Duncan Parking Technologies, Inc. Liberty Single Space Meter Quote

Duncan Parking Technologies, Inc.

a Civic Smort Company

Prepared for: Quote ID: Sales Rep:	Manitowoc 16 01 04 206a Jeff Rock	Ship-to Region: Prepared Date: Expiry Date:			epared Date: 01/04/2016		
Product D	Description	Unit Price Oty			Extended Price		
1. Single Space I							
SSM - LIBERTY	Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication. Includes Modified Dome Retainer.	\$, 495.00	895	\$	443,025.00	
Subtotal					Š	443,025.00	
2. Single Space I	Meter Housing						
76S	Model 76 Single Housing (Standard Gunmetal Gray with DE Locks and Small Sealed Coin Canister). Includes One Set of Keys for full order of Housings, additional keys can be quoted upon request (not per housing).	\$	251.75	629	\$	158,350.75	
90S	Model 90 Duplex Housing (Standard Gunmetal Gray, with DE Locks and Large Sealed Coin Box). Includes One Set of Keys for full order of Housings, additional keys can be quoted upon request (not per housing).	\$	524.60	133	\$	77,249.06	
Subtotal					\$	235,599.81	
3. Single Space I	Meter Parts						
1	Pipe Standard 4'	\$	51.50	762	\$	39,243.00	
4	Aluminum Base for #1 Pipe	\$	6.50	762	\$	4,953.00	
Subtotal Grand Total:			THE STREET		\$ \$	44,196.00 722,820.81	
4. Monthly Fees					ı	Monthly Total	
SSM - CC - WIRE	Monthly wireless PEM System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter/per month.	\$	5.50	895	\$	4,922.50	
Subtotal: Monthly	/ Fees				\$	4,922.50	
5. Credit Card Fe	es						
OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee)			\$0.	06 Per Cre	edit Card Transaction	

6. Additional Requirements

Sales Tax, if applicable, has not been included

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Freight is not included in the above pricing. Freight will be prepaid and added to the invoice.

 ${\bf Mechanism\ Ship\ date\ approx.\ 10-12\ weeks\ after\ receipt\ of\ Customer\ Approved\ Configuration\ form.}$

Housing Ship date approx. 6 weeks after receipt of order.

Installation not included.

Quotation subject to Duncan Parking Technologies, Inc. (CivicSmart Company) Standard Terms and Conditions. Please see attached.

Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.

Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

Continued on next page

Duncan Parking Technologies, Inc. Liberty Single Space Meter Quote

Duncan Parking Technologies, Inc.

a Civic Smart Company

Ship-to Region: Prepared for: Manitowoc 16 01 04 206a Prepared Date: 01/04/2016 Quote ID: Expiry Date: 02/03/2016 Sales Rep: Jeff Rock **Extended Price** Product ID Description Unit Price Oty I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation **Authorized Signature** Date Print or Type Title Print or Type Name Email Address Phone Number Bill To Address: Ship To Address: Ship To Phone Number: Programming Contact Information Requi **Housing Information Required:** Housing Color (Standard Gunmetal Gray, Specify if other) Contact Name Contact Phone Number Dome Type (Round or Anti-Glare) Contact Email Mech/Top Lock Combination Vault/Door Lock Combination Coin Box Combination or N/A **Additional Comments or Instructions:**

Duncan Parking Technologies, Inc. Single Space Meter Quote

Duncan Parking Technologies, Inc.

a Civic Smart Company

Prepared for: Quote ID: Sales Rep:	Manitowoc 16 01 04 205a Jeff Rock	Prepa	to Region: ared Date: y Date:		WI 01/04/2016 02/03/2016		
PreductID	Description	Unit Price Oty		Qty		Extended Price	
1. Single Space IV	leters						
EGL-2100	Eagle 2100 Mechanism (w/out card reader) Please specify rate programming below	\$	185,00	895	\$	165,575.00	
Subtotal					\$	165,575.00	
2. Single Space N	Neter Housing						
76 S	Model 76 Single Housing (Standard Gunmetal Gray with DE Locks and Small Sealed Coin Canister). Includes One Set of Keys for full order of Housings, additional keys can be quoted upon request (not per housing).	\$	251.75	629	\$	158,350.75	
905	Model 90 Duplex Housing (Standard Gunmetal Gray, with DE Locks and Large Sealed Coin Box). Includes One Set of Keys for full order of Housings, additional keys can be quoted upon request (not per housing).	\$	524.60	133	\$	77,249.06	
Subtotal					\$	235,599.81	
3. Single Space N	leter Parts						
1	Pipe Standard 4'	\$	51.50	762	\$	39,243.00	
4	Aluminum Base for #1 Pipe	\$	6.50	762	\$	4,953.00	
Subtotal					\$	44,196.00	
Grand Total					\$	445,370.81	

4. Additional Requirements

Sales Tax, if applicable, has not been included

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Freight is not included in the above pricing. Freight will be prepaid and added to the invoice.

Mechanism Ship date approx. 10 - 12 weeks after receipt of Customer Approved Configuration form.

Housing Ship date approx. 6 weeks after receipt of order.

Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.

Please Send Purchase Order To: Duncan Parking Technologies, Inc. Attn: Meigan Lindholm PO BOX 2081 Milwaukee, WI 53201-2081

Ph: (414) 534-8066 Fax: (870) 741-6806

mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Date	
Print or Type Title	
Phone Number	
Ship To Address:	
	Print or Type Title Phone Number

Continued on next page

Duncan Parking Technologies, Inc. Single Space Meter Quote

Duncan Parking Technologies, Inc.

a Civic Smort Company

Ship-to Region: Prepared for: Manitowoc WI Prepared Date: 01/04/2016 Quote ID: 16 01 04 205a Expiry Date: 02/03/2016 Sales Rep: Jeff Rock Extended Price Product ID Description Unit Price Qty Ship To Phone Number: Programming Contact Information Requi **Housing Information Required:** Contact Name Housing Color (Standard Gunmetal Gray, Specify if other) Dome Type (Round or Anti-Glare) Contact Phone Number Contact Email Mech/Top Lock Combination Vault/Door Lock Combination Coin Box Combination or N/A Additional Comments or Instructions:

<u>Duncan Parking Technologies, inc. Standard Terms and Conditions</u> Revision 2012 05 21 100e

The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc., a Delaware Corporation having a location at 633 West Wisconsin Avenue Suite 1600 Miwaukee, Wisconsin U.S.A. 53203, and any of its affiliates or subsidiaries (Selfer), Buyer and Selfer may be referred to herein individually as Party or collectively as Parties.

1. AGREEMENT. All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, consignment, or other documents incorporated into these Terms by Seller. All different or additional terms or conditions proposed at any time in any form by Buyer are expressly rejected. The Parties agree that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein; in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of the Parties.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by; (a) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (b) Buyer execution and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's quotation and these Terms by Buyer, in a form acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or services, whichever occurs first.

3.SPECIFICATIONS. All specifications, descriptions, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided 'as is' and are subject to change at any time at the sole discretion of Seller.

4.INVOICES AND PAYMENT, Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due not thirty (30) days from date of invoice unless otherwise specified by Seller in quotation, Seller reserves the right to assess late fees on overdue payments at a rate of 19% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Sellar involce.

5.SHIPPING AND DELIVERY. Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of estimate. Sellier is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Saller's dock unless otherwise specified in the Agreement. Buyer bears all risk of damage or loss in transit.

6. PRODUCT OR SERVICE CHANGES. Seller reserves the right to

6. PRODUCT OR SERVICE CHANGES. Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery and price at Seller's sole discretion. Cancellation charges will be assessed on orders or shipments rescheduled greater than eight f80 weeks later than original order or ship date.

than eight (8) weeks later than original order or ship date.

7.PRODUCT OR SERVICE LIMITED WARRANTY. (a) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (b) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of filinely (90) calendar days from date of shipment. (c) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and maintenance. Products must be shipped at Buyer's expense and risk of loss to Seller's location within the warranty period and in compliance with current warranty requirements. (d) All warranty claims must be made in writing during the warranty period. (e) Selfer, at its sole discretion, reserves the right to reject any claim if determines not covered by warranty. (f) Prior to Buyer's return of products or services. Buyer must obtain a Yeturn murchandise authorization' (RMA) in compliance with Seller's procedure. (g) Selfer assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. No ADVICE of RECOMMENDATION MADE OR GIVER MY SELLER CONSTITUTES ANY ADDITIONAL OR DIFFERENT WARRANTY TO ANY KIND, STATUTORY, EXPRESS OR IMPLIED. WARRANTY TO BUYER, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED. WARRANTY OF BERFECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DE DEFEDOM PORM PATENT INFERINCEMENT.

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P.PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY
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request by Buyer or designs or processes specified by Buyer, Buyer
hereby indemnifies and saves harmless Seller, its affiliates, officers,
agents and employees, from any expenses, bosses, attorney fees, costs,
damages or other liability which may be incurred as a result of actual or
alteged infringement of patent, copyright or trademark rights.

9.LIMITATION OF LIABILITY. Seller is not liable for any costs,

9.LIMITATION OF LIABILITY. Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER'S LIABILITY HEREUNDER IS LIMITED TO PRICE ACTUALLY PAID BY BUYER, LESS ANY DISCOUNTS, PROMOTIONS OR CREDITS APPLIED, FOR THE PRODUCTS OR SERVICES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER ENTITY OR PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR OTHER INCOME OR OTHER COSTS OR EXPENSES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES COVERED HEREIN, WHETHER ARISING FROM BREACH OR WARRANTY, NEGLICENCE, STRICT LIABILITY OF SELLER, OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT LIIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. SELLER'S REMEDIES. (a) Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where; (i) If Buyer falls to fulfill the terms of payment for any shipment, or (ii) Seller determines that Buyer's ability to pay or meet other obligations under the Terms of the Agreement or any other agreement has changed, or (iii) should Seller at any time determine conditions do not warrant shipment based on the Terms, or (iv) Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order of Buyer upon failure to pay any order as due. (b) Should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (c) Buyer hereby grants to Seller a security interest in all products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. (d) if Buyer falls to make any payment as due, or if a receiver shall be appointed for Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is considered in material breach of the Agreement and Seller is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP, All Intellectual property, including, but not limited to, patentable inventions,

11. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP, All Intellectual property, including, but not limited to, patentable inventions, palentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of the Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, Buyer acknowledges and agrees that in the event Buyer elects to dispose of the system, or any portion thereof, in any way without the express written consent of Seller, the Agreement automatically and immediately terminates without notice. Firmware and software are proprietary products of Seller or third parties and are protected under United States copyright laws. Software provided for Installation on personal computers or server systems may be copied for archival purposes only and may not be used on multiple central processing units (CPUs) concurrently than licensed. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted or implied unless expressly granted in writing by Seller.

12. INDEMNIFICATION. Each Party agrees to protect, defend, hold harmless and Indemnify the other and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered, (c) defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Selter will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Selfer will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Selfer may at its sole discretion (f) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) returned to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing products feel's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer, beat the such action, and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.

extent disallowed, as if such law were applicable to both Parties.

13. FORCE MAJEURE, Neither Party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials. The non-performing Party shall make all reasonable efforts to notify the other as soon as possible of the circumstances and expected

duration of non-performance.

14. LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY. No license under any palents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disolosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferrable, revocable license to use products and services provided by Seller. Products and services shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in the Agreement SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF

SUPPORT FOR MS WINDOWS OPERATING SYSTEMS, ORACLE DATA BASE SERVER SOFTWARE OR ANY OTHER THIRD PARTY SOFTWARE OR HARDWARE.

15. DELAYS. If a specific shipping date is not agreed in writing between the Parties, Seller is not liable for any loss or damages resulting from any actual or alleced delays.

10. EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS. In the event the products or services or any portion thereof turnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial," "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such agreement, material or information other than to the minimum number its own employees required for evaluation.

17. RETURNS. Returned materials will not be accepted unless authorization has been given by Seller. Seller will provide Buyer with a return merchandise authorization (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion.

18. CANCELLATION OR TERMINATION. No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any material provision of the Agreement or any other agreement between the Parties, (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or falls to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

19. TAXES. All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu theraof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

20. WAINER. The failure of either Party at any time to enforce or insist upon any obligation or right herein or to exercise any right under the Agraement shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance under the Agraement or the future exercise of any such rights.

21. AGENCY AND THIRD PARTY RIGHTS. Buyer and Seller are Independent contracting Parties and nothing in the Agreement makes 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. The Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in the Agreement gives either Party the right to use any corporate names, trademarks or trade names of any other Party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, gueranty or inducement with respect to Infringement of any rights of third parties. 22. COMPLIANCE WITH LAWS. Seller compiles with the provisions of

22. COMPLIANCE WITH LAWS. Seller compiles with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer; recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.
23. GOVERNING LAW. These Terms are governed by the laws of the

23. GOVERNING LAW. These Terms are governed by the laws of the State of Wisconsin, except where applicable state law disallows Buyer from being bound by the laws of the State of Wisconsin then the laws of the state of Buyer's physical location shall govern, however in any case without regard to any conflicts of laws principles and without regard to the U.N. Convention on Confracts for the International State of Goods.

U.N. Convention on Contracts for the International Sale of Goods.

24. MISCELLANEOUS. (a) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves. (b) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (c) No part of the Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seiler. (d) Buyer may not 'set-off' or reduce any amounts owed hereunder, or any indebtechess or any other claim Buyer or Buyer's affiliated or related companies may have against Seiler, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seiler. (e) If any Term of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such Term is deemed reformed or deleted, as the Agreement remain in full force and effect. In such case the Parties agree to replace the unenforceable or invalid Term with language that meets the original intent. (f) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the Parties shall be submitted to arbitration under the rules of the American Arbitration Association at the request of either Party. (g) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (h) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (i) The Agreement is effectly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (ii) The Agreement is effecti