

Standard terms and conditions of sale



1. GENERAL

Focal Point, LLC ("Focal Point")'s Home Office is 4141 S. Pulaski Rd., Chicago, IL 60632.

PAYMENT TERMS:

Net 30 days from date of invoice.

QUOTATIONS:

The prices shown in Focal Point's price list or any order acknowledgement are prices prevailing at the present time. Focal Point reserves the right to change such prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.

Prices issued by a written standard quotation are firm for 30 days from date of quotation. Purchase orders received and acknowledged within this 30-day period will be price-protected for shipment within 90 days from the date of the order.

Prices issued by a written non-standard quotation authorized by Focal Point's Home Office or Agent may offer price protection for a different period.

Releases for shipments beyond the price-protected period (standard or non-standard) will be increased in price at the rate of 1% per month.

Additions to orders already processed shall be considered separate orders and shall be priced accordingly.

All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is on file at Focal Point's Home Office.

MINIMUM ORDERS:

Orders for less than \$500 will not be accepted. These minimums do not apply to parts and replacement orders for lenses and louvers.

PURCHASE ORDERS:

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by Focal Point at its Home Office in the form of a letter or printed acknowledgement.

The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in Focal Point's printed acknowledgement. Focal Point agrees to furnish the merchandise covered by its price list only upon such terms and conditions. In the absence of any written notification to the contrary; and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in Focal Point's acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in Focal Point's acknowledgement, the terms and conditions contained in the acknowledgement shall control. Focal Point's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of Focal Point's terms and conditions.

SPECIFICATIONS; VARIATIONS; ERRORS:

Merchandise will be shipped in accordance with the standard styles and sizes as described in Focal Point catalogs or, if special or made to order, in accordance with Focal Point drawings and specification sheets.

In the event of a conflict between a customer's written order and a Focal Point drawing or specification sheet marked approved, the Focal Point drawing or specification sheet shall prevail.

Focal Point reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance.

Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. Focal Point will not accept responsibility for labor chargebacks in connection with errors of measurements, prices, descriptions, etc.

Focal Point will not be bound by general or blanket instructions not contained with Buyer's order. Each transaction must be accompanied by full instructions on the order itself.

Orders containing such phrases as 'all material to be supplied as per project plans and specifications', etc., are subject to separate written acceptance by Focal Point.

CANCELLATION:

Orders for special items are not cancelable except on payment for work performed.

Cancellation of any order prior to release will result in a 25% cancellation charge. No order may be cancelled after release.

PACKAGING:

Method of packaging is at Focal Point's option.

If Buyer requires light shielding components to be delivered separately from the fixtures, Buyer will specify in associated purchase order, then charges for additional packaging, handling and delivery shall be added to the price of the fixture.

Export packaging may be charged as an extra.

DELIVERY AND TRANSPORTATION:

All merchandise is sold, and all shipments are made, F.O.B. shipping point.

When a \$5000 net order is accepted for shipment at one time, domestic freight will be prepaid with no charge to the customer in the Continental United States. For shipments to Alaska and Hawaii, freight will be prepaid to the West Coast only, collect beyond. In all other cases, domestic freight will be prepaid and charged. Foreign freight methods vary.

Focal Point will use its discretion in routing all shipments and reserves the right to select carrier and truck size. If any shipment made in accordance with Buyer's instructions shall incur additional labor or carrier costs, such costs shall be paid by Buyer as invoices are rendered.

The shipment date mentioned on our order acknowledgement, if any, is Focal Point's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Shipment

of merchandise is subject to any and all delays due to any condition or happening whatsoever beyond Focal Point's control, including but not exclusive of strikes, labor disputes or shortages, fires, riots, civil unrest, pandemics, wars, acts of nature or other similar causes, inability to obtain materials, governmental rule or regulations, whether valid or invalid (including, without limitation, priorities, requisitions, allocation and price adjustment restrictions), inability to obtain material, equipment or transportation ordinarily available and used, or any other contingency beyond Focal Point's reasonable control. Focal Point shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments or its inability to ship as above.

Focal Point reserves the right to make shipments in installments unless otherwise expressly stipulated in the order acknowledgement. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment of any installment will not mitigate Buyer of its obligation to accept remaining shipments.

Focal Point reserves the right to refuse to make direct shipments to destinations outside Buyer's regular service area(s).

PAYMENT:

Buyer shall make payments as specified herein and Focal Point may suspend shipment or delivery until such payments are made.

Focal Point reserves the right to charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices.

