

To: **Dr. Brian J. Frost**
 Associate Professor
 University of Nevada - Reno
 Department of Chemistry
 Chemistry Building 121
 Mail Stop 0216
 1664 N. Virginia Street
 Reno, NV 89557
 Email: frost@unr.edu
 Tel: (775) 784-1993



Issue Date: April 19, 2017
 Quote No.: UNR-FB-20170419-CMS L esi asap TLC
 Quote Expires: May 12, 2017

Currency: US\$

Advion expression Compact Mass Spectrometry System with ESI and APCI/ASAP for direct, no prep analysis of liquids and solids and TLC Plate Express for direct, no-prep analysis of TLC Plates and Spots also includes "Mass Spectrometry for Chemists" course by Professor Jack Henion!					
Line #	Part Number	Description	Qty	List Amount	Extended Amt
1	CMS-L01	expression-L Compact Mass Spectrometer with m/z 2,000 mass range. Single quadrupole analyzer with liquid introduction interface. Includes Manual flow injection valve. Mass Express system control software and Data Express data processing software. Two FOC attendees at Advion Ithaca-based training course, SRV301 (see below), or .. customer must purchase an on site training course SRV401. Requires Venting to house exhaust or addition of the ion source exhaust kit (ACC316) to perform to specification. Also requires SRV302 installation and basic training and suitable computer (see below).	1	\$ 56,480.00	\$ 56,480.00
Ionization Source(s) for The Most Applications					
and for Direct Sample Analysis - Solids and Liquids - No Sample Prep					
2	IS-ESI-S01	Electrospray Ionization (ESI) ion source for expression Compact Mass Spectrometer	1	\$ 5,410.00	\$ 5,410.00
3	IS-ASAP-S02	Combined ASAP and Atmospheric Pressure Chemical Ionization (APCI) ion source APCI source provides critically more applications (for compounds that are difficult to ionize in ESI). Additionally, it is adapted for ASAP - a 'dry technique' for <u>solid and liquid</u> samples without any sample prep!	1	\$ 8,990.00	\$ 8,990.00
Items Required for Installation, Training, System Deployment and Warranty					
4	PMP101	Edwards RV12 rotary vane pump with oil mist filter and oil return (110 - 240 V a.c.) - included in price of CMS	1	Included	\$ 0.00
5	VSU110	110 V a.c. setup (e.g. North America)	1	Included	\$ 0.00
6	SRV302	Installation and basic training for expression Compact Mass Spectrometer.	1	\$ 4,640.00	\$ 4,640.00
7	SRV303	12-month warranty upon installation	1	Included	\$ 0.00
8	ACC311	Laptop computer meeting operating specifications for the expression	1	\$ 1,430.00	\$ 1,430.00
Items Recommended for Hardware and Signal Interface With Other Sample Introduction Techniques!					
9	ACC361	Isocratic pump, for direct injection, for Plate Express and for make up flow provision. Requires ACC364 if pump is mounted under Plate Express	1	\$ 4,220.00	\$ 4,220.00
10	ACC371	UHPLC & HPLC interface accessory kit containing required tubing, fittings, and cables.	1	\$ 510.00	\$ 510.00
11	ACC372	Direct Injection interface accessory kit containing the required tubing, fittings, and cables. Includes injection syringe. Requires suitable make-up flow pump e.g. ACC361	1	\$ 550.00	\$ 550.00
For Direct Analysis from TLC Plates/Spots					
12	PE-001	Plate Express. CMS interface for analyzing planar surfaces such as TLC plates, papers and biological tissue samples. Includes 2 x 4 mm oval extraction head for 250 µm bed depths - other extraction heads may be purchased separately. Interface to CMS requires ACC374 accessory kit and suitable isocratic pump e.g. ACC361	1	\$ 12,990.00	\$ 12,990.00
13	ACC364	Bracket for isocratic pump ACC361 if mounted underneath Plate Express	1	\$ 70.00	\$ 70.00
14	ACC374	TLC interface accessory kit containing the required tubing, fittings, and cables. Requires TLC interface, PE-001, and suitable make-up flow pump e.g. ACC361	1	\$ 550.00	\$ 550.00
Recommended for Academic Institutions - For Teaching!					
15	CC-MS-001	Mass Spectrometry for Chemists: A lecture course introducing chemists to the techniques of liquid introduction mass spectrometry. Includes six modules in the form of PowerPoint presentations and videos of the lecture series. Delivered by Dr. Jack Henion.	1	\$ 2,530.00	\$ 2,530.00

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Items Recommended for Tuning, Calibration and for Periodic Maintenance					
16	ACC301	Replacement API Heated Capillary	1	\$ 165.00	\$ 165.00
17	ACC303	Replacement ESI capillary kit (includes capillary, sleeve, and fitting)	1	\$ 65.00	\$ 65.00
18	ACC309	Replacement APCI capillary kit (includes capillary, sleeve, and fitting)	1	\$ 75.00	\$ 75.00
19	ACC322	ESI Calibration/tune standard mix	1	\$ 386.00	\$ 386.00
20	ACC323	APCI Calibration/tune standard mix	1	\$ 433.00	\$ 433.00
Total Amount					\$ 99,494.00
Total Discount - comprised of discounts shown below					\$ (12,685.49)
Academic Discount					\$ (7,710.79)
Additional Academic Teaching Package Discount					\$ (4,974.70)
Net Amount - Before Tax (Shipping estimated at \$ 1,077)					\$ 86,808.52

Authorized by:

Saleem F. Abdo
 Regional Account Manager, USA/CAN - West
SAbdo@Advion.com

Mobile- Direct: (909) 374 1490

Advion, Inc.
 10 Brown Road - 101
 Ithaca, NY 14850

To Submit Order: Please accompany copy of corresponding quote provided by your Advion Rep.

Tel Number: (877) 523 8466

By Email: OrderEntry@Advion.com

By Fax: (607) 257 5761

Minimum Computer Specifications

(A laptop - suitable for the expression CMS - can be purchased from Advion if desired.)

Operating System	Windows XP with SP3, or Windows 7 or Windows 8 - 32 or 64 bit operating systems. For best performance a computer manufactured after 2012 is preferred. <i>Windows 8 requires that the PC be connected to the internet whilst installing Mass Express.</i>
Processor	Dual Core 2.0 GHz
Memory	4 GB
Hard Disk	>200 GB Hard Drive and CD ROM Drive
Display	VGA and monitor capable of 1024 x 728 resolution and 65536 colors. Requires minimum screen size of 1100 x 700 pixels
Ports	2 USB 2.0

Terms and Conditions:

- 1 In order to qualify for phone support and ongoing service beyond basic warranty the customer must either attend a certified Advion CMS training course in Ithaca, New York, or other designated site (SRV301), or must purchase an on site training course from Advion (SRV401).
- 2 Prices are FOB Ithaca, New York. Freight to destination is prepaid and added to initial invoice.
- 3 Prices do not include any Federal, State, or Local taxes.
- 4 All orders are subject to credit approval.
- 5 Total balance will be invoiced upon shipment per FOB terms, minus the SRV302, installation and basic training costs. expression CMS will be shipped directly to the customer. Title and risk of loss will pass to the customer on shipment of the expression system. The remaining balance for SRV302 installation and basic training will be invoiced after installation of the system. If purchased, optional follow up training SRV302 will be invoiced on completion of the training. All invoices to be settled within 30 days of invoice date.
- 6 Delivery is 12 - 14 weeks upon receipt of purchase order.
- 7 There will be an order cancellation fee of 30% of total order if canceled before shipment. After shipment orders cannot be canceled.
- 8 Advion, Inc. retains the right to substitute peripheral equipment of equal or better quality and value.
- 9 Partial shipments are acceptable.
- 10 Past due balances shall be subject to a service charge of 1.5% per month (18% per annum), but no more than the amount permitted by law.
- 11 TERMS AND CONDITIONS OF SALE OF THE expression are included as part of this quotation.

ADVION, INC.

**TERMS AND CONDITIONS OF SALE OF THE expression CMS
(FOR USE IN THE UNITED STATES)**

For purposes of these terms and conditions of sale, the term "contract" shall mean the agreement between you and us arising as a result of your submission of an order for the expression and/or related accessory products described on the face of our quote and your order (the "products"). Any such contract shall be deemed to incorporate and be governed by these terms and conditions. These terms and conditions shall take precedence over any terms and conditions which appear in your order or in any documents incorporated by reference in your order. No term or condition in addition to or different from the terms and conditions contained herein shall become part of any such contract unless explicitly referenced and agreed to in writing by our authorized officer at our principal office in Ithaca, New York. Our failure to object to any provision contained in any communication from you shall not be construed as a waiver of these terms and conditions nor as an acceptance of any such provision.

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE AS PART OF A BINDING SALES CONTRACT BETWEEN YOU AND US, YOU MUST SO NOTIFY US AT ONCE IN WRITING.

Retention by you of any products, or payment by you of any invoice under the contract, shall be conclusively deemed acceptance of these terms and conditions.

1. ORDERS

By submitting an order to us, you agree to be subject to these terms and conditions of sale in their entirety. No order, whether or not submitted in response to a quotation by us, will be binding upon us unless and until such order is accepted in writing by our authorized officer at our principal office in Ithaca, New York.

2. TAXES AND GOVERNMENTAL CHARGES

The price of the products is as shown on the face of our quote and invoice. Prices do not include any shipping costs. Prices do not include any federal, state or local taxes or other governmental charges, including, without limitation, import or export duties, sales, use or privilege taxes, or excise or similar taxes levied by any government, now or hereafter enacted, applicable to the products, which taxes and charges may, in our discretion, be added to the price for any products or may be billed separately and which taxes and charges shall, in any event, be paid by you on or before their due dates unless you provide us with a proper tax exemption certificate. In the event we are required at any time to pay any such tax or charge, you shall reimburse us therefore promptly on demand.

3. PACKING

We will provide standard prepaid packing for all products, unless, and at your sole expense, you specify other packaging.

4. SHIPMENT, DELIVERY AND TITLE

Dates of all shipments are estimated and not guaranteed. Products will be shipped postage prepaid to you at your cost and may be so tendered in several lots. In the absence of specific instructions, we will select the carrier and ship freight prepaid, the cost of which will be added to our invoice. We will obtain insurance for all shipments for your account under a standard all-risk policy at our expense unless you specify other coverage, in which case, such other coverage will be at your sole expense. We will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or our obtaining insurance. Risk of loss or damage to each of the products will pass to you when delivery is made to the possession of the carrier.

5. TERMS OF PAYMENT

Unless otherwise stated in the applicable quotation, terms of payment shall be net thirty (30) days from date of invoice. If you fail to pay the price or any other payment due to us, promptly and when due, we may recover, in addition to the price or payment, interest thereon at a rate equal to the lesser of 1-1/2% per month and the maximum lawful monthly interest rate. Terms of payment hereunder may be changed by us at any time. All payments by you shall be made in United States Dollars and shall be paid fully net, without set-off, deduction or counterclaim.

6. SECURITY INTEREST

We reserve, and by receipt of each product delivered to you, you hereby grant to us, a purchase money security interest in each of the products as security for the due and punctual performance of all of your obligations under the contract. This interest will be satisfied by payment in full unless otherwise provided for in any installment payment agreement. You agree to execute such documents to evidence and perfect such security interest as we may request from time to time. A copy of this invoice may be filed on our behalf with appropriate state authorities at any time after your signature is placed hereon as a financing statement in order to perfect our security interest. You hereby appoint each of our officers as your duly authorized agent for the purpose of taking any and all such action, including, without limitation, execution of financing statements on Form UCC-1 and other documents, deemed necessary by us, in our sole discretion, for the perfection and enforcement of the security interest granted hereby.

7. CONTINGENCIES

We shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond our control, including, by way of illustration but not limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure. If any such contingency occurs, we may allocate production and deliveries among our customers.

8. SPECIFICATIONS

We may modify the specifications of any of the products furnished under the contract, provided the modifications do not adversely affect the performance of the products. In addition, we may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or nonavailability of materials from suppliers. Published weights are estimated, and dimensions are approximate.

9. RESTRICTIONS ON USE; INDEMNIFICATION BY CUSTOMER

You are responsible for using the products in compliance with all applicable laws and regulations, including, without limitation, applicable human health and animal welfare laws and regulations. **The products have not been approved for human diagnostic use by the United States Food and Drug Administration or any other regulatory or governmental body in the United States or abroad and should NOT be used for any purpose for which such approval is required. Such use will void all warranties.** To the extent allowable under applicable laws, you agree to indemnify, defend and hold harmless Advion, Inc. and its officers, employees, directors, representatives, suppliers and agents from and against all damages, losses, expenses (including without limitation legal expenses), claims, demands, suits or other actions in any way arising from your use or disposal of the products in violation of any law, regulation or provision of the Agreement.

10. SOFTWARE

We shall at all times have and retain title to and full ownership of all software, firmware and related documentation thereof developed by or for us for use with the products and of any copies thereof made by you (collectively the "software"). We hereby grant to you a limited license to use the software solely with the products, to make copies of the software in machine readable form to the extent necessary for your efficient use of the products, and to sublicense the software solely as part of a sale of the product, in each case only in object code (as applicable) and not source code, provided, however, that any such sublicense shall be subject to written terms and conditions and shall contain limitation of liability, exclusion of warranty and protection of proprietary rights provisions for our benefit at least as extensive as, and consistent with, those contained herein. You may not modify, enhance or otherwise change or supplement the software supplied hereunder without our written consent. The source code for the software shall not be disclosed to you, and you may not, nor permit any other person or entity to, disassemble, decompile or reverse engineer the software.

At our request, you shall execute and deliver our standard form of software license agreement, which, after execution, shall govern your use and copying of the software. You shall not remove any copyright, proprietary rights or other notice included in the software and shall reproduce such notices on all copies of the software.

Certain of the products contain software, firmware and related documentation that was not developed by or for us. With respect to those materials, your use of them is subject to all the terms and conditions of the license agreements applicable to them, either as licensee thereof or as a sublicensee of us.

11. WARRANTY

We warrant to you that title to all products sold to you is good and the transfer rightful, subject to the paragraph entitled "SECURITY INTEREST." We warrant to you that each product manufactured by or for us will be free from defects in material and workmanship in normal use and service for one (1) year from the date of delivery to you as the original purchaser. This warranty does not cover, and no warranty is provided for, parts which by their nature are normally required to be replaced periodically consistent with normal maintenance and use, including, without limitation, syringes, air filters, and consumable products. If any product covered by this warranty is returned to the original shipping point, transportation charges prepaid, within the applicable warranty period set forth above and upon examination we determine to our satisfaction that such product was defective in material or workmanship at the time of delivery to you, we will, at our option, repair or replace the product or the defective part thereof or refund the original purchase price of the product.

The foregoing notwithstanding, we will not be responsible for damage to any product resulting from misuse, negligence or accident or resulting from repairs, alterations or installation made by any person or firm not duly authorized by us in writing. We shall not be liable for failure to comply with statutes relating to safety and health, including, without limitation, standards promulgated under the Occupational Safety and Health Act (OSHA) of 1970, as amended, and regulations issued pursuant thereto.

If, at any time during the period ending one (1) year after delivery of any product to you, you report and document any error in any software provided with such product and developed by or for us or any failure of any such software substantially to conform to our software description that limits or prevents use of the product by you, we, at our option, will use reasonable efforts to correct any such error or failure, will replace such software or will terminate your license to use the software and refund the price of the related product. In connection with any such termination and refund, you will return the related product to us forthwith upon request. This warranty shall apply only to those portions of the software that were developed by or for us and that incorporate all program corrections and modifications, if any, delivered to you. It shall not apply to any error or failure due to machine error or to the misuse by or negligence of any person or entity other than us or to any software which is modified by any person or entity other than us.

If you fail to pay when due any portion of the purchase price of any product or any other payment required from you to us, whether under the contract or otherwise, all warranties and remedies granted hereunder and all of our warranties and obligations to service, repair, replace, correct or otherwise remedy defects, errors or failures under any other contract between you and us may, at our option, be terminated.

THE WARRANTIES IN THIS PARAGRAPH ARE THE ONLY WARRANTIES GIVEN BY US WITH RESPECT TO THE PRODUCTS AND THE SOFTWARE PROVIDED WITH THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. YOUR EXCLUSIVE REMEDIES AND OUR SOLE LIABILITY FOR ANY NON-CONFORMITY OR DEFECT IN THE PRODUCTS OR SUCH SOFTWARE SHALL BE THOSE EXPRESSED HEREIN.

With respect to products provided to you by us but not manufactured by or for us or, in the case of software, firmware and related documentation thereof provided to you but not developed by or for us, WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to you, to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product or the provider of the software upon your timely written request, and, if required, upon your return of the faulty product or software to us, postage prepaid.

12. LIMITATION OF LIABILITY

An essential purpose of the limited exclusive remedies provided in the paragraphs entitled "WARRANTY" and "PATENTS" is allocation of risks between you and us, which allocation of risks is reflected in the purchase price for the products. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OUR PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, OR THE PERFORMANCE OR FAILURE TO PERFORM OF ANY PRODUCT OR SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT, EXCEPT AS SPECIFICALLY PROVIDED IN THE PARAGRAPH ENTITLED "PATENTS". IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall we be liable for any damages caused by your failure to perform your responsibilities, for any damage to any person or property or for any claim against you by any other party, except as provided in the paragraph entitled "PATENTS".

13. CANCELLATION

Cancellations of orders must be made prior to shipment and, except as otherwise expressly provided in our quote, are subject to a cancellation fee of 30% of your total order. Orders cannot be cancelled after shipment.

14. ERRORS

We reserve the right to correct all typographical and clerical errors which may be present in the prices or specifications contained herein.

15. PATENTS

We will defend or settle at our own expense any suit or proceeding brought against you so far as it is based upon a claim that any product or any part thereof furnished by us constitutes an infringement of any United States patent, and will indemnify you against all costs, damages and expenses finally awarded against you with respect to such claim provided that we are notified promptly in writing of any such claim and given full authority, information and assistance for the defense or settlement of the same and provided further that we shall have sole control of the defense and the negotiations for settlement, if any, of such claim. We do not agree to be responsible for and do not agree to undertake any such defense or settlement when the charge of infringement is based upon a combination or assemblage of a product or products furnished by us with materials not furnished by us. If any such claim is asserted, we may, at our option, in lieu of all other actions and liabilities hereunder, procure the right for you to use the product, replace or modify the same so that it becomes non-infringing and/or request that you return the product for credit at its depreciated value.

We shall not be liable for any cost or expense incurred without our written authorization. THE FOREGOING PARAGRAPH STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR OTHER INFRINGEMENT OR INTELLECTUAL PROPERTY VIOLATION BY ANY PRODUCT OR SOFTWARE PROVIDED BY US TO YOU.

16. PROPRIETARY RIGHTS

You acknowledge that all intellectual property rights in or to the products are owned by us. You are authorized to use the products only pursuant to this contract and agree that you shall not infringe the intellectual property rights in or to the products or acquire or obtain any right, title or interest therein. Any developments, improvements or modifications in the products made by us, you, or both, shall be for the benefit of us, and all intellectual property rights in or to the foregoing shall immediately, upon creation, vest in and be owned by us and you agree to and hereby assign all such rights to us, provided that this sentence shall not apply to any new uses of the products.

17. RETURN OF PRODUCTS

All sales are final. Subject to the paragraph entitled "WARRANTY", no product will be accepted for return and no credit will be allowed on any product returned unless we have granted prior written permission. We will require a restocking charge of 20% of the invoice price with respect to any restocking requested by you.

18. GOVERNMENT CONTRACTS

If the products to be furnished under the contract are to be used in the performance of a United States Government contract or subcontract, the Government contract number and a statement to that effect shall appear on your order. If your order includes all of such information and if such order is accepted in writing by our authorized officer at our principal office in Ithaca, New York with knowledge of such information and if such acceptance specifically references such Government contract or subcontract, then those clauses of the applicable United States Government procurement regulations which are mandatorily required by Federal statute or regulation to be included in this contract shall be incorporated herein by reference. In all other events, such clauses shall not be incorporated herein by reference.

19. EXPORT

Regardless of any disclosure made by you to us of an ultimate destination of products or software furnished by us, you shall not export or re-export from, or otherwise transport outside, the United States of America, either directly or indirectly, any such products or software, any parts thereof or any system incorporating such products or software, unless such export, re-export or transport is in compliance with all laws and regulations of the United States of America, and without first obtaining, at your sole expense, all required licenses and permits from the United States Department of Commerce, United States Department of Treasury and any other relevant agencies or departments of the United States government. You must disclose to us in writing any intention to export any products and the ultimate destination at the time of order and supply us with full information and documentation required by us to ensure that you have complied with all export and re-export restrictions. FAILURE TO DO SO SHALL VOID ALL EXPRESS AND IMPLIED WARRANTIES.

20. NON-WAIVER OF DEFAULT; REMEDIES

In the event of any default by you under the contract or any other contract between you and us, we may decline to make any or all shipments to you, and you will pay all costs incurred by us in connection with enforcement of any of our rights under such contract, including, without limitation, reasonable attorneys' fees. If we elect to continue to make shipments, our action will not constitute a waiver of any default by us or in any way affect our legal rights or remedies for any such default. All of our rights and remedies under the contract shall be cumulative, non-exclusive and in addition to all other rights and remedies available, at law, in equity, by contract or otherwise, and may be exercised singularly or concurrently.

21. LABEL LICENSE

You understand and agree that, where applicable for products subject to individual label licenses, that your use of each such product is and will be regulated by the terms stated on such label license that accompanies each such product. You agree not to remove the label license on such product at any time. Each expression purchased pursuant to this contract bears the following label: **THIS EQUIPMENT HAS NOT BEEN APPROVED FOR HUMAN DIAGNOSTIC USE BY THE U.S. FDA OR ANY OTHER REGULATORY BODY AND SHOULD NOT BE USED FOR ANY PURPOSE FOR WHICH SUCH APPROVAL IS REQUIRED.** This label must not be removed. If inadvertently removed, we will supply you with additional labels free of charge.

22. MISCELLANEOUS

The validity, construction and interpretation of the contract and your and our rights and duties shall be governed by the laws of the State of New York without regard to its principles of conflicts of laws. Except as otherwise expressly provided herein, this contract constitutes the entire agreement between us as seller and you as purchaser relating to the sale of the products and contains the final, complete and exclusive statement of representations made by us. We shall not be bound by any representation, promise or inducement of any kind unless set forth herein and shall not be bound except to you as purchaser by any representation or promise made herein.

No waiver, alteration or modification of, or addition to, any of the provisions of the contract shall be binding upon us unless in writing and signed by our duly authorized representative and by you.

The contract will be binding upon, and inure to the benefit of, you and us and your and our respective legal representatives, successors and permitted assigns. The contract is personal to you, and you may not assign any of your rights or delegate any of your obligations thereunder, in whole or in part, without our prior written consent which may be withheld for any reason.

If any term or condition of this contract is determined to be or becomes invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions of this contract shall not be affected thereby. If, after application of the immediately preceding sentence, any term or condition of this contract is determined to be or becomes invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect.

The contract will be binding upon, and inure to the benefit of, you and us and your and our respective legal representatives, successors and permitted assigns. The contract is personal to you, and you may not assign any of your rights or delegate any of your obligations thereunder, in whole or in part, without our prior written consent which may be withheld for any reason.

If any term or condition of this contract is determined to be or becomes invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions of this contract shall not be affected thereby. If, after application of the immediately preceding sentence, any term or condition of this contract is determined to be or becomes invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect.