



**ROBERT EHMET HAYES & ASSOCIATES, PLLC**  
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017  
859-331-3121

January 9, 2026

VIA EMAIL

To: Mr. Matt Atkins, Acting Superintendent  
Newport Independent Schools

RE: Newport Independent Schools  
Newport High School – CTE Renovations  
DPO #4 – Nora Systems, Inc.  
BG #23-501 / REH #149-523

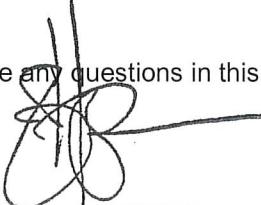
Enclosures: 1. Copy of Change Order No. 1.

Please note KDE's Supplemental Form attached (requires additional signatures).

Action

Required: 1. Obtain Board approval.  
2. Execute the Change Order and the Supplemental Form, as appropriate.  
3. Retain a fully executed copy for your file  
4. Return an executed copy, along with the executed Supplemental Form, to this office and we will upload to KDE's FACPAC website on your behalf.

If you have any questions in this regard, please call

  
Joseph Hayes

JAH:jhf

# AIA® Document G701® – 2017

## Change Order

PROJECT: (Name and address) Newport High School - Renovations 900 East 6th Street Newport, KY 41071 REH #149-523 / BG #23-501	CONTRACT INFORMATION: Contract For: Total Project Date: December 12, 2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: December 24, 2025
OWNER: (Name and address) Newport Independent Board of Education 30 West 8th Street Newport, KY 41071	ARCHITECT: (Name and address) Robert Ehmet Hayes & Associates, PLLC 465 Centre View Blvd Crestview Hills, KY 41017	CONTRACTOR: (Name and address) Nora Systems, Inc. 9 Northeastern Boulevard Salem, NH 03079

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #1 - Reduction to DPO due to removing adhesive costs that weren't needed - Deduct \$173.85).

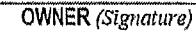
The original Contract Sum was	\$ 51,317.32
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 51,317.32
The Contract Sum will be decreased by this Change Order in the amount of	\$ (173.85)
The new Contract Sum including this Change Order will be	\$ 51,143.47

The Contract Time will be unchanged by ( ) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

 ARCHITECT (Signature)	 CONTRACTOR (Signature)	 OWNER (Signature)
BY: Joseph Hayes (Printed name, title, and license number if required)	By: Matt Atkins, Acting Superintendent (Printed name and title)	By: Matt Atkins, Acting Superintendent (Printed name and title)
12/24/25 Date	1/18/26 Date	Date

# **FACPAC PO Change Order Supplemental Information Form (Ref# 63951)**

Form Status: Saved

## Tier 3 Project: Newport High School CTE Renovations

BG Number: 23-501

Status: Active

District: Newport Independent (HB678) (452)

### Phase: Project Initiation (View Checklist)

Contract: Ashley Builders, 0001, Total Project

Purchase Order Number: 4

Vendor Name: Nora Systems, Inc.

Change Order Number	1
Time Extension Required	No
Date Of Change Order	12/24/2025
Change Order Amount To Date	Decrease

## Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

Current Approved Amount	\$257,304.00
Net Approved COs	\$0.00
Remaining After Approved COs	\$257,304.00
Net All COs	\$-8,738.85
Remaining After All COs	\$266,042.85

This Requested Change Order Amount (\$173.85)

+/-

### Change In A/E Fee This Change Order

+/-

### Change In CM Fee This Change Order

+/-

## Remaining Construction Contingency Balance

Contract Change Reason Code      Reduction of Scope

## Change On COR #1 - 1

\$(173.85).

## Cost Benefit To Owner

Contract unit prices have been utilized No to support the cost associated with this change order.