If, in the opinion of Focal Point, the financial condition of Buyer becomes impaired or unsatisfactory, Focal Point may at any time limit or cancel the credit of Buyer and, before delivering additional goods to Buyer, require Buyer to pay in cash for such goods and to pay for goods theretofore delivered. Failure by Buyer to make any such payments within 10 days after demand in writing shall constitute a breach of this agreement by Buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.

If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.

Focal Point shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.

If Buyer notifies Focal Point not to deliver merchandise after such merchandise has been produced by Focal Point in accordance with the terms of sale or Buyer's prior instructions, then Buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.

SECURITY INTEREST:

Focal Point shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, Focal Point shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims of Buyer. At the request of Focal Point, Buyer will join Focal Point and any assignee of Focal Point in preparing, executing and causing to be filed any and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes Focal Point and any assignee of Focal Point to file a financing statement signed only by Focal Point or such assignee in all places where necessary or appropriate to perfect any security interest which Focal Point or such assignee might be deemed to have in all jurisdictions where such authorization is permitted by law.

CLAIMS AND ADJUSTMENTS:

Claims for shipping errors or merchandise defects will be waived unless made in writing to Focal Point and within 7 days after receipt of merchandise.

All freight claims, including shortages, losses and apparent or concealed damages sustained in transit shall be submitted via email to freightclaim@focalpointlights.com

Upon request, Focal Point will provide evidence of goods turned over to a carrier.

RETURNED GOODS:

Requests to return non-defective merchandise must be made within 90 days from date of shipment and is subject to a minimum 50% restocking charge.

Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return.

Material with invoice value of \$1000 or less is not subject to return.

Returns of orders drop-shipped to job site will be limited to 10% of the original order.

All returned goods must be accompanied by a Returned Goods Authorization (R.G.A.) issued by Focal Point.

Merchandise must be returned in the original factory sealed cartons in saleable condition. Returns must be made freight prepaid within 45 days of the date of Focal Point's issuance of the R.G.A.

All merchandise returned is subject to inspection. Unsalable and damaged merchandise will be credited at salvage value or less costs of repairs.

Focal Point reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the specified restocking charge.

USE OF MARKS:

No license is granted hereunder by either party to use its marks, trademarks, service marks, tradenames, or logos. Any such use, including without limitation use for publicity, marketing, client reference or other related purposes, must be explicitly permitted in a separate written license from the owner, executed by duly authorized representatives of both parties. All Products are sold under trademark and Buyer cannot alter, modify or infringe upon such trademark.

Standard terms and conditions of sale



2. LIMITED WARRANTY

LED PRODUCTS LIMITED WARRANTY:

Focal Point warrants that its LED Products (excluding drivers or other integral control system devices, however including, in the case of a lit acoustical product, the light fixture contained therein which shall constitute an LED Product) are free of defects in workmanship and materials for a period of FIVE YEARS from the date of shipment. Operation of LED Products above the maximum ambient temperature range noted on product specification sheet will void this warranty. Maximum ambient temperature is defined as the maximum temperature of the air surrounding the luminaire housing. Products that do not have maximum ambient temperatures listed on specification sheet must operate in ambient conditions at or below 25 degrees Celsius. LED Products will be considered defective in workmanship or material only if the LED Products fail within five years after shipment to provide at least 70% of the lumen output set forth in the product specification sheet as of the date of shipment. Drivers or other integral control system devices may be covered by separate manufacturers' warranties. Focal Point does not make any warranties whatsoever as to drivers or other integral control system devices and will accept no responsibility or liability whatsoever.

ACOUSTICAL PRODUCTS LIMITED WARRANTY:

Light fixture contained in an Acoustical Product

As stated above, any light fixture in an Acoustical Product shall be covered by the LED Product limited warranty.

Non-Lit components of Acoustical Products, including lit and non-lit baffles

Focal Point Acoustical Products, including baffles, are warranted to be free of defects in workmanship and materials for one year from the date of shipment.

In addition to, and not in limitation of, the General Terms and Conditions set forth below, the Acoustical Products Limited Warranty does not cover damage, defects, performance deficiencies, or changes to the Products or other issues or claims directly or indirectly based on or resulting from, in whole or in part, any one or more of the following:

- exposure to excessive variations or extremes in heat, humidity, moisture or dryness, including water saturation or exposure to the elements, chemicals, smoke, or similar abnormal conditions;
- accident, abuse, misuse, neglect, fire or flood, vandalism, normal wear and tear;
- alterations of the Product by persons other than Focal Point;
- non-intended use or combination of the Products with incompatible materials;
- improper handling, storage, installation, or application;
- color, shade, or other variations in color (including yellowing due to natural aging), grain, or markings ordinary to natural products, due to normal manufacturing variations, or that develop over time because of natural processes such as exposure to sunlight;
- minimal seams that are ordinary to the natural process of manufacturing;
- claims, issues, or failures resulting from fasteners (including hang kits), hardware and other accessories manufactured by third parties and provided or specified for use by Focal Point, which items will be subject to the third-party manufacturer's product warranty, if any; and
- damage caused during shipping is not covered under this Acoustical Product Limited Warranty.

