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1. **TERMS OF OFFER** – This offer ("Offer") constitutes an offer to sell ZIMM USA Inc.'s ("ZIMM") products and services ("Products") according to the terms set forth herein. Acceptance of this Offer by the Buyer is expressly limited to the terms hereof and in the event that the purchase order or other document from the Buyer (collectively, the "Purchase Order") states terms additional to or different from those set forth herein, this Offer shall be deemed a notice of objection to such additional or different terms and rejection thereof. Any acknowledgment sent by ZIMM to the Buyer subsequent to the ZIMM's receipt of a Purchase Order from the Buyer ("Order Confirmation") shall incorporate these terms and condition of sale and not be deemed to be an acceptance by ZIMM of any terms and conditions provided by Buyer to ZIMM. Buyer has read and understands these terms and conditions of sale and agrees that ZIMM's Order Confirmation or ZIMM's shipment of any goods or performance of any service under this Offer shall constitute Buyer's acceptance of these terms and conditions only.
2. **DELIVERY** – Unless otherwise stated to the contrary on the Order Confirmation, all Products are sold Ex Works Wood Dale, IL 60191 (US). All Purchase Orders are firm and non-cancelable, subject to these terms and conditions. All expenses incurred in moving the Products from the shipping point of ZIMM and in loading, shipping, customs, duties, taxes, import fees or delivering the Products shall be the sole responsibility of Buyer. Risk of loss passes to the Buyer at the moment the specific unit of the Products ("Product Unit") is available for pickup (the "Delivery Date") at ZIMM's shipping point as stated in the Order Confirmation. Any shipping date ("Estimated Shipping Date") provided by ZIMM on the Offer, Order Confirmation or otherwise, is only a non-binding estimate of the approximate date when the Product Unit will be available for pick-up; not a guarantee of a particular date of delivery, and is based on the prompt receipt of all orders/releases from the Buyer and ZIMM's suppliers. Any delay in the acceptance of goods or performance after the Delivery Date by the Buyer may result in the suspension or postponement of production, additional costs charged to Buyer (such as storage fees), and / or price increases for Products, as determined in the sole discretion of ZIMM. ZIMM will employ its best efforts to fill Purchase Orders promptly on acceptance, but reserves the right to allot available inventories as it deems best consistent with applicable law. ZIMM shall not be liable for any failure or delay in providing the Products if such failure or delay is the result of (i) the failure of ZIMM's suppliers to provide ZIMM with required components, (ii) Buyer failing to provide information or specifications required for the Purchase Order, (iii) Buyer not providing components required for the manufacturing of the Product, or (iv) any other factors that are beyond the control of ZIMM such as labor shortages or troubles, strikes, lockouts, transportation delays or difficulties, power or material shortages, explosion, operating malfunctions or interruptions, riots, insurrection, commotion, war, terrorist acts, embargo, perils of the sea or air, fire, flood, storm, accident, sabotage, or acts of God. Similarly, Buyer shall not be liable for failure to accept shipments of Products when such failure is due to strikes, riots, insurrection, commotion, war, embargo or acts of God, provided ZIMM receives prompt notice in writing from Buyer to suspend such shipments prior to delivery to the carrier.
