

TERMS AND CONDITIONS OF SALE

1. **Entire Agreement.** These terms and conditions of sale (these “Terms”) govern the sale of goods and services by Marathon Cheese Corporation (“Seller”) to the buyer named (“Buyer”) in the quote, order confirmation, invoice or other sales form of Seller (collectively, the “Sales Forms”) accompanying these Terms. As used herein “Goods” includes both goods that are sold to Buyer, and goods produced from the conversion and packaging services rendered by Seller for Buyer. Acceptance of Buyer’s purchase orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms. Acceptance of delivery of the Goods by Buyer will constitute Buyer’s assent to these Terms. These Terms, together with the Sales Forms, represent the complete agreement of the parties (collectively, this “Agreement”), and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Seller unless made in writing and signed by Seller. No modification of any of these Terms will be effected by Seller’s shipment of Goods following receipt of Buyer’s purchase order, shipping request, or other purchase forms utilized by Buyer containing terms and conditions of purchase that are in addition to, or conflict with, these Terms. If the parties have otherwise completed a signed, written contract covering the sale of the Goods covered hereby, the terms and conditions of such contract shall prevail over these Terms to the extent they are inconsistent with these Terms.

2. **Orders Subject to Acceptance.** All purchase orders must comply with the lead times, minimum order quantities and other requirements set forth in the applicable quote of Seller. All purchase orders are subject to approval and acceptance in writing by Seller, at Seller’s offices in Marathon, Wisconsin. When accepted, purchase orders cannot be canceled without Seller’s prior written consent. Goods cannot be returned without Seller’s prior written consent and a return authorization number.

3. **Prices.** All prices are Uniform Commercial Code, F.O.B. Delivery Point (as hereinafter defined), and, except as otherwise set forth in the applicable quote, are subject to adjustment, without notice, to Seller’s prices in effect at the time of shipment. In cases where Seller is responsible for delivery of the Goods, any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, duties, and charges; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or other assets.

4. **Payment.** All accounts shall be paid net at Seller’s offices in Marathon City, Wisconsin within fifteen (15) days after the date of Seller’s invoice. Buyer shall pay each invoice by electronic funds transfer (or such other method as may be mutually agreed by the parties) and in United States Dollars. A service charge of the lesser of 1% per month or the maximum permissible rate will be added to all past due accounts. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including reasonable attorneys’ fees. Seller may establish and modify credit limits for Buyer. Further, Seller reserves the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial performance or credit worthiness of Buyer is unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this Agreement or otherwise fails to comply with any provision hereof, Seller may, at its option, and in addition to other remedies, cancel any unshipped portion of Buyer’s purchase order; in such event, Buyer will remain liable for all unpaid accounts. Buyer shall not withhold payment of any amounts payable to Seller by reason of any set-off or offset of amounts due or claimed to be due from Seller, whether as a result of any claim or dispute with Seller or otherwise.

5. **Delivery.** The Goods will be delivered to Seller’s designated plant location (or such other location as Seller may agree in the applicable quote) (the “**Delivery Point**”), within a reasonable time after the receipt of Buyer’s purchase order. Delivery will be deemed to occur at the time the Goods are delivered to the Delivery Point. When the Delivery Point is Seller’s designated plant location (a “**Place of Shipment Delivery Point**”), Buyer must take delivery of the Goods within 14 days after Seller’s written notice that the Goods have been delivered to the Place of Shipment Delivery Point, and title and risk of loss or damage transfers from Seller to Buyer when the Goods are tendered to the carrier at the Place of Shipment Delivery Point. When the Delivery Point is a location other than Seller’s designated plant location (a “**Place of Destination Delivery Point**”), Buyer must take delivery of the Goods at the time they are tendered by the carrier as the Place of Destination Delivery Point, and title and risk of loss transfers from Seller to Buyer when the carrier tenders the Goods to Buyer or its designee at the Place of Destination Delivery Point. If for any reason Buyer fails to accept delivery of any of the Goods at the times described above, then, notwithstanding the foregoing: (a) risk of loss to the Goods shall immediately pass to Buyer; and (b) Buyer shall be liable for all related costs and expenses (including Seller’s customary storage fees and/or third-party storage costs, transportation costs, and insurance costs). Unless Seller otherwise agrees in the applicable quote, Seller shall package the Goods in accordance with Seller’s customary practices. Any claim by Buyer against Seller for shortage or damage to the Goods occurring prior to delivery to the Delivery Point must be made in writing within 10 days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received Goods from Seller in the condition claimed. Any claim by Buyer for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to Seller within 10 days.