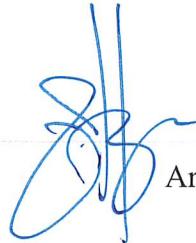
## Detailed Cost Breakdown

Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

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Detail Item	Amount	Percent of Total
Labor		0.00%
Materials	(\$173.85)	100.00%
Profit and Overhead		0.00%
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>	<b>\$-173.85</b>	
Cost for this Change Order supported No by an alternate bid or competitive price quote		
Explain Why		

**Change Order Supplemental Information Form Signature  
Page (Online Form Ref# 63951)**



Architect

12/24/25

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date

**nora systems, Inc.**

9 Northeastern Blvd.  
Salem, NH 03079  
Phone: (603) 894-1021  
Toll-Free: 1-800-332-NORA

**nora**<sup>®</sup>  
by Interface®

Newport Independent Schools  
c/o Com Tek Interiors  
30 W 8th St  
Newport KY 41071-1352

District: U012 / KAM:

**INVOICE**

ZTA

INVOICE NO/DATE  
21427382 / 08/14/2025

PURCHASE ORDER 3967-1  
ORDER NO 2678521  
DELIVERY NOTE 60812588  
CUSTOMER NO 214128  
C/S DEPARTMENT Regan Tsiakos  
PHONE 8003326672-59162  
EMAIL Regan.Tsiakos@interface.com

**DELIVERY ADDRESS**  
Com Tek Interiors Inc  
513-772-2485  
1967 KINGSVIEW DR  
LEBANON OH 45036-8398

PROJECT OP1091233  
nora - Newport HS CTE  
30 W 8th St  
Newport KY 41071

**PLEASE REMIT TO:**  
nora systems, Inc.  
23248 Network Place  
Chicago, IL 60673-1232

(U.S. \$ Only)

THIS INVOICE INCORPORATES BY REFERENCE (WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HEREIN) THE TERMS AND CONDITIONS OF SALE

<https://shop.interface.com/US/en-US/help-center/terms-and-conditions-of-sale.html>

TERMS OF PAYMENT

NET 30 DAYS

TERMS OF DELIVERY FOB Salem NH PPD

METHOD OF SHIPMENT Truck

QUANTITIES ROUNDED TO NEAREST FULL SALES UNIT. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

LINE ITEM	ARTICLE DESCRIPTION	U/M	QUANTITY SHIPPED	PRICE PER UNIT (USD)	AMOUNT (USD)
0100	.14" (3.5) norament® grano 39.52"x39.52" article 1880 hmd color 5303 frankincense Batch 7325120000	SF	5,500.40	8.77	48,238.40
0200	00504101 nora AC MR 95 adhesive nora® AC MR95# 4 gallons	PC	2.00	242.46	484.92

**nora systems, Inc.**

9 Northeastern Blvd.  
Salem, NH 03079  
Phone: (603) 894-1021  
Toll-Free: 1-800-332-NORA



Date/Doc. No. **PAGE**  
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Newport Independent Schools  
c/o Com Tek Interiors  
30 W 8th St  
Newport KY 41071-1352

LINE ITEM	ARTICLE DESCRIPTION	U/M	QUANTITY SHIPPED	PRICE PER UNIT (USD )	AMOUNT (USD )
0300	00519001 US FREIGHT CC - FOB SALEM, NH	SF	5,500.35	0.44	2,420.15
	TOTAL before Tax				51,143.47
	Tax amount				0.00
	TOTAL				51,143.47



by interface

### Orientation #

Q-1421283

Quote Location	Great Lakes
Quote Version	1
Date	11/25/2024
Job Name	nora - Newport HS CTE Reno
Contact	Noah Onkst
Account Executive	Andrew Mastrino
Account Executive	(937) 499-3274
Phone #	
Account Executive	andrew.mastrino@jinterface.com
Email	
Expiration Date	12/25/2024

All products are made to order. We cannot accept returns or change orders. Please note that any alterations or cancellations to an order subsequent to confirmation may result in applicable cancellation and/or restocking fees. For additional information, kindly refer to our terms and conditions.

Line Item	Style	Size	Color	Quantity	Price	Per	Total Value
<b>NFG</b>							
1	NORAMENT® 926 GRANO	39.53INX39.5.3INX3.5 MM	Standard	5,500.35	\$ 8.77	ft <sup>2</sup>	\$ 48,238.07
		norament® grano Art. 1880**tile 39.53" x 39.53" Thickness 1.4"/3.5mm (10.764 sf/tile)**sold per tile					
<b>Subtotal</b>							<b>\$ 48,238.07</b>
<b>NTA</b>							
2	acrylic adhesive, one part	ADHESIVE DISPERSION	ADHESIVE DISPERSION	1.00	\$ 242.46	Each	\$ 242.46
		8021					
4.0 gal; 800-1040 SF							
3	dry adhesive tapes	DRY ADHESIVE TAPEs	DRY ADHESIVE TAPEs	1.00	\$ 416.64	Each	\$ 416.64
0.75mm x 30m (29.5" x 98.5', 242 SF)							
<b>Subtotal</b>							<b>\$ 659.10</b>
<b>Others</b>							



Line Item	Style	Size	Color	Quantity	Price Per	Total Value
4	Freight			5,500.35	\$ 0.44	\$ 2,420.15
Freight applies to nora rubber flooring only. Freight does not apply to sundries.						
<b>Subtotal</b>						<b>\$ 2,420.15</b>
<b>Total</b>						
	<b>Quote Comments</b>					

These terms and conditions (these "Terms") apply to the sale of materials, goods, and merchandise regardless of type ("Products"). The business entity selling Products is referred to as "Seller" and the business entity or individual purchasing Products is referred to as "Buyer." These Terms shall govern and be incorporated into any sale of Products by Seller to Buyer. Any terms in Seller's quote, Buyer's purchase order, order form, remittance communication, a written order confirmation from Seller ("Seller's Order Confirmation"), or any other document which conflict with or are in addition to these Terms are deemed to be material alterations to these Terms and, except to the extent they are (in Seller's sole opinion) more favorable to Seller than the terms stated herein or accepted by Seller in writing, notice is given to Buyer that any such terms are rejected. The sale of Products is expressly conditioned on Buyer's acceptance of these Terms. No quotation by Seller and no written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has accepted, a purchase order from Buyer, in writing, on Seller's form of purchase order and issued a Seller Order Confirmation.

**PRICE:** The purchase price of Products is set forth in Seller's quote or Buyer's Purchase Order to the extent accepted by Seller in Seller's Order Confirmation. Such purchase price is only valid through the estimated delivery date as shown on Seller's Order Confirmation and is subject to increase if delivery acceptance is delayed. The purchase price includes standard packaging. In addition to the purchase price, notwithstanding any FOB or Incoterms shipping terms mentioned in these Terms, Buyer must pay: (a) all applicable federal, state, provincial, and local sales, use, excise, ad valorem, VAT, and other taxes, and all duties and fees imposed by any governmental authority, including, but not limited to, any interest and penalties thereon, imposed upon the sale, delivery, use, or installation of Products; (b) any shipping, freight, insurance, duties, and other costs and charges (including handling) associated with delivery to Buyer; and (c) all upcharges, including upcharges for custom orders. In the event any such costs are paid by Seller, Buyer, upon receipt of an invoice from Seller, will promptly reimburse Seller for same.

**INSTALLATION NOT INCLUDED:** Installation of Products is the responsibility of Buyer and is not included in pricing. Seller recommends that certified dealers of Seller be engaged for installation of Products and provides notice to Buyer that the Limited Warranty is made expressly conditional on Product installation in accordance with Seller's installation instructions (available upon request).

**CUSTOM ORDERS:** All custom orders are subject to applicable upcharges and a 10% production overrun. Custom orders may not be changed or returned. Buyer assumes full liability for payment on all custom orders, whether in the form of raw materials, work-in-process, or finished goods.

**ORDER CHANGES:** All order change and cancellation requests are subject to Seller approval and Seller reserves the right to use its sole judgment and discretion when and under what circumstances it will approve a change to or cancellation of an order; custom orders may not be canceled by Buyer under any circumstances. In the event Buyer desires to cancel any order after Seller's Order Confirmation has been sent to Buyer, Buyer shall be charged a minimum fee of 25% of the purchase price, which fee shall be due and payable to Seller within 30 days of cancellation. Buyer and Seller agree that the damages which Seller would incur in the event of cancellation are difficult to estimate and that the

cancellation fee is a reasonable estimate of the likely damages in such event.

**PAYMENT:** Payment of the invoiced amount for Products is due within 30 days of the date of Seller's invoice unless Seller approves credit terms for Buyer in advance in writing. Seller will evaluate Buyer's creditworthiness and extend and change credit terms in Seller's sole discretion and Seller reserves the right to require cash payment in advance of production or shipment. Payment must be made in the same currency as invoiced and shall be made without discount. Any payment received from or for the account of Buyer may be accepted or applied by Seller against any indebtedness or obligation owing by Buyer as shown by the books and records of Seller, without prejudice to, or discharge of, the remainder of any such indebtedness or obligation, regardless of any, statement, legend, or notation appearing on, referring to or accompanying such payment. To the extent permitted by applicable law, Seller reserves the right to charge fees for credit card transactions as indicated on the applicable Seller's Order Confirmation.