3. **PRICE AND PAYMENT** – The price quoted for Products shall not include shipping costs, custom duties, fees, import taxes or packaging charges, delivery or insurance charges or other administrative fees and charges, which are the sole obligation of the Buyer unless expressly stated otherwise on the face of the Order Confirmation. The price offered by ZIMM for Products does not include sales, use, excise or any similar tax or duty unless expressly stated otherwise on the face of this form. In addition to the price specified in this Order, the amount of any present or future sales, use, excise, or any similar tax or duty applicable to the sales of Products pursuant to this Offer or Order Confirmation shall be paid by Buyer, or in lieu thereof, Buyer shall timely provide ZIMM with a tax exemption certificate acceptable to the applicable taxing authorities. In addition to the price stated in this Offer or Order Confirmation, Buyer itself shall pay, or shall reimburse ZIMM for, the amount by which the cost to ZIMM for furnishing Products pursuant to this Offer or Order Confirmation is increased by (a) any increase in state, federal, excise or processing taxes, (b) any increase in duty charges that may be imposed by any legislation enacted or effective after the date of this Offer or Order Confirmation, or (c) a greater than ten (10%) percent increase in the ZIMM's cost of labor, materials, supplies and other manufacturing costs. ZIMM may increase the price for the Products by the amount of such increase in ZIMM's cost of furnishing such Products pursuant to this Offer or Order Confirmation. All customers are required to prepay Products prior to manufacturing unless this Offer or Order Confirmation states differently, in which case payment shall be made net cash within thirty (30) days from the Delivery Date. Unless a prepayment was required, pro rata payments shall become due as partial shipments are made. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to ZIMM, ZIMM, at ZIMM's option, and without affecting any other lawful remedy, may demand immediate payment of the entire account balance, may change the terms of payment, or suspend work on Products or further delivery, or both, until Buyer provides security or other assurances of performance as required by ZIMM within ten (10) days of ZIMM's request. Buyer acknowledges and agrees that it shall not offset or reduce any payment to ZIMM by any damages or expenses of Buyer (whether or not caused by the acts or omissions of ZIMM or ZIMM's agents), by any disputed amounts or payments, or by any claims or charges against ZIMM.
4. **INSOLVENCY** – ZIMM may immediately cancel any Purchase Order, or modify this Offer or Order Confirmation or any of the payment terms hereof, without liability to Buyer in the event of the happening of any of the following or any comparable events: (a) upon insolvency of the Buyer; (b) upon the filing of a voluntary or involuntary petition in bankruptcy court by or against the Buyer; (c) the appointment of a receiver or trustee for the Buyer; (d) any assignment for the benefit of creditors of the Buyer; or (e) if the financial condition of the Buyer at any time does not, in the judgment of the ZIMM, justify continuance of work to be performed by ZIMM hereunder.
5. **RISK OF LOSS** – All risk of loss, damage or destruction of a Product Unit after it has been made available for pickup shall be borne by Buyer, and any such loss, damage or destruction shall not release Buyer from any obligation under this Order.
6. **TITLE TO GOODS** – Title to any Products sold will remain vested in ZIMM until payment in full is received by ZIMM. In the event of Buyer's default in payment in full or any other breach of these terms

and conditions or the Order Confirmation, ZIMM or its representative may enter Buyer's premises and may dismantle, repossess and remove any Products sold hereunder. Buyer hereby knowingly and voluntarily releases ZIMM from any and all liability for actions taken pursuant to this paragraph. All rights of ZIMM provided by this paragraph and in this Order shall be in addition to any rights under applicable law, all of which are cumulative. Buyer represents and warrants that it shall not subject the Products to a security interest in favor of any third party until Buyer pays ZIMM for such Products in full. Buyer has the right to insure such Products stored at ZIMM's facility at Buyer's expense.

- 7. INDEMNIFICATION** – Buyer assumes all risk and liability for loss, damage or injury to third persons or property arising out of the use or possession of the Products sold by ZIMM to Buyer, and Buyer agrees to protect, defend and hold ZIMM and its affiliates harmless from and against any and all such claims. Buyer shall also protect, defend, indemnify and hold ZIMM harmless from and against all liability or obligation, whether in contract, tort (including, but not limited to, negligence and strict liability) or otherwise, with respect to any expense, loss or damage to Buyer or any other party, including ZIMM, resulting from Products subjected to (a) improper installation, storage or use; (b) accident, damage, abuse or misuse; (c) abnormal operating conditions or applications; (d) operating conditions or applications above the rated capacity of the Products; (e) operating conditions or applications not known to or contemplated by ZIMM at the time of this Order; (f) a purpose or application other than or varying in any degree from that for which the Products were designed; or (g) attempted or actual alteration of the Products, components thereof, or documentation provided. Buyer further agrees to protect, defend, indemnify and hold ZIMM harmless from and against any and all claims, expenses, loss or damage resulting from or arising out of any intentional, negligent or accidental injury or death of any employee, representative or agent of ZIMM on the premises of Buyer.