6. **Quantity.** If Seller delivers to Buyer a quantity of Goods of up to 10% more or less than the quantity set forth in the sales confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the price set forth in the applicable quote adjusted pro rata. Seller may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the quantities delivered whether such delivery is in whole or partial fulfillment of Buyer’s purchase order.

7. **Specifications; Testing.** Buyer shall provide Seller with specifications for the Goods for review and approval by Seller. Any Goods that are packaged prior to Seller’s review and approval of Buyer’s specifications shall be converted and packaged in accordance with Seller’s internal specifications. As used herein, “Specifications” means, with respect to any Goods, the mutually agreed specifications or, in the absence thereof, Seller’s internal specifications. Seller reserves the right to improve, correct and/or further modify Seller’s internal

specifications without notice to Buyer. Buyer agrees that Seller shall not be required to test raw material cheese or finished Goods for any chemical or microbiological values included in the Specifications. Rather, the party that provides the raw material cheese shall, or shall require any third-party supplier of raw material cheese to, provide to Seller a certificate of analysis for each load of raw material cheese, and Seller shall examine it for conformity to the chemical and microbiological values included in the Specifications.

8. **Buyer Supplied Materials; Artwork; Labeling Elements.** If agreed in writing by Seller, Buyer may provide Seller raw materials (“**Buyer Supplied Raw Materials**”) and components (“**Buyer Supplied Components**”; and together with the Buyer Supplied Raw Materials, the “**Buyer Supplied Materials**”) to be used in the conversion and packaging of the Goods. Title and risk of loss or damage to the Buyer Supplied Materials shall remain with Buyer at all times unless Seller has agreed in writing to purchase the Buyer Supplied Materials from Buyer. If Seller agrees to purchase the Buyer Supplied Materials from Buyer, then title and risk of loss or damage to the Buyer Supplier Materials shall pass to Seller when the Buyer Supplied Materials have been unloaded and made available to Seller at the delivery point mutually agreed by the parties. Buyer agrees to provide to Seller sufficient quantities of Buyer Supplied Materials sufficiently in advance of the scheduled manufacturing date (unless otherwise agreed by Seller in writing, no later than the lead time for the purchase order of the Goods as set forth in the applicable quote), for use in the conversion and packaging of the Goods. Buyer shall supply (a) the keylines, art work, designs, written statements, (b) the design, content, wording, artwork, features, product claims, and (c) the trademarks, service marks, copyrighted materials and other intellectual property (collectively, “**Intellectual Property**”) required for labeling Goods (clauses (a)-(c), collectively, the “**Labeling Elements**”), and be responsible for ensuring that the Labeling Elements comply with applicable laws and regulations (“**Laws**”) and do not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any third party.

9. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, contractors (other than Seller), consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, losses, or damages sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. **Seller’s Limited Warranty.** Seller warrants to Buyer that, for a period of 90 days after Seller’s date of packaging of the Goods (the “**Warranty Period**”), the Goods (a) shall materially comply with the Specifications for the Goods, (b) shall be food products suitable for human consumption, (c) shall not be adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act (“**FD&CA**”), and not an article which may not, under the provisions of Sections 404 and 505 of the FD&CA, be introduced into interstate commerce, and (d) shall not be adulterated or misbranded within the meaning of any applicable state or local Law in which the definition of adulteration and misbranding is substantially similar to the FD&CA. The dates marked on various packages (i.e., use by, pull, shelf life, and other Product code dates) may vary from customer to customer and are not in any way related to the actual date of packaging. Notwithstanding the foregoing, (i) Seller does not warrant any Goods, and shall not be required to repair, replace, reimburse or credit Buyer for Goods, to the extent that the unacceptability of such Goods results from (A) any act or omission of Buyer, any customers of any tier, or any third party selected by Buyer including in the storage, handling, manufacturing or processing, or delivery of the Goods, (B) the use of any of the Buyer Supplied Materials or Labeling Elements, or (C) the use of Buyer’s specifications, (ii) the foregoing warranties shall terminate with respect to any Goods that will be further manufactured, processed, or packaged by Buyer or its third-party contractor, effective immediately prior to such manufacturing, processing, or packaging, and (iii) Seller does not warrant that the Goods are suitable for export and, accordingly, the warranties shall terminate with respect to any Goods to be exported from the United States of America at the time such Goods are delivered to the port or other place from which the Goods will be exported from the United States of America.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 10, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED (EXCEPT TITLE), STATUTORY, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING (A) ANY WARRANTY OF MERCHANTABILITY, (B) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE GOODS WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF SELLER IS AUTHORIZED TO ALTER OR MODIFY THE WARRANTY SET FORTH ABOVE OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS CONTRARY THERETO.

Seller shall not be liable for a breach of the warranties set forth in this Section 10 unless: (a) Buyer gives written notice of the defective Goods reasonably described, to Seller within 15 days after the time when Buyer discovers or ought to have discovered the defect; (b) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in this Section 10 to examine such Goods and Buyer, if requested to do so by Seller, returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (c) Seller reasonably verifies Buyer’s claim that the Goods are defective. Subject to foregoing, in the event any of Goods shall not comply with one or more of the above warranties during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit or refund the price of such Goods at the pro rata contract rate; provided that, if Seller so requests, in either case, Buyer shall, at Seller’s expense, return such Goods to Seller. **THE REMEDIES SET FORTH IN THIS PARAGRAPH SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS SECTION 10.** In no event shall the foregoing exclusive remedies be deemed to have failed of their essential purpose. All warranties of Seller, and any remedies with respect to the breach thereof, as expressed in these Terms shall apply in full whether the transaction with respect to the specified Goods is a “sale” of Goods, a provision of services, or both.

11. **Limitation of Seller’s Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PENALTIES, SPECIAL, CONTINGENT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES, LOST PROFITS OR

LOST REVENUE, DUE TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, WHETHER SOLE OR CONCURRENT), OR OTHERWISE INCLUDING DAMAGES FOR DESTRUCTION OF OR LOSS TO PROPERTY, PERSONAL INJURY/DEATH (TO THE EXTENT PERMITTED BY LAW), LATE DELIVERY OR LOSS OF USE OF THE GOODS, LOSS OF PRODUCTION, REVENUE, OR PROFITS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CUSTOMERS OF BUYER OR USERS OF BUYER'S GOODS FOR ANY SUCH DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY LEGAL CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, WHETHER SOLE OR CONCURRENT), OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE OF GOODS HEREUNDER, EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER UNDER THE PURCHASE ORDER OR PURCHASE ORDERS GIVING RISE TO THE LIABILITY. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION 11 SHALL BE TO THE EXCLUSION OF ANY OTHER DAMAGES THAT MAY OTHERWISE BE AVAILABLE TO BUYER AT LAW OR OTHERWISE. THE PROVISIONS SET FORTH IN THIS SECTION 11 ARE INDEPENDENT OF ANY REMEDIES PROVIDED TO BUYER IN THIS AGREEMENT, AND SHALL APPLY EVEN IF ONE OR MORE OF BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. **Warranties of Buyer.** Buyer warrants to Seller that, for the Warranty Period, (a) the Buyer Supplied Raw Materials shall comply with the mutually agreed raw material specifications and those portions of the Specifications applicable thereto, (b) the Buyer Supplied Raw Materials shall be food products suitable for human consumption, (c) the Buyer Supplied Raw Materials shall not be adulterated or misbranded within the meaning of the FD&CA, and shall not be an article which may not, under the provisions of Sections 404 and 505 of the FD&CA, be introduced into interstate commerce, (d) the Buyer Supplied Raw Materials shall not be adulterated or misbranded within the meaning of any applicable state or local Law in which the definition of adulteration and misbranding is substantially similar to the FD&CA, (e) the Buyer Supplied Components shall comply with all applicable Laws, and shall not cause exposure to any chemical determined under the California Safe Drinking Water and Toxic Enforcement Act of 1986 and its regulations and amendments (commonly known as Prop 65), to cause cancer or reproductive toxicity, (f) none of the Buyer Supplied Materials or Labeling Elements shall infringe, misappropriate or otherwise violate any third party's Intellectual Property, and (g) the Buyer Supplied Materials shall be new and undamaged at the time they are delivered to Seller. Without limiting Seller's other remedies in this Agreement, or in Law or equity, in the event any of the Buyer Supplier Materials shall not comply with one or more of the above warranties, Buyer shall, as requested by Seller, either: (i) repair or replace such Buyer Supplied Materials or (ii) if Seller has agreed to purchase the Buyer Supplied Materials from Buyer, credit or refund the price of such Buyer Supplied Materials.