**LATE FEES:** Time is of the essence with respect to all payments due hereunder. A late fee equal to the lesser of 1.5% per month (18% annually), or the maximum rate permitted by applicable law, may be imposed at Seller's option on all past due amounts until such amounts are paid in full. In the event any payment due Seller is collected at law, through or under advice from an attorney-at-law, or through a collection agency, Buyer agrees to pay all reasonable costs of collection, including, but not limited to, all court costs, reasonable attorneys' fees, and expenses incurred by Seller in attempting to collect past due amounts.

**DELIVERY:** Time shall not be of the essence with respect to delivery of Products and Seller does not guarantee any delivery date; any estimated delivery date is an estimate based on current and anticipated factory loads and shipping timelines. Products are shipped FOB Seller's shipping location. Seller agrees to make arrangements for and on behalf of Buyer, for the carriage and insurance of Products on such carrier, by such means of shipment, and insured by such insurer, as determined by Seller in its discretion. Any arrangements made and expenses incurred by Seller for carriage and insurance of Products will be billed to Buyer, and will be due and payable upon invoice (as described in the "Price" section of these Terms). Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Invoices for partial shipments shall be due and payable in accordance with these Terms. Notwithstanding the foregoing, if shipment is international, Incoterms 2020 Ex Works (EXW) Seller's shipping location applies. **Buyer must provide shipping instructions promptly upon request of Seller; if Buyer fails to provide shipping instructions for allocated Product promptly upon request, Seller may charge, and Buyer must pay, a monthly storage fee of up to 10% of the purchase price of allocated Product (no partial month proration will be applied).** In addition, if Buyer is unable or refuses to accept delivery of any Products, then, in addition to any applicable cancellation fee, Buyer shall pay to Seller all costs incurred by Seller as a result of such inability or refusal to accept delivery, including without limitation reasonable costs of shipping, storage, insurance, and handling.

**TITLE:** Seller and Buyer agree that all right, title, interest in and to Products, and risk of loss or damage passes to Buyer on delivery to the first common carrier.

## TERMS AND CONDITIONS

**INSPECTION:** Buyer must inspect Products immediately upon delivery and report shortages or issues to Seller no later than 10 days after receipt. Failure to inspect and report within 10 days after receipt may, at Seller's sole discretion, result in forfeiture of Buyer's right to further action, and Buyer will be held responsible for the entire invoice amount. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or nonconformities in Products are discoverable by inspection upon delivery of Products to Buyer, all obligations of Seller to Buyer with respect to such defects, shortages, or nonconformities (other than Seller's obligations under the Limited Warranty set forth below) shall be deemed to be waived by Buyer unless Buyer notifies Seller of such defects, shortages, or nonconformities in writing within sixty (60) days after delivery of Products. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by Seller for any amount due to Seller by Buyer) may be brought more than one year after the cause of action has arisen.

**RETURNS:** All returns are subject to Seller approval and must comply with Seller's return policies as communicated by Seller at the time of return. No partial returns will be accepted. No adhesives will be accepted for return. At Seller's discretion, a restocking charge of 45% or more of the purchase price of Products may be charged on returns; credit will only be issued on receipt of material that is NEW and in SALEABLE condition.

**BUYER DEFAULT:** Buyer shall be in default hereunder if: (a) Buyer fails to make any payment when due hereunder, or otherwise defaults, breaches, or repudiates any obligation to Seller, whether contained herein or otherwise; (b) Buyer becomes insolvent or is unable to pay, or is generally not paying, its debts as they mature; (c) Buyer makes a general assignment for the benefit of its creditors; (d) a trustee, receiver, or other custodian is appointed for any Products or all or a substantial portion of Buyer's property; or (e) any bankruptcy, insolvency, reorganization, or arrangement proceeding is instituted by or against Buyer. If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law, shall have the right to: (i) cancel any quote, Purchase Order, and any other transaction with Buyer (Buyer remaining liable for damages); (ii) defer any shipments hereunder; (iii) subject to applicable law and notice requirements, declare immediately due and payable all amounts due and payable to Seller in connection with these Terms, any other transaction, including, (but not limited to), amounts due and payable for Products delivered hereunder; (iv) recover damages arising from Buyer's default, including, but not limited to, costs, and lost profit; (v) recover all costs of collection, including, without limitation, any extrajudicial attorney's fees incurred in the process; (vi) exercise all rights available to an aggrieved seller and/or a secured party under applicable law; and/or (vii) sell all or any portion of undelivered Products, without notice, at public or private sale (Buyer to be responsible for all costs and expenses of such sale and any deficiency). Buyer hereby waives any and all rights to notice and hearing prior to repossession of Products upon Buyer's default. Seller's rights hereunder shall be cumulative and in addition to any and all other rights available to Seller under applicable law.

**LIMITED WARRANTY:** Products are warranted in accordance with Seller's applicable standard product warranty for each product as in effect on the date of Seller's Order Confirmation of Buyer's order. The applicable version of Seller's standard product warranties is available from Seller upon request and the most recent versions are available through either [www.interface.com](http://www.interface.com), [www.nora.com](http://www.nora.com), or [www.flor.com](http://www.flor.com) as applicable. **IT IS SOLELY BUYER'S RESPONSIBILITY TO DETERMINE WHETHER PRODUCTS ARE SUITABLE FOR ANY GIVEN APPLICATION, PURPOSE, OR USE THAT MAY BE INTENDED BY BUYER FOR PRODUCTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SELLER EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF BUYER, OR WARRANTY OF NONINFRINGEMENT, OR EXACT MATCHING OF SHADE, COLOR/COLOUR, OR MOTTLING. SELLER DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED AND ENDORSED IN WRITING BY SELLER. IN NO EVENT SHALL SELLER BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSSES, CLAIMS, OR DAMAGES REGARDING ANY PRODUCTS THAT HAVE NOT BEEN INSTALLED AND MAINTAINED ACCORDING TO SELLER'S INSTALLATION AND MAINTENANCE INSTRUCTIONS, THAT WERE DAMAGED BY A THIRD PARTY, THAT WERE INSTALLED OVER AN IMPROPER SUBSURFACE OR IMPROPERLY PREPARED SUBFLOOR, THAT WERE IMPROPERLY REPAIRED, OR THAT WERE AFFECTED BY ANY OTHER MECHANICAL OR NON-MECHANICAL INFLUENCES.** This

limited warranty shall not apply to any damage to or failure of any Products resulting from a Force Majeure event as described in these Terms or conditions beyond the reasonable control of Seller, including, but not limited to, accidents, misuse, negligence, improper installation, improper storage, modifications, alterations, tampering, vandalism, or failure to properly maintain Products. No agent, employee, or representative of Seller is authorized to make any warranty or guarantee concerning Products. Any alteration, amendment, or waiver of this Limited Warranty must be in writing and signed by an authorized officer of Seller. To make a claim under any warranty, Buyer must make a written claim in accordance with the applicable Seller standard product warranty and Seller must be given the opportunity to inspect and examine Products.

**SECURITY INTEREST:** To secure the performance of Buyer's obligations, Seller reserves a security interest in all Products sold hereunder, together with all proceeds thereof, until payment of all amounts due. Buyer hereby agrees, upon request by Seller, to execute and deliver financing statements, notices, and other documents, and to do such other acts as may be necessary for Seller to perfect and maintain the security interest; and Buyer constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing financing statements, notices, and other documents that may be necessary for Seller to perfect and maintain the security interest.

**LIMITATION OF LIABILITY; BUYER INDEMNITY:** To the extent permitted by applicable law, in no event shall Seller be liable, whether in contract or in tort or under any other legal theory (including negligence and strict liability), for lost profits or revenues, or special, incidental, consequential, punitive, or similar damages, arising out of or in connection with the sale, delivery, non-delivery, servicing, installation, use, maintenance, or possession of Products, or for any claim made against Buyer, even if Seller has been advised of the possibility of such claim. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF PRODUCTS IN RESPECT OF WHICH SUCH CLAIM IS MADE. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees), irrespective of the theory upon which such claims are based, including, but not limited to, negligence and strict liability, that Seller suffers or incurs as a result of any claims, demands, or actions against Seller by third parties arising out of the sale, delivery, non-delivery, installation or servicing of Products, or in connection with the use, condition, installation, possession, operation, ownership, selection, transportation, loading, unloading, maintenance, or return of any of Products, including (but not limited to) claims for injury to property or person (including death); except that Buyer shall have no liability for any such amounts arising out of the sole negligence of Seller.

**FORCE MAJEURE:** Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by fire, flood, earthquake, acts of God, strikes, riots or civil disorders, unavoidable casualty, governmental order or state of war, accidents, epidemic, pandemic, quarantine, interruptions of transportation facilities or delays in transit, supply shortages, failure of any party to perform any contract with Seller relative to the production of Products, failure of computers or equipment to properly process dates, or any other cause, whether similar or dissimilar to the causes enumerated herein, beyond the reasonable control of Seller. Seller shall notify Buyer of the occurrence of any such contingency, and if performance by Seller is delayed, the period for performance shall be extended for a reasonable period of time. A force majeure event shall not affect Buyer's obligation to pay any amount that is due and payable.

**ANTI-CORRUPTION:** Buyer acknowledges that the sale, resale, distribution, export and/or re-export of Products supplied to Buyer may be subject to compliance with economic sanctions, export control, anti-corruption, and other applicable laws and regulations. Buyer agrees with respect to Products supplied to Buyer, to comply with all such applicable laws and regulations, including but not limited to not providing, directly or indirectly, any Products to a party identified on any applicable government sanctions list. With respect to Products provided to Buyer, Buyer will not offer or provide bribes, incentives, or anything of value to any party in violation of applicable anti-corruption law. Buyer agrees to promptly provide Seller with such information as Seller reasonably determines is necessary for compliance with laws specified in this provision. To the extent of Buyer's breach of its obligations pursuant to this paragraph, Buyer shall defend, hold harmless, and indemnify Seller, as well as Seller's affiliates and their respective directors, officers, employees, and agents, at its own expense and in a timely fashion, from and against any and all fines, penalties, facilities, losses, damages, costs, and expenses, including but not limited to amounts paid in settlement and reasonable attorneys' fees.

**MISCELLANEOUS:** These Terms, along with any applicable and accepted written purchase order, invoice, or Seller's Order Confirmation, (i) are the final, entire, and exclusive statement of the terms and conditions between Buyer and Seller with respect to the Products, (ii) supersede all prior discussions and agreements, and (iii) may not be modified except in writing signed by Buyer and Seller. **No sales representative or agent of Seller is authorized to bind Seller to any waiver modification, change, amendment, or termination of these Terms. Seller may terminate this agreement at any time with or without cause for any reason.** No waiver by Seller of any breach or of any term or condition shall be deemed or construed as a waiver of any other or any succeeding breach of the same or any other term or condition. No failure to exercise, and no delay in exercising, any right, power, or remedy of Seller hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or remedy preclude any further exercise thereof or the exercise of any other Seller right, power, or remedy. **No right, title or interest hereunder may be assigned by Buyer, and no obligation of Buyer hereunder may be delegated, or transferred in any manner, without the prior written consent of Seller.**

**GOVERNING LAW AND VENUE:** Without giving effect to any conflict of law rules, these Terms are governed by and construed and enforced in accordance with (i) if Buyer is located in any country other than Canada, the laws of the United States of America and the State of Georgia, including the Georgia Uniform Commercial Code, and (ii) if Buyer is located in Canada, the laws of the Province of Ontario and the Federal laws of Canada. Wherever possible, each term and condition herein is to be interpreted to be effective and valid under applicable law, but if any such term or condition is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such term and condition is to be ineffective only to the extent of such prohibition and invalidity without invalidating the remainder of such term or condition or the remaining terms and conditions of these Terms. Any controversy or claim arising out of or relating to this contract or any actual or alleged breach thereof, which cannot be resolved amicably, shall be litigated solely in (i) state or federal courts located in the State of Georgia, USA, if Buyer is located in any country other than Canada, and (ii) in the provincial or federal courts located in Ontario, Canada, if Buyer is located in Canada. **BUYER AND SELLER AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO ASSERT ANY CLAIMS AS A REPRESENTATIVE OF OR A PARTICIPANT IN ANY CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION.**

**MANDATORY ARBITRATION:** Notwithstanding the foregoing, any controversy or claim between Buyer and Seller, including any claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration. The arbitration shall be conducted in the location selected by Seller under the rules of either the AAA or ICDR Canada as applicable. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**SEVERABILITY CLAUSE:** In the event any provision or part of these Terms is found to be invalid or unenforceable, only that particular provision or part will be inoperative; the remaining provisions of these Terms shall be unaffected and enforceable.