

## **PRONAV TERMS AND CONDITIONS**

Superior Marine Products, LLC, a Michigan limited liability company d/b/a ProNav ("**Company**"), maintains and provides access to its Web site (the "**Site**") and the ability to place orders for certain products or services of Company (the "**Products**"), to its customers and the businesses they represent (collectively, "**User**" or "**you**"). By using the Site or ordering Products through the Site, the User agrees to accept and abide by the terms and conditions set forth in this agreement ("**Terms and Conditions**") and agrees to comply with all applicable laws and regulations. If User does not agree to accept and abide by these Terms and Conditions, do not use the Site or order any Products through the Site. Company may revise or modify these Terms and Conditions at any time from time to time and post such revisions or modifications on the Site. Continued use of the Site or the ordering of any Products through the Site after any such revision or modification constitutes User's acceptance of the Terms and Conditions as so revised or modified.

1. **LAWS, REGULATIONS.** User access to the Site and the User's ordering and use of any Products is subject to any and all applicable federal, state and local laws and regulations.
2. **APPLICABILITY.** These Terms and Conditions are the only terms which govern the sale of the Products by Company to the User submitting an order to Company through the Site or through an Authorized Seller listed on [www.pronavmarine.com](http://www.pronavmarine.com) (the "**Order**"), in which Order these Terms and Conditions are incorporated. The Order and these Terms and Conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral from the Company or Authorized Sellers. These Terms and Conditions prevail over any of the User's general terms and conditions of purchase. Any conflicting terms presented by the User in any context are non-binding and are expressly rejected by Company. No Order shall be effective unless the Order and these Terms and Conditions are accepted in their entirety by the User. Fulfillment of the Order does not constitute acceptance of any other terms and conditions and does not serve to modify or amend these Terms and Conditions.
3. **DELIVERY OF PRODUCTS.** Upon receipt by Company of a complete and validly effective Order, the Products will be delivered within a reasonable time subject to availability of finished Products. Company shall not be liable for any delays, loss or damage in transit.
4. **TERMS OF DELIVERY AND SHIPMENT.** Company shall deliver the Products to a carrier of Company's choice at Company's location (the "**Delivery Point**") in accordance with Company's standard methods for packaging and shipping. The User shall be deemed to have taken delivery of the Products upon delivery of the Products to the Delivery Point. Company shall make delivery of the Products "FOB" Delivery Point. Company may, in its sole discretion, without liability or penalty, make partial shipments of the Products to the User. Each shipment will constitute a separate sale, and the User

shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of the Order.

5. **NON-DELIVERY.** The quantity of any installment of Products as recorded by Company on dispatch from Company's place of business is conclusive evidence of the quantity received by the User on delivery unless the User can provide conclusive evidence proving the contrary. Company shall not be liable for any non-delivery of Products (even if caused by Company's negligence) unless the User gives written notice to Company of the non-delivery within 20 days of the date of dispatch from Company's place of business. Any liability of Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or refunding the User such amounts actually paid to reflect the actual quantity of Products delivered. The User acknowledges and agrees that the remedies set forth in this Section 5 are the User's exclusive remedies for the delivery of non-delivered Products.
6. **QUANTITY.** If Company delivers to the User a quantity of Products of more or less than the quantity set forth in the Order, the User shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall. The User shall, at its option, pay Company for any surplus Products at the price set forth in the Order adjusted pro rata or return the surplus Products to Company pursuant to Company's direction.
7. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to the User upon delivery of the Products, including any partial deliveries and supplementary fulfillments, at the Delivery Point.
8. **INSPECTION AND REJECTION.** The User shall inspect the Products within 3 days of receipt ("*Inspection Period*"). The User will be deemed to have accepted the Products unless it notifies Company in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Company. "*Nonconforming Products*" means only the following: (a) the Product shipped is different than identified in the Order; or (b) the Product does not comply with the limited warranty given for such Product pursuant to Section 11. If the User timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by the User in connection therewith. The User shall ship, at its expense and risk of loss, the Nonconforming Products as may be directed by Company. If Company exercises its option to replace Nonconforming Products, Company shall, after receiving the User's shipment of Nonconforming Products, deliver to the User, at the User's expense and risk of loss, the replaced Products at the Delivery Point. The User acknowledges and agrees that the remedies set forth in this Section 8 are the User's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 8(a) or (b), all sales of Products to the User are made on a one-way basis and the User has no right to return Products purchased through the Site to Company.