GENERAL TERMS AND CONDITIONS:

Focal Point's Limited Warranty extends only to the Product(s) (which includes both LED and Acoustical) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Limited Warranty may not be transferred or assigned by the original end user. Focal Point, at its sole option, will repair or replace any Focal Point warranted product defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Focal Point for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Focal Point reserves the right to determine whether to repair or replace. Focal Point is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Focal Point, but Focal Point shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer. This warranty does not include labor or equipment to remove or install fixtures or failed components. No charge back, or charge for labor or material, that does not have Focal Point's prior written approval will be honored, accepted or paid by Focal Point. If Focal Point chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Focal Point may, at its sole option, refund the purchase price or replace the Product(s) with a comparable product (that can show immaterial deviations in design and product specification).

Focal Point will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; prolonged storage in adverse temperatures; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Focal Point, improper or unauthorized use, improper installation (whether failure to follow Focal Point instructions or comply with codes or use of non-Focal Point supplied materials to hang Product(s)), improper handling, storage, alteration, maintenance or service, including failure to abide by any product classifications, certifications or specifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Focal Point; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Focal Point's reasonable control. Focal Point also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Focal Point upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. If Products are used on existing foundations, anchorages or structures, the purchaser of the Products

and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use.

This Warranty is not applicable to any Products which are not installed and operated in accordance with the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL) or the standards for the American National Standards Institute (ANSI) and with Focal Point's instructions and guidelines for the Product.

Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Focal Point customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Focal Point. No Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a R.G.A. which can be obtained only from an authorized Focal Point customer service representative.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND FOCAL POINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FOCAL POINT'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM FOCAL POINT'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM FOCAL POINT'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD. IN NO EVENT SHALL FOCAL POINT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED SERVICE OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS.

No agent, employee or representative of Focal Point has any authority to bind Focal Point to any affirmation, representation or warranty concerning Products sold by Focal Point and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Focal Point's written acknowledgement of Buyer/End User purchase order, or in standard printed materials provided by Focal Point, it does not form a part of the basis of any bargain between Focal Point and Buyer/End User and shall not in any way be enforceable by Buyer/End User.

Agents and distributors are urged to provide a copy of this Limited Product Warranty to the end user customer in advance of placing the Product order. Focal Point reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

3. COMPLIANCE

GENERAL AND ANTI-CORRUPTION COMPLIANCE

Each Buyer shall be liable for its own compliance with any and all laws, rules and regulations applicable to the performance of its several obligations hereunder, including, but not limited to (i) the actions of its employees and the conduct and operation of its business, (ii) the laws and regulations governing data privacy and the protection of personally identifiable information, and (iii) compliance with all applicable anti-corruption laws and regulations, including, but not limited to the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). To the extent applicable to its performance hereunder, Buyer agrees to comply with all laws and regulations governing embargoes and sanctions, of the United States, France or the European Union, and to obtain all licenses, shipping documentation and authorizations required for the resale, export or re-export of any goods, services or technologies, and to supply evidence thereof to Focal Point (or any authorized Legrand Group company) upon request. Buyer's policies and practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. Buyer shall also have in place policies to ensure that normal and customary business entertainment and expenses or the provision of other things of nominal value are bona fide and legitimate under applicable law. Buyer shall indemnify Focal Point (or any authorized Legrand Group company) from and against any loss, damage or liability resulting from Buyer's failure to comply with the terms of this paragraph.

C-TPAT COMPLIANCE

Buyer agrees to comply with laws, rules and regulations relating to the U.S. Customs C-TPAT Program, as and to the extent applicable to their several rights and to the performance of their several obligations under the Agreement, including:

(a) Buyer shall be required to review its shipment processes and identify potential security gaps, vulnerabilities and weaknesses in its shipment processes applicable to products provided by Focal Point, and (i) to identify any areas of concern to Focal Point, along with a plan to remedy any areas of concern so identified, and (ii) to use all commercially reasonable efforts to immediately address and rectify such areas of concern and confirm the same to Focal Point;

(b) Buyer shall be responsible and liable for the security of its premises and of its containers, including Buyer's compliance with any applicable laws, rules and regulations related to such security or to customs matters. With regard to containers, such obligations shall continue for the longer of the required regulatory timeframe, if any, or until such time as the container/merchandise is (i) delivered to the applicable ocean terminal, authorized yard, or consolidation point, and (ii) no longer in Buyer's control. Buyer will immediately report container seal changes, if any, and the reason for such changes

Standard terms and conditions of sale



both as may be required by local laws, rules and regulations and also to the relevant U.S. Distribution Center Manager and to Focal Point; and

(c) Focal Point shall have the right upon reasonable notice and within normal business hours to audit or have a third party audit Buyer to verify compliance with the above.

