMS CONTAINED IN YOUR ACCEPTANCE OF THE PURCHASED PRODUCTS OR ANY INVOICE OR PURCHASE ORDER PREPARED BY YOU ARE HEREBY REJECTED AND SHALL HAVE NO EFFECT AND NOT BE BINDING ON MASPORT.

BY REGISTERING FOR AN ACCOUNT, CLICKING "I ACCEPT" (OR SIMILAR PHRASING), OR BY PURCHASING OR PLACING AN ORDER FOR OUR PRODUCTS, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THE AGREEMENT. PLEASE READ THESE TERMS AS WELL AS THE TOU, PRIVACY POLICY, ORDER CONFIRMATION, AND OTHER AGREEMENTS

CAREFULLY PRIOR TO PURCHASING ANY PRODUCTS OR SERVICES THAT ARE AVAILABLE ON THE SITE OR OTHERWISE.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THE SITE, VIA TELEPHONE, OR OTHERWISE IF YOU (A) DO NOT AGREE TO THESE TERMS, THE TOU, PRIVACY POLICY, AND ANY APPLICABLE OTHER AGREEMENTS, (B) ARE NOT AT LEAST 18 YEARS OLD, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY CONTENTS, GOODS, OR SERVICES THEREIN BY APPLICABLE LAW.

YOU HEREBY REPRESENT THAT YOU (A) HAVE READ, UNDERSTOOD, AND ACCEPTED THE AGREEMENT, (B) WILL BE FINANCIALLY RESPONSIBLE FOR YOUR USE OF THE PRODUCTS, (C) ARE AT LEAST 18 YEARS OLD, AND (D) MAY OTHERWISE ENTER INTO AND FORM BINDING CONTRACTS UNDER APPLICABLE LAW. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THE AGREEMENT.

IF YOU CHOOSE NOT TO ACCEPT THE AGREEMENT, DO NOT REGISTER FOR AN ACCOUNT, CLICK "I ACCEPT" (OR SIMILAR PHRASING), OR PURCHASE OR ORDER OUR PRODUCTS.

PURCHASE TERMS AND CONDITIONS

Order Acceptance:

You agree that your order is an offer to buy, under these Terms, all Products listed in your order. All orders must be accepted by Masport or we will not be obligated to sell such Products to you. Masport may choose not to accept orders at our sole discretion, even after we send you an Order Confirmation or other confirmation email, receipt, or statement with your order number and details of the Products you have ordered.

Pricing:

As consideration for the purchased Products and the limited warranty set forth herein, Customer agrees to pay Masport the purchase price set forth on the Order Confirmation together with all applicable sales taxes, use taxes, excise taxes, export duties and tariffs (collectively, the "**Taxes**"), and all freight, handling, or shipping charges ("**Freight**"). In the event that fabrication of the purchased Products has not commenced within ninety (90) days following the date on the Order Confirmation, for whatever reason, the price for the Products will be subject to re-pricing to reflect any increase in labor, materials, and/or other costs between such date and the date on which fabrication is completed. Customer agrees and acknowledges that all prices, discounts, and promotions posted on the Site are subject to change without prior notice to Customer. The price charged for any ordered Products will be the price in effect at the time the order is placed and will be set out in your Order Confirmation. Except as otherwise provided herein, price modifications shall not apply to orders placed prior to such changes. Unless expressly stated otherwise, prices for all Products are in the form of US Dollars. Posted prices do not include Taxes or charges for Freight. All such Taxes and charges will be added to your order total, and will be itemized in your shopping cart and in your Order Confirmation. To the extent permissible under law, you are responsible for any applicable Taxes, whether or not they are listed on your Order Confirmation.

Masport strives to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. Masport reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Masport's minimum sale is \$25.00 per order.

Promotions:

Masport may offer from time to time promotions on the Site that may affect pricing and that are subject to terms and conditions in addition to these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

General Payment Terms:

Terms of payment are within our sole discretion and, unless an Approved Credit Account has been established (as approved by us in our sole discretion). For online purchases from the Site, payment must be received by us prior to our acceptance of an order. We accept credit card or PayPal for all such purchases. You represent and warrant that (a) the payment information you supply to us is true, correct, and complete, (b) you are duly authorized to use such payment information for the purchase, (c) charges incurred by you will be honored by your credit card company or bank, and (d) you will pay charges incurred by you at the posted prices, including Freight charges and all applicable Taxes, if any, regardless of the amount quoted on the Site at the time of your order. We may store and continue billing your payment method (e.g., credit card) even after it has expired, to avoid interruptions in your Products and to use to pay other Products you may buy. Masport shall have the absolute right to offset any amounts due to Masport from Customer against any amounts due to Customer from Masport.

Approved Credit Account:

Customers having an Approved Credit Account (A) shall make payment in full within 30 days from the date of the applicable invoice and (B) may be eligible for a 2% discount on the posted purchase price only (and not on Freight, Taxes, or other charges) if payment is received by Masport within 10 days of the date of the applicable invoice. In the event any amounts that are payable to Masport hereunder are not paid when due, Customer shall, in addition, pay Masport interest on the portion thereof which may from time to time remain unpaid at the rate of one and one-third percent (1.33%) per month, or if lower, the maximum rate permitted by applicable law, from the date on which such payment is due until the same is paid in full. Accounts with past-due amounts over 60 days will be placed on "Credit Hold" status and no purchases will be shipped to Customer. Should a credit card be used to pay any past due amounts or any new purchases while on Credit Hold a 4% fee on the total amount due will be charged. After payment is received for all overdue amounts, the account may be put back on open account terms in Masport sole discretion.

Purchase Money Security Interest:

Customer hereby grants to Masport a purchase money security interest in and first lien upon any and all Products delivered to Customer by Masport hereunder as security for the payment when due of any and all sums payable to Masport by Customer hereunder and hereby consents to Masport's filing of one or more UCC financing statements with respect to such collateral. Further, Customer agrees to take all such further action and to execute, deliver, and file or deliver all such further instruments or documents as Masport may reasonably request in order to perfect and preserve its first lien and security interest in the collateral.

Product Delivery:

Unless otherwise agreed in writing by an authorized representative of Masport, Masport will arrange to have the Products delivered to Customer at the "Ship to Address" set forth on the Order Confirmation by common carrier and the Freight associated with the delivery will be added to the purchase price. In all events, the following shall apply:

- A. All Freight and other delivery-related costs and expenses shall be the responsibility of the Customer;
- B. All shipments will be made F.O.B. shipping point, with title and risk of loss passing to the Customer upon the Products being delivered to the common carrier at Masport's manufacturing facility;
- C. In no event shall Masport assume any responsibility or be liable to Customer or Customer's customer for any loss, damage, cost, or expense caused by any delay or damage in shipment or delivery;
- D. Shipping and delivery dates are estimates only and cannot be guaranteed;
- E. All claims for damage occurring during shipment shall be directed to the common carrier and are not the responsibility of Masport; and
- F. Delivery by Masport to the common carrier shall constitute delivery to the Customer.

Inspection and Claims:

Promptly upon receipt of the Products, Customer shall inspect the Products for damages, shortages, or discrepancies. All claims for damage incurred during shipping and delivery shall be governed by the terms set forth in the Product Delivery section above. All claims for discrepancies or shortages must be made promptly, and in no event more than ten (10) days after receipt of the Products. Customer waives and forever relinquishes any claims based upon shortages or discrepancies not asserted in writing within such ten (10) day period.

Order Cancellation:

Customer may cancel an order by providing written notice of cancellation to Masport prior to shipment of the Products. However, special order items may not be cancelled except as authorized in writing by an authorized representative of Masport. In the event Customer cancels an order, Customer nevertheless agrees to pay Masport for all costs and expenses incurred by Masport in connection with such order through the close of business on the day on which Masport receives the cancellation notice. All such costs and expenses shall be due and payable to Masport on demand and/or will be subject to Masport's absolute right of offset.

Return of Products:

Except for any Products designated on the Site as non-returnable or non-refundable or other special orders (as determined in our discretion), we will accept a return of any applicable Products that are (1) defective, (2) shipped in error, or (3) ordered in error (all as further set forth below), for a credit or refund (as further set forth herein) of your purchase price less the original shipping and handling costs, provided such return is made within thirty (30) days of shipment, such Products are returned in their original condition, and subject to the terms and conditions contained herein. To return any Products, you must contact Customer Support at cs@masportpump.com or +1 402 466 8428 before shipping such Products to obtain a Returned Goods Authorization (RGA) number. No returns of any type will be accepted without contacting Customer Support and

obtaining a RGA number. In Masport's sole discretion, certain Products may be returned for credit. All such Products shall be subject to factory inspection, and may be rejected if not found to be in their original condition. All returned Products must be shipped with Freight charges pre-paid by the Customer. Products that are obsolete, as determined in Masport's sole discretion, or that were specially ordered shall not be returnable. Customers wishing to return materials for credit shall pay Masport's restocking fee on returned merchandise.

Return of Defective Products:

Defective or failed Products must be held at the Customer's premises until authorization has been granted by Masport to return such Products. Products returned for warranty inspection must be returned with Freight pre-paid by Customer.

Products Shipped in Error:

Customer must notify Masport promptly of any Products shipped in error in accordance with the Inspection and Claims section above. Conditioned upon timely notice in accordance therewith, Products found to be shipped in error shall be returned to Masport via the method of shipment or carrier as advised by Masport, and at Masport's expense. Customer will be reimbursed for cost of such Products, plus the actual Freight charges that were incurred by Customer due to a shipping error by Masport.

Products Ordered in Error:

Products ordered in error (subject to Masport's agreement that such Products were ordered in error in its sole discretion) may be returned for credit, but only if such Products are returned promptly, are not obsolete, and are found to be in their original condition. All such Products must be returned Freight pre-paid, and Customer shall pay Masport's restocking fee. Special orders cannot be returned.

MODIFICATION AND AVAILABILITY OF PRODUCTS

Masport may, at any time, delete, modify, or supplement any of the Products without prior notice. Masport reserves the right, for any reason, at its sole discretion, to terminate, change, suspend, or discontinue any aspect of the Products. Masport may also impose limits on certain features of our Products or restrict your access to all or part of any of the Products without notice or penalty.

LIMITED WARRANTY, LIABILITY, AND INDEMNIFICATION

Limited Warranty:

THE LIMITED WARRANTY SET FORTH IN THIS SECTION (THIS "**LIMITED WARRANTY**") GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

SUBJECT TO THE TERMS SET FORTH HEREIN, MASPORT HEREBY WARRANTS THAT DURING THE WARRANTY PERIOD (DEFINED BELOW) THE PRODUCTS PURCHASED FROM MASPORT ON THE SITE OR OTHERWISE WILL, IN NORMAL AND INTENDED USE AND SERVICE, BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT, OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS, OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

Who May Use This Limited Warranty?

This Limited Warranty extends only to the Customer and the original end-user (if such original end-user is someone other than the Customer). As such, this Limited Warranty does not extend to any subsequent or other owner, transferee, or beneficiary of the Products.

What Does This Limited Warranty Cover?

During the Warranty Period, this Limited Warranty covers defects in materials and workmanship in Products purchased from Masport on the Site or otherwise.

What Is The Period Of Coverage Under This Limited Warranty?

This Limited Warranty starts on the date set forth on the Order Confirmation to Customer for the warranted Products and lasts for twelve (12) months thereafter (the "**Warranty Period**").

How Do You Obtain Warranty Service?

The Customer or original end-user must provide notice of covered defects in writing to Masport during the Warranty Period and within thirty (30) calendar days following the Customer's or original end-user's discovery of such defect (the "**Notice Period**").

What Does This Limited Warranty Not Cover?

Notwithstanding anything herein to the contrary, this Limited Warranty does not cover any of the following, each of which are hereby expressly excluded therefrom:

- A. Defects that are not discovered during the Warranty Period;
- B. Defects that are not reported to Masport in writing within the Notice Period;
- C. Usual and customary deterioration or wear resulting from normal use, service, and exposure;
- D. Any Products that are transported outside of the United States;
- E. Any shortages or discrepancies, all of which shall be exclusively governed by the Inspection and Claims section of these Terms set forth above;
- F. Any claims for loss, damage, cost, or expense caused by any delay or damage in shipment or delivery damage, all of which shall be exclusively governed by the terms set forth in the Product Delivery section above;
- G. Shipping or other costs incurred to return the Products to Masport for warranty inspection;
- H. Damage to persons or property other than the Products, or for any incidental, consequential, or special damages.
- I. Any defect and/or any loss, damage, cost, or expense incurred by Customer, original end-user, or any third party to the extent the same arise out of, relate to or result, in whole or in part, from any one or more of the following:

- (1) Theft, vandalism, accident, war, insurrection, fire or other casualty;
- (2) Defects or damage caused by the Customer, original end-user, or any third party;
- (3) Exposure to corrosive, chemical, ash, smoke, fumes, or the like;
- (4) Any Products that have been altered, modified, or repaired by Customer, original end-user, or any third party without Masport's prior written consent;
- (5) Failure to perform any preventative maintenance;
- (6) Storage;
- (7) Combination or use of the Products with any products, materials, processes, systems, or other matter not provided or authorized in writing by Masport;
- (8) External causes such as accidents, abuse, or other actions or events beyond our reasonable control; or
- (9) Any misuse of the products, including any use of the Products not in conformity with product manuals or contrary to product warnings.

Resolution of Warranty Claims:

In the event Masport is notified of a warranty claim in conformity with the notice requirements set forth above, Masport shall, with the full cooperation of Customer and/or original end-user (which shall include, without limitation, return of the Products for warranty inspection if requested by Masport), immediately undertake an investigation of such claim. To the extent Masport determines, in its sole discretion, that the warranty claim is covered by this Limited Warranty, Masport will, as Customer and original end-user's sole and exclusive remedy and at Masport's option, either:

- A. Ship replacement products to Customer or original end-user; or
- B. Ship repaired product(s) to Customer or original end-user.

Masport shall not be responsible to Customer or original end-user for the cost of dismantling any defective Products or installing replacement Products, all of which shall be and for all purposes remain the sole responsibility of Customer and original end-user.

Customer's Responsibility to Masport Concerning Original End-Users:

Customer warrants and represents that if it resells any Products or incorporates any Products into its own merchandise for the purpose of sale, Customer will:

- A. In all instances causes such purchaser to be bound by, and agree to, this Limited Warranty as set forth herein, including all terms and limitations thereof;
- B. Properly affix all warning labels to all Products;
- C. Provide the applicable Masport product manuals to such purchasers.

Disclaimer of Implied Warranties:

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (I) THIS LIMITED WARRANTY SET FORTH HEREIN IS AN INTEGRAL PART OF THE AGREEMENT PURSUANT TO WHICH THE PRODUCTS WERE PURCHASED; (II) CUSTOMER (FOR ITSELF AND ON BEHALF OF THE ORIGINAL END-USER, IF APPLICABLE) HAS ACCEPTED THIS LIMITED WARRANTY AS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY MASPORT TO CUSTOMER AND ORIGINAL END-USER WITH RESPECT TO THE PRODUCTS; AND (III) THIS LIMITED WARRANTY IS REFLECTED IN THE PURCHASE PRICE FOR THE PRODUCTS. MASPORT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS, GOODS, OR SERVICES SOLD OR PROVIDED TO THE CUSTOMER PURSUANT TO THE AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY HEREBY DISCLAIMED.

Limitation on Liabilities and Damages:

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY OR THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MASPORT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR PRODUCTS, EVEN IF MASPORT OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES RESULTING DIRECTLY OR INDIRECTLY FROM:

- A. YOUR USE OF OR YOUR INABILITY TO USE OUR PRODUCTS;
- B. SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO THE PRODUCTS OR BREACH OF ANY OF THESE TERMS; OR
- C. YOUR NEED TO MODIFY PRACTICES, CONTENT OR BEHAVIOR OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THE AGREEMENT.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF MASPORT TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THE AGREEMENT OR YOUR PURCHASE OR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, THE LISTED PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS YOU PURCHASED PURSUANT TO THE TERMS HEREUNDER.

Some jurisdictions do not allow the exclusion of damages, so such exclusions may not apply to you. The limitation of liability set forth above shall only apply to the extent permitted by applicable law.

Limitation on time to file claims:

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT OR YOUR USE OF OUR PRODUCTS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Indemnification:

You agree to indemnify and hold harmless Masport, its affiliated companies and their respective officers, directors, employees, managers, agents, successors, and assigns (“**Indemnified Parties**”) from and against any claim or demand (including reasonable attorneys’ and experts’ fees and costs) made by any party due to or arising out of your (a) breach of the Agreement, (b) improper use of the Products, (c) breach of any law or the rights of a third party, or (d) failure to strictly comply with your obligations to Masport concerning original end-users or any representations made by you to such original end-user. Masport shall promptly notify you in writing of any threatened or actual claim or demand and reasonably cooperate with you to facilitate the settlement or defense thereof. You shall have sole control of the defense or settlement of any claim or demand, provided that Masport, at our option and expense, may participate and appear on an equal footing with you. You shall not settle any claim or demand without the written consent of the Indemnified Parties, with such consent not to be unreasonably withheld or delayed.

INTELLECTUAL PROPERTY

Certain Products may contain trademarks, trade names, content, features, functionality, video, audio, images, displays, works of authorship, text, files, photos, designs, and other material of Masport (“**Masport Content**”). Masport Content and all intellectual property rights thereto are protected by United States and international copyright, trademark, patent, trade secret and other proprietary or intellectual property laws and Masport or its licensors is and shall at all times remain the sole and exclusive owner of the Masport Content and all intellectual property rights thereto. Masport hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Masport Content (excluding any software code) solely for your personal use of our Products. Except as expressly authorized by Masport, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Products or the Masport Content, in whole or in part. Any rights not expressly granted herein are reserved by Masport.

The name “Masport” and all other Masport marks, logos, product and service names, designs, and phrases that we use in connection with our Products are trademarks, service marks, or trade dress of Masport or its affiliates or licensors. You may not use such marks without the express written prior permission of Masport. Other company, product, and service names and logos used and displayed through or on the Products may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Masport and may not be used by you without permission. Any use of such marks, or any others displayed on through the Products, will inure solely to the benefit of their respective owners.

MISCELLANEOUS**Modification and Waiver:**

Masport may, modify, add or remove any portion of the Agreement from time to time, in its sole discretion with or without notice to you, by posting such changes on the Site. Once posted such changes shall come into full force and effect. In addition to other forms of acceptance, use of the Products constitutes acceptance of the Agreement, including continued use after such changes are posted. It is your responsibility to check periodically for changes to the Agreement. Any waiver

shall be limited to the circumstance or event specifically referenced in the written waiver and shall not be deemed a waiver of any other term of the Agreement or of the same circumstance or event upon any recurrence thereof.

Force Majeure:

Masport shall not in any event be liable for any failure in performance hereunder to the extent such delay or failure is caused by an event that is beyond the reasonable control of Masport, including but not limited to fire, flood, earthquake, explosion, war, acts of terrorism, strike, embargo, government requirement, civil or military authority, acts of God, equipment failure or shortages of labor, fuel, materials or equipment. Masport shall notify Customer of such condition or occurrence as soon as is reasonably possible.

Governing Law:

By purchasing any of the Products, you agree that the Agreement and your use of the Products shall be governed exclusively by the laws of the State of Nebraska, USA without regard to conflict of laws principles, regardless of your location when purchasing the Products. These Terms are entered into and performed in State of Nebraska, USA. These Terms do not give rise to personal jurisdiction over Masport, either specific or general, in jurisdictions other than Nebraska.

Dispute Resolution:

The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Lincoln, Nebraska. Except as otherwise determined by Masport, in its sole discretion, all disputes or claims arising out of or relating to the Agreement shall be settled by arbitration, to be conducted by a single arbitrator in Lincoln, Nebraska, by and in accordance with the then effective commercial rules of the American Arbitration Association; provided that the arbitrator shall not have authority to issue injunctions. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained in Lincoln, Nebraska. The parties expressly submit to the exclusive personal jurisdiction and venue of these forums and courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

Attorneys' Fees and Costs:

If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party to enforce its rights under the Agreement against the other party, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by Masport, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Masport prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Masport on an equitable basis.

Notices:

Any notice to Masport must be in writing and must be sent via email and by registered mail or overnight courier pursuant to the contact information set forth at the beginning of these Terms. Any notice to you shall be given by email or mail to the email or mailing address provided to you

during registration or checkout, or as subsequently updated by you, or via posting on the Site, any of which you agree shall be sufficient notice to you. Notice shall be deemed to have been given to you upon twenty-four (24) hours after it has been sent or at the time the information was posted on or through the Site. If you change your address, you are responsible for notifying us of such change.

Severability:

If any provision of the Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the Agreement shall continue in full force and effect.

No Partnership:

No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by the Agreement.

Assignment:

You may not assign or transfer the Agreement or your obligations hereunder in whole or in part, whether by operation of law or otherwise, without Masport's prior written consent. In the event of a permitted transfer, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. To the extent any novation is required for Masport to assign the Agreement, you hereby appoint the officers of Masport as your attorney-in-fact to execute all documents necessary to consummate such novation. Masport may assign or transfer the Agreement or its obligations hereunder in whole or in part, whether by operation of law or otherwise, without obtaining your consent.

Survival:

All provisions in the Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of the Agreement.

Language:

If a translation of the Agreement into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. If the Agreement is provided to you in a language other than English, Masport does so solely for your convenience.

Last modified November 22, 2019