- 8. SOLVENCY OF BUYER** – By submitting any Purchase Order or other writing, either prior or subsequent to the date of presentment of these terms and conditions, Buyer represents that it is solvent, that the value of its assets exceeds its total liabilities and that it has the ability and continues to pay its debts and obligations in the ordinary course of business as and when such debts and obligations become due. In the event Buyer becomes insolvent or in the event of any change rendering the statements here inaccurate, Buyer will immediately notify ZIMM of same.
- 9. ADVERTISING** – Buyer shall not, without first obtaining the written consent of ZIMM, in any manner advertise or publish the fact that Buyer had contracted to purchase the Products or services herein or use any trademarks or trade names of ZIMM in Buyer's advertising or promotional materials.
- 10. PRODUCT WARRANTY POLICIES** – ZIMM warrants that for a period of one year from the Delivery Date of a Product Unit to Buyer that the Product Unit is free from defects in material and workmanship and that such Product Unit will conform to the requirements of the Order Confirmation including, but not limited to, the applicable descriptions and specifications. This limited warranty against defects in material and workmanship shall not apply to Product Units that fail due to accident, abuse, alteration, wear and tear, corrosion, negligence, accident, faulty installation, or tampering which impairs normal operation of the equipment and shall only apply if the Product Unit in question is installed, operated and maintained in accordance with instructions supplied by ZIMM. Buyer shall return a Product Unit it deems to be defective at its cost prepaid to a location designated by ZIMM after having requested and received a Products return authorization from ZIMM.

ZIMM shall not pay or reimburse any amounts paid by Buyer for repairs of Product Units through third parties unless such repair has been authorized in writing by ZIMM prior to such repair. This limited warranty only applies to Product Units manufactured by ZIMM. ZIMM assigns its warranties, if any and if assignable, on parts incorporated in the Product Unit that were provided to ZIMM from third parties (including but not limited to electric motors), to the Buyer (without recourse) at the Delivery Date. Any descriptions of the equipment, drawings, specifications, and any samples, models, bulletins, or similar material, used in connection with the sale for any Product Units by ZIMM are for the sole purpose of identifying the equipment and are not to be construed as an express warranty that the equipment will conform to such description. Any field advisory or installation support provided by ZIMM is advisory only. ZIMM's WARRANTY HEREIN EXCLUDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE/USE OR ANY OTHER OBLIGATION ON THE PART OF ZIMM WITH RESPECT TO ANY OF THE PRODUCT UNITS EXCEPT THE WARRANTY OR WARRANTIES EXTENDED PURSUANT TO THIS SECTION.

- 11. LIMITATION OF REMEDIES/LIMITATION OF LIABILITY** – ZIMM'S SOLE AND EXCLUSIVE REMEDY UNDER THE WARRANTY SHALL BE LIMITED TO, AT ZIMM'S SOLE DISCRETION, THE REPAIR OR REPLACEMENT OF ANY PRODUCTS OR PART THEREOF, OR A REFUND OF THE PURCHASE PAID BY BUYER FOR THE PRODUCTS IN EXCHANGE FOR BUYER'S RETURN OF THE PRODUCTS TO ZIMM, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF ANY NATURE. THE PRODUCT UNITS MAY ONLY BE RETURNED BY BUYER UPON PRIOR WRITTEN APPROVAL OF ZIMM IF THEY DO NOT CONFORM TO THE ORDER CONFIRMATION OR IF THEY ARE DEFECTIVE. IN NO EVENT SHALL ZIMM'S LIABILITY HEREUNDER OR OTHERWISE ARISING RELATIVE TO THE SALE OF THE PRODUCTS, THIS ORDER AND/OR AN ORDER CONFIRMATION EXCEED IN ANY EVENT OR UNDER ANY THEORY OR CAUSE OF ACTION, THE PURCHASE PRICE PAID BY BUYER TO ZIMM FOR THE PRODUCTS. THE LIABILITY OF ZIMM SHALL NOT EXTEND TO INTEREST CHARGES, FREIGHT COSTS OR OTHER DAMAGES OF ANY NATURE. IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL ZIMM BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES WHETHER OR NOT CAUSED BY OR RESULTING FROM DEFECTS IN THE PRODUCTS, AND/OR THE NEGLIGENCE OF ZIMM. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SALE OF PRODUCTS HEREUNDER OR AN ORDER CONFIRMATION MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE DELIVERY DATE.
- 12. INSPECTION AND WAIVER OF DEFECTS** – Buyer shall inspect or test all Product Units within ten (10) days of the Delivery Date. Buyer waives any right to assert any claim against ZIMM arising from any non-conformity which may have been detected on reasonable inspection or testing at the time of the Delivery Date, unless ZIMM is advised of the nonconformity within ten (10) days of the Delivery Date, a period which the parties agree is reasonable for this purpose.
- 13. CLAIMS** – All claims under ZIMM's warranty must be made within three (3) days of discovery of the defect. Buyer must obtain approval and shipping instructions from ZIMM prior to returning the material, which must be returned at Buyer's expense in accordance with ZIMM's instructions.
- 14. FINANCE CHARGE** – If complete payment is not made when due, the unpaid balance will be subject to a finance charge equal to 1.5 % percent of the unpaid balance per month.

The amount of all finance charges will be added to the balance owed to ZIMM. Buyer further agrees to pay all costs, expenses, collection costs and attorneys' fees paid or incurred by ZIMM or any holder hereof, in collecting any and all amounts due under this Order and/or an Order Confirmation.

- 15. ZIMM'S REMEDIES** – In addition to any remedies provided in these terms and conditions, ZIMM will be entitled to all remedies provided under applicable law. All remedies will be cumulative. In the event of any breach by Buyer, ZIMM will be entitled to recover any damages recoverable under applicable law.
- 16. CANCELLATION BY BUYER** – In the event of a cancellation of part or all of a Purchase Order, Buyer shall pay to ZIMM a cancellation fee determined by ZIMM in its sole discretion. The cancellation fee will reflect, among other factors, all expenses and damages incurred and commitments made by ZIMM, sales and administrative overhead, and lost profits. Any non-payment, default, delay or failure of performance by the Buyer may, at the sole election of ZIMM, be treated as a cancellation by Buyer of part or all of the Purchase Order and shall further entitle ZIMM to suspend delivery of Products. Upon cancellation, all further obligations and liabilities of ZIMM shall terminate.
- 17. SECURITY INTEREST** – Buyer hereby grants to ZIMM a continuing purchase money security interest in all of the Products sold by ZIMM to Buyer, together with all spare parts, attachments, accessories, accessions, additions, replacements, improvements, modifications and substitutions thereto or thereof, whether heretofore or hereafter acquired by Buyer, together with all proceeds thereof. The aforesaid security interest shall secure and act as security for any and all indebtedness, liability and obligations of Buyer to ZIMM, whether now existing or hereafter arising. Buyer appoints ZIMM as its attorney in fact, and authorizes ZIMM to sign/authenticate on behalf of Buyer such additional documents/records as may be required from time to time to create, amend, extend, continue, maintain or perfect the security interest described herein or otherwise granted to or retained by ZIMM.
- 18. PATENT INFRINGEMENT** – ZIMM warrants that the Products sold hereunder will not in and of itself infringe any patent of the United States of America ("U.S.") or Canada. ZIMM's liability under this warranty is limited to ZIMM's defense of any suit or proceeding brought against Buyer based on a claim that the Products sold hereunder when employed in the manner intended by ZIMM constitutes an infringement of any patent of the U.S. or Canada. ZIMM's liability hereunder is conditioned upon Buyer giving immediate written notice of any such claim made against Buyer, and giving all such information available to Buyer and such assistance as required by ZIMM with respect to such claim, and Buyer's granting to ZIMM exclusive control of the settlement and litigation of any such suit, proceeding or claim. If Buyer's use of the Products in the manner intended by ZIMM is finally enjoined, ZIMM shall, at its option, procure for Buyer the right to continue using the Products, replace the same with non-infringing Products, modify the Products so it becomes non-infringing, but equivalent to the Products sold hereunder, or remove the Products and refund the purchase price (less allowance for use, damage and obsolescence). In no event will ZIMM be liable for any patent infringement based on the use of the Products for purposes other than that for which it is sold by ZIMM. ZIMM makes no warranty against patent infringement resulting from portions of the Products made to Buyer's specifications or the use of the Products in combination with other products or in the practice of any process, and if a claim, suit or action is based thereon, Buyer shall, defend, indemnify and save ZIMM harmless from and against any and all claims, losses or damages arising therefrom.
- 19. SOFTWARE LICENSE** – The Products may include computer software and related documentation delivered on CD-ROM or other media (collectively "Software"). ZIMM is and shall remain the owner of all rights, title and interests in and to the Software, including all intellectual property rights. All rights not expressly granted to Buyer are hereby reserved by ZIMM and Buyer may not use the Software in any manner not expressly authorized by ZIMM.
- 20. CONFIDENTIALITY** – All drawings, designs, specifications, manuals and programs furnished to Buyer by ZIMM shall remain the confidential and proprietary property of ZIMM. All such information, except as may be found in the public domain, shall be held in strict confidence by Buyer and shall not be published, reproduced, copied in whole or in part, loaned or otherwise disclosed by Buyer to any third parties. Copyright in all materials made available by ZIMM shall remain in ZIMM at all times.
- 21. SAFETY PRECAUTIONS** – Buyer shall require all employees to use all safety devices, guards, and proper safe operating procedures as set forth in manuals and instructions, if any, furnished by ZIMM. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation or set-up or service of the Products. Buyer shall inspect the Products and related equipment periodically so as to ensure that all warning labels, warning lights and safety devices are in place and functioning properly. If Buyer fails to comply with the provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and hold ZIMM harmless from and against any and all claims, losses or damages arising therefrom.
- 22. COMPLIANCE WITH LAWS AND REGULATIONS** – Buyer represents and warrants that it is familiar with all the applicable federal, state and local laws, regulations and ordinances which are or may be in effect relating to Buyer's use and operation of the Products. Buyer shall comply in all respects with any and all such laws, ordinances, and any applicable industry regulations and standards now or hereafter in effect and hereby agrees to defend, indemnify and hold ZIMM free and harmless from and against any and all claims, damages or liability, resulting, directly or indirectly, from Buyer's failure to so comply with such laws, regulations, ordinances, or industry regulations and standards.
- 23. EXPORT CONTROL** – The Products (and all technology, hardware, firmware and/or Software contained therein) is sold for use and consumption within the U.S. or Canada only. Any subsequent export, transfer, resale or other disposition of the Products from the U.S. or Canada must be made in accordance with applicable law. Diversion contrary to U.S. or Canadian law is strictly prohibited. In furtherance hereof, Buyer shall (a) comply with all applicable export/export control laws, rules and regulations of the U.S. and Canada, and any other foreign countries, governments, agencies or authorities (collectively, the "Laws"), and (b) not export or re-export the Products in violation of any such Laws, or without all necessary authorizations/licenses. Buyer agrees that the export of the Products may require export control licenses or approvals from the U.S. and/or Canadian government or foreign governments/governmental agencies or authorities. In cases where licenses or approvals are required, Buyer shall be solely responsible for obtaining such required licenses or approvals from the appropriate governmental agencies or authorities. Buyer shall indemnify, defend and hold harmless ZIMM from and against any and all losses, damages, cost and expenses (including reasonable attorneys' fees) sustained or incurred by ZIMM by reason of any failure of Buyer to comply with such Laws. Buyer shall bear all expenses relating to obtaining any necessary licenses and/or exemptions required under the Laws with respect to any export of the Products from the U.S. and Canada.

Notwithstanding the above, neither the Products nor the underlying information, technology, hardware, firmware or software, may be exported or re-exported to (a) Cuba, Iran, Iraq, North Korea, Sudan, Syria, or any other country subject to trade sanctions applicable to the Products, (b) individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (c) to any named party or individual on the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) Specially Designated Nationals List or on the U.S. Department of Commerce, Bureau of Export Administration Denied Persons List or Entity List, or to any other party or individual subject to other government lists applicable to the Products (or any other similar lists that may be promulgated or maintained by the U.S. or Canadian government from time to time hereafter). Upon request by ZIMM, Buyer shall provide ZIMM with all of Buyer's and the customer's information and documentary and other assistance required to maintain strict compliance with the Laws. Buyer shall take all actions as may be reasonably necessary to assure that no customer contravenes any Laws or the provisions of any such approvals/licenses or exemptions. ZIMM shall be relieved of all obligations to provide any Products, spare parts or technical data to Buyer if Buyer violates any Laws, or if any approvals/licenses are suspended or revoked.

- 24. MODIFICATION** – These terms and conditions may be only modified by a document executed by ZIMM and Buyer.
- 25. CLERICAL ERRORS** – ZIMM has the right to correct any stenographic or clerical errors in these terms and conditions or in any of the writings issued by ZIMM.
- 26. LIMITATION OF ACTIONS** – Any cause of action of Buyer arising hereunder including any claim of breach, must be commenced within one (1) year after the cause of action arose.
- 27. GOVERNING LAW AND CHOICE OF FORUM** – The parties agree that this Order and any Order Confirmation shall be governed and construed in accordance with the law of the State of Illinois, except to the extent that perfection of the security interest granted herein is otherwise mandated by applicable law. The United Nations Convention on the International Sale of Goods shall not apply to the purchase and sale of Products. Any and all actions arising directly or indirectly out of this Order or an Order Confirmation shall be litigated in the courts located in the County of Cook, Illinois, and the parties hereby consent to the exclusive jurisdiction and venue of those courts.
BUYER WAIVES, TO THE FULLEST EXTENT UNDER APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY.
- 28. NON-ASSIGNMENT** – Buyer may not assign or delegate its obligations hereunder without ZIMM's prior written consent. Any assignment contrary to this provision shall be a material breach of these terms and conditions. In the event of any assignment, whether approved by ZIMM or not, the Buyer shall remain primarily obligated to ZIMM.
- 29. NO IMPLIED WAIVER** – The failure of ZIMM at any time to require performance by the Buyer of any provision of this Offer or Order Confirmation shall in no way affect the right of ZIMM to require such performance at any time thereafter, nor shall the waiver of ZIMM of a breach of any provision of this Offer or Order Confirmation constitute a waiver of any succeeding breach of the same or any other provision.
- 30. TERMINATION** – A. This agreement is effective as of the date when Buyer receives the Offer or Order Confirmation. B. ZIMM may cancel the sale of any and all Product Units not yet delivered and paid for by Buyer if: (1) Buyer defaults under this Order or the terms of the Order

Confirmation at any time; (2) Buyer makes any misrepresentation to ZIMM; (3) Buyer is the subject of a proceeding under the bankruptcy laws; or (4) It appears to ZIMM that Buyer's financial condition is such that Buyer will not be able to pay for the Product Units when payment is due.

- 31. RELATIONSHIP OF PARTIES** – ZIMM and Buyer are independent contracting parties and nothing in this Offer or Order Confirmation shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 32. ENTIRE AGREEMENT** – This agreement, and the documents delivered concurrently herewith contain the entire understanding of the parties with respect to the subject matter hereof, and supersede and forever terminates all prior and contemporaneous representations, promises, agreements, understandings and negotiations of the parties with respect to the subject matter hereof. There are no agreements or understandings of the parties that are not expressly set forth herein or in the documents delivered concurrently herewith. No parole evidence of any prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify this agreement. No modification or alteration of this agreement shall be deemed effective unless in writing and signed by the parties.
- 33. SEVERABILITY** – In the event any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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