13. **Indemnification by Buyer.** Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, and its and their respective successors, assigns, officers, directors, managers, employees, agents, and customers (collectively, the "**Indemnified Parties**"), from and against all first party and third party claims, actions, proceedings, losses, penalties, fines, damages, costs and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or related to (a) any breach by Buyer of its obligations under this Agreement including any of Buyer's warranties contained herein, (b) any bodily injury or death of any person, or damage to real or tangible personal property, by whomsoever suffered, resulting, or claimed to result, in whole or in part from any actual or alleged defect, whether patent or latent, in any of the Buyer Supplied Materials, or from any negligent or more culpable acts or omissions of Buyer, its affiliates, or its or their respective officers, directors, managers, employees, agents, representatives, or contractors (other than Seller) (collectively, the "**Buyer Parties**"), (c) any actual or alleged violation of any applicable Laws by any of the Buyer Parties, or (d) any actual or alleged infringement, misappropriation, or other violation of third-party Intellectual Property by any of the Buyer Supplied Materials, the Labeling Elements, or Goods manufactured in accordance with Buyer's Specifications.

14. **Recall.** Buyer agrees to promptly notify Seller after becoming aware of circumstances that may necessitate the implementation of a recall, market withdrawal, or other corrective action (a "**Recall**") with respect to Buyer Supplied Materials or Goods into which Buyer Supplied Materials have been incorporated (the "**Recalled Goods**"). In the event the U.S. Federal Food and Drug Administration, or any successor or replacement governmental authority, requires or recommends the implementation of a Recall, Buyer and Seller shall work in good faith to accomplish such Recall. Seller's records shall be used to define the Recalled Goods and for traceability purposes. Subject to the requirements of applicable Laws, Seller shall make the first entry into the Reportable Food Registry for issues with respect to the Recalled Goods that are deemed "reportable foods" as defined in by the FD&CA. In the event a Recall is implemented due to circumstances accountable to Buyer including because of nonconforming or defective Buyer Supplied Materials, Buyer shall pay all reasonable and documented costs and expenses associated with the Recall including those associated with withdrawing, recalling, correcting, reprocessing, repackaging, destroying, and replacing the Recalled Goods. Buyer shall also be liable to Seller for other damages incurred by Seller related to the Recalled Goods and for damages incurred by a third party asserting claims against Seller related to the Recalled Goods.

15. **Buyer's Insurance.** Buyer agrees to procure and maintain, at its own expense, the following insurance issued by insurance companies rated at least A- by A. M. Best's key rating guide: (i) product contamination insurance for liabilities assumed under an insured contract in the amount of at least \$25,000,000 in aggregate at the inception of the policy period; (ii) commercial general liability insurance ("**CGL**"), written on an occurrence basis, including premises, products, completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), in an amount of at least \$10,000,000, per occurrence for bodily injury, personal injury, and property damage; (iii) if Buyer uses a vehicle on Seller's premises for the provision of goods or services, commercial automobile liability insurance ("**AL**") covering owned, non-owned, rented and hired vehicles in the amount of \$1,000,000; (iv) umbrella/excess coverage as needed to satisfy the CGL and AL minimums set forth above; (v) workers' compensation, including occupational disease, as set forth in any applicable statutes in the amount of the statutory minimum, and employer's liability insurance in amount of not less than \$1,000,000 per accident/\$1,000,000 disease each employee; and \$1,000,000 disease policy limit; and (vi) with

respect to Buyer Supplied Materials that are not purchased by Seller, comprehensive all-risk property insurance in the amount of the full insurable value of the Customer Supplied Materials and all Goods produced therefrom, on a full replacement cost basis. With respect to the insurance required above, (a) Buyer may satisfy the minimum limits for the CGL and AL policies with either a single CGL policy/AL policy or with a primary CGL policy/AL Policy plus an umbrella/excess liability policy, (b) the insurance shall provide that the coverage thereunder shall not be cancelled without ten (10) days' prior written notice to Seller, (c) the insurance shall be primary and noncontributory, (d) the insurance shall apply separately to each insured against whom claim is made or suit is brought and shall contain no provision which excludes coverage under a claim or suit by one insured against another insured under the policy, (e) with respect to the insurance specified in clauses (ii), (iii) and (iv) above, shall name Seller, its affiliates, and its and their directors, officers, agents, and employees, as an additional insureds, (e) with respect to the insurance specified in clauses (ii), (iii), (iv) and (v) above, shall waive subrogation against Seller, and (f) with respect to the property insurance referred to in clause (vi) above, shall name Seller as a loss payee. Upon request by Seller, Buyer agrees to furnish to Seller evidence of Buyer's compliance with its obligations under this Section 15.

16. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In any such case, upon demand by Seller, Buyer agrees to pay for the Buyer-specific ingredients and components procured by Seller for the conversion and packaging of the Goods, and for the price of any finished Goods.

17. Confidentiality. All non-public, confidential or proprietary information of Seller, including specifications, samples, patterns, designs, quality and safety documents, quotes, pricing, and business operations, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed to any third party unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return, delete or destroy all documents and other materials received from Seller and, in the case of deletion or destruction, upon request by Seller, Buyer shall certify the deletion or destruction of the documents and other materials.

18. Force Majeure. Seller shall not be liable for delays in shipment, default in delivery, or for any other delay or default in performance for any reason of force majeure or for any cause beyond Seller's reasonable control including (a) government action, war, riots, civil commotion, embargoes or martial Laws, (b) Seller's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Seller or others, (e) fire, flood or other casualty, and (f) pandemic, epidemic or other widespread illness or disease. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods.

19. Waiver; Modification; Severability. Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time. These terms and conditions may only be amended or otherwise modified in writing signed by an authorized representative of each party. In no event shall the use by Seller of Buyer's or any third-party billing portal or program, or any terms thereof, operate to amend, modify or supplement these terms and conditions of this Agreement. In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

20. Signature; Writing; Construction. Any signature, including any electronic symbol or process attached to, or associated with, this Agreement, or any other agreement or document related to this Agreement, and adopted by a person with the intent to sign, authenticate or accept this Agreement, or such other agreement or document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable Law. As used in this Agreement, the term "writing" and variations thereof include an e-mail, a facsimile or other electronic record. The term "including" is not limiting and means "including, without limitation." The words "hereto," "hereof," "hereunder" and similar expressions refer to these Terms and not any particular section or portion thereof.

21. Controlling Law; Forum. This Agreement shall be governed by the internal Laws of the State of Wisconsin, U.S.A., without giving effect to that jurisdiction's conflicts of laws principles. Buyer and Seller agree that the provisions of the U.N. Convention on the International Sale of Goods shall not apply to this Agreement. Buyer and Seller consent to the exclusive jurisdiction and venue of the state courts of Marathon County, Wisconsin, or the federal courts for the Western District of Wisconsin, for the resolution of any disputes arising out of or relating to this Agreement.