A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect its security interest. A copy of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper accounting.

**ASSIGNMENT OR DELEGATION:** Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of APPLIED.

**WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION:** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of laws rules. Any dispute arising out of or relating to transactions hereunder shall be settled by binding arbitration in Cuyahoga, Ohio under Ohio law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. Action by either party for loss or damage by reason of any breach of contract shall be brought within 2 years of the occurrence of such breach, and any such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the same provisions shall not be affected thereby.

**LIMITATION OF LIABILITY:** APPLIED shall not be liable in any event for breach of contract or for any other reason or for any special, indirect or consequential damages or loss, whether based on contract, warranty, tort (including negligence) or otherwise, or for any special, incidental, or consequential damages whatsoever, arising out of, or in any way connected with, or resulting from the performance or breach thereof, or connected with any Materials or services supplied hereunder, or the sale, resale, operation or use of Materials, whether based on contract, warranty, tort (including negligence) or other grounds. APPLIED shall not be liable for any lost profits or for any costs of capital, cost of substitute products, facilities or services, downtime costs, or claims or liabilities of any kind incurred by Buyer or its licensor, if any, or by any third party or persons or property, or for any claim based on personal injury or property damage, whether based on contract, warranty, tort (including negligence) or other grounds.

**CREDIT BALANCE:** Creditor, at its option, may retain all or any part of any amount owed by Buyer to Creditor for the deposit charged or service charges, or any other charges paid by Buyer to Creditor, after the expiration of 30 days from written demand by Creditor for such charges.

**PAYMENT TERMS:** PAYMENT TERMS: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, with or without collateral security, and may be extended or shortened by APPLIED in its sole discretion. Payment must be made in United States dollars by check, draft or wire transfer, in accordance with the procedures established by APPLIED. APPLIED's standard shipping charge will be invoiced in addition to the invoice price. If APPLIED has not been paid in full, Buyer agrees to accept delivery and payment of the materials, and shall remain subject to all terms and conditions of this Agreement, and also subject to any subsequent changes in payment terms, on the terms and conditions then in effect.

**ASSIGNMENT OR DELEGATION:** Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of APPLIED. APPLIED reserves the right to assign its rights hereunder to any of its affiliates or subsidiaries or to any other person or entity of its choosing, and such assignee shall have all of the rights and obligations of Buyer under this Agreement. APPLIED reserves the right to sell or transfer all or any part of its rights under this Agreement to any third party, in whole or in part, whether by sale, merger, consolidation, or assignment.