ENVIRONMENTAL COMPLIANCE

In the event representatives of the Buyer come onto Focal Point site:

Buyer is responsible for the care, control and management of its products, materials and wastes, including the proper off-site disposal of all waste materials in accordance with all applicable legal requirements.

Material Safety Data Sheets (MSDS) must be provided to Focal Point's Environmental Coordinator for all oils, lubricants, chemicals, cleaners, paints, or adhesives prior to being brought to site.

All liquid product or waste material must be stored in compatible and secure containers, adequately labeled with environmental and safety information, and remain covered at all times when not in use. All product and waste materials must be properly segregated.

Product or waste material must not be placed in drains, sumps or trenches or outside of the facility unless authorized in writing by Focal Point Environmental Coordinator.

In the event of an environmental emergency, or incident pertaining to the transportation of goods to and from Focal Point's facility, Buyer shall immediately contact Focal Point's Environmental Coordinator and indicate:

- What was spilled
- Location of spill
- Quantity spilled

Buyer shall obtain and comply with all applicable permits required by Focal Point, local, state and federal regulations.

Buyer must follow all appropriate environmental, health and safety rules and regulations while on Focal Point's property.

IMPORT/EXPORT COMPLIANCE

Buyer shall comply with the most current import and export control and sanctions laws, regulations, and orders applicable at the time of any import, export, re-export, transfer, or provision of Products. In particular, Buyer shall not (i) supply goods, services or technologies to any natural or legal person, organization or entity ("Prohibited Party") that is subject to embargo, sanction, or other similar restrictions, including but not limited to denied parties status, by the United States, France, or the European Union ("Restrictions"), (ii) export or re-export any goods, services or technologies to a banned country, or one which is subject to Restrictions, without having obtained all necessary authorizations from applicable French, European or American authorities, as the case may require, (iii) export or re-export any goods, services or technologies, for the purpose of using them in sectors that are banned or subject to Restrictions (iv) export or re-export to, or engage in financial transactions with, any such party, organization or entity, or to any Prohibited Party, organization or entity with regard to which there is credible reason to believe that they fail to fully comply, or intend not to comply, with the Restrictions. Focal Point shall be entitled to audit Buyer to verify compliance with this Section. Without limiting the foregoing, Buyer shall be responsible for providing accurate and complete customs documentation to the extent required and, notwithstanding anything to the contrary, Focal Point shall have the right to verify the completeness and accuracy of any such required documentation. Buyer shall indemnify Focal Point from and against any loss, damage or liability resulting from Buyer's failure to comply with the terms of this paragraph.

4. FINAL GENERAL PROVISIONS

GENERAL:

1. All additions, deletions, or other changes to or in an order are subject to the aforementioned terms and conditions.
2. Possession of a price list is not in itself an offer to sell.
3. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Focal Point in any quotation, acknowledgment or publication are subject to correction.
4. Focal Point and Buyer may electronically transmit to or receive any of the following documents: purchase orders, requests for quotation, purchase order acknowledgements, invoices, remittance advices and purchase order change requests, and any other documents to which they agree by written agreement (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party.
5. Any Document properly electronically transmitted will be deemed for all purposes: (1) to be a "writing" or "in writing;" and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.
6. Any Document transmitted will be as legally sufficient as a written, signed, paper document, notwithstanding any legal requirement that the document be in writing or signed. Documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.
7. All matters arising from this contract will be governed and constructed in accordance with the substantive law of the State of Illinois and the parties agree that actions shall be brought only in the State of Illinois and that venue and jurisdiction is proper in the State of Illinois. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded.
8. Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of Focal Point, and any assignment without such consent shall be void.
9. These terms and conditions may not be contradicted, modified, or supplemented except by a written agreement signed by Focal Point and Buyer.
10. These terms and conditions constitute the complete agreement of Focal Point and Buyer relating to the matters herein and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver or any of the provisions of this Agreement shall be binding on Focal Point or Buyer.