9. **PRICE.** The User shall purchase the Products from Company at the prices (the "*Prices*") set forth in the Order, as established by Company's published price list in force as of the date that the Company accepts the Order, such price list being subject to revision or amendment by Company from time to time for any or no reason in its sole discretion. All Prices are exclusive of all shipping, packaging and other incidental costs, and 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 User. User shall be responsible for all such charges, costs and taxes.
10. **PAYMENT TERMS.** The payment terms for User's purchase of Products from Company shall be as set forth during the billing processes in place in connection with the placement of Orders through the Site and as otherwise set forth in these Terms and Conditions. User shall make all payments hereunder in US dollars.
11. **LIMITED WARRANTY.** Company warrants to User that for a period of 2 years from the date of shipment of the Products ("*Warranty Period*") that such Products be free from material defects in material and workmanship.

- (a) **THE SITE AND THE COMPANY MATERIALS ARE PROVIDED ON AN "AS IS" BASIS AND AS SUCH, THE SITE AND THE COMPANY MATERIALS MAY CONTAIN INACCURAVIES AND TYPOGRACICAL ERRORS. COMPANY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMPANY MATERIALS OR ANY OPINION, ADVICE OR STATEMENT DISPLAYED ON THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. COMPANY DOES NOT WARRANT THE CONTINUED ACCESS OR QUALITY OF ACCESS TO THE SITE, SUCH BEING SUBJECT TO PLANNED AND UNPLANNED DISRUPTIONS, INTERRUPTIONS AND OUTAGES, BOTH AS DETERMINED BY COMPANY OR AS MAY BE OUTSIDE OF COMPANY'S CONTROL. COMPANY DOES NOT WARRANT THAT THE SITE, ITS PRODUCTS OR E-MAIL OR OTHER COMMUNICATIONS SENT FROM COMPANY (OR THIRD PARTIES ON BEHALF OF COMPANY) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 11, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SITE OR THE PRODUCTS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND THE PRODUCTS IS AT YOUR SOLE RISK.**

- (b) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Product. Third Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, **COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- (c) The Company shall not be liable for a breach of the warranties set forth in Section 11 unless: (i) User gives written notice of the defective Product, reasonably described and accompanied by the invoice number, to Company promptly when User discovers or ought to have discovered the defect, or in the case of patent defects, within one (1) year after delivery of the Product; (ii) Company is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11 to examine such Product and User (if requested to do so by Company) returns such Product to Company's place of business at Company's cost for the examination to take place there; and (iii) Company reasonably verifies User's claim that the Product is defective.
- (d) Company shall not be liable for a breach of the warranty set forth in Section 11 if: (i) User makes any further use of such Product after giving such notice; (ii) the defect arises because User failed to follow Company's instructions as to the storage, installation, commissioning, use or maintenance of the Product; (iii) User uses the Product in a way or for a purpose that is not recommended by Company and outside of the scope of use that the Product was designed for; (iv) User alters or repairs such Product without the prior written consent of Company; (v) the defect or damage arose or occurred after title and risk of loss passed to User or User's acceptance of the Product.
- (e) Subject to Section 11(c) and Section 11(d) above, with respect to any such Product during the Warranty Period, Company shall, in its sole discretion, either: (i) repair or replace such Product (or the defective part) free of charge or (ii) credit or refund the purchase price of such Product, provided that, if Company so requests, User shall, at Company's expense, return such Product to Company freight pre-paid. In the event that Company is unable to repair or replace such Product (or defective part) within a reasonable time period, then User may demand a credit or refund of the price of such Product at the purchase price. In the event of any repair or replacement of Product by Company, all replaced Products or components of the same shall be thereafter owned free and clear by Company.

- (f) **THE REMEDIES SET FORTH IN SECTION 11(e) SHALL BE THE USER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11.**
12. **LIMITATIONS OF DAMAGES.** IN NO EVENT SHALL COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AND/OR AGENTS OR REPRESENTATIVES HAVE ANY LIABILITY HEREUNDER TO ANY USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF INFORMATION, LITIGATION, OR THE LIKE) THAT ARE RELATED TO THE USE OF THE COMPANY MATERIALS, THE SITE OR THE PRODUCT AND THAT ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION ON DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND USER REGARDING USE OF THE SITE AND THE PRODUCT. THE SITE, THE PRODUCT AND THE COMPANY MATERIALS WOULD NOT BE PROVIDED TO USER WITHOUT SUCH LIMITATION ON DAMAGES.
13. **NO OR LIMITED RESALE.** User is not authorized to and shall not resell any Product purchased from Company through the Site unless otherwise expressly authorized in writing by Company, in which event such resale shall be strictly limited to the terms of such authorization and these Terms and Conditions. In any event, such resale shall be authorized only if in compliance with Company's policies regarding such activities, including, without limitation, Company's Minimum Advertised Price Policy as may be in effect from time to time. The Warranty of Section 11 is only enforceable for authorized sale through the Company directly, or through an authorized retailer listed on [www.pronavmarine.com](http://www.pronavmarine.com).
14. **COMPLIANCE.** User shall comply with all applicable laws, regulations and ordinances. User shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to own and operate the Product. User shall comply with all export and import laws of all countries involved in the sale of the Product under these Terms and Conditions or any resale of the Product by User. User assumes all responsibility for shipments of Products requiring any government import clearance. Usage of the Site or Product outside of authorized jurisdiction shall be at the sole risk of the User.
15. **INTELLECTUAL PROPERTY.**
- (a) *Reverse Engineering.* User will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the Product, including the binary code portions of the Product, the Site and Company Materials (collectively, "**Reverse**

*Engineering*") or permit or induce the foregoing. If, however, directly applicable law prohibits enforcement of the foregoing, User may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Product, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Licensee has first requested such information from Company and Company failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by User under this Section is confidential information of Company subject to the obligations of Section 16, may only be used by User for the purpose described in this Section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Product.

- (b) *Third Party Claims.* If a third party enforces claims against User for infringement of intellectual property rights (patents, copyrights, trademarks, registered designs etc.) and if the usage of a delivered or to-be-delivered Product is thereby compromised or prohibited, Company may, within a reasonable deadline, at its choice and at its own cost, modify or replace the delivered or to-be-delivered Product so that it no longer infringes upon third-party intellectual property rights, yet still possess contractually agreed upon qualities. Company is nevertheless entitled as an alternative to the foregoing to retain the Product or require delivery of the Product by User to Company at Company's cost, and to reimburse the User's paid purchase price subject to appropriate deductions for usage for the time period in which the Product was in User's possession. Company shall retain or be granted all rights with respect to the control of the defense of any such claims and may assume all such defense in its discretion. In the event of such assumption of defense, Company shall assume all costs and expenses that necessarily relate to the same. User shall in no event agree to any settlement or other concessions with respect to such claim without Company's prior written consent.
- (c) *User Infringement.* Company shall have no liability for any User infringement of intellectual property rights (i) if User fails to promptly and in writing provide notice to Company of the third party enforcement of claims of alleged infringement of intellectual property rights, (ii) if the Product subject to such claim is not used in the form authorized by Company, and (iii) if the Product subject to such claim is used in conjunction with other products not originating from Company or not authorized in writing by Company, or connected, mixed or otherwise processed with the same.
- (d) *Copyright.* All content included on the Site or provided through the Products or Company Materials, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Company or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Site or provided through the Product or Company Materials is the exclusive property of Company and protected by United States and international copyright laws. All software used on

the Site or otherwise underlying the provision of the Services is the property of Company or its software suppliers and protected by United States and international copyright laws.

16. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Company, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to User, 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 these Terms and Conditions is confidential, and may not be disclosed or copied unless authorized in advance by Company in writing. Company shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to User at the time of disclosure, as demonstrated by User's records; or (c) rightfully obtained by User on a non-confidential basis from a third party without any violation by such third party of confidentiality requirements.
17. **OWNERSHIP/LIMITED LICENSE.** Company owns all information, content, materials, and other items on the Site or provided through the Product (collectively, the "*Company Materials*"). Subject to these Terms and Conditions, Company grants User a limited, non-exclusive, non-transferable, revocable right to view, print and use the Site and the Company Materials provided therein and in connection with the Product. Company authorizes User to view and use the Site and use the Product solely for User's own purposes. This limited authorization is not a transfer of title in or to the Company Materials and User further agrees to the following restrictions: (i) User must retain all copyright, trademark and other proprietary notices contained in the Company Materials; (ii) User may not modify the Company Materials in any way or reproduce or publicly display them; and (iii) User must not transfer the Company Materials to any other person or third party. User agrees to comply with all applicable copyright, trademark, and other intellectual property laws in connection with the Product. Except for the limited license provided herein, User does not acquire any ownership interest, express or implied, under any patents, trademarks, copyrights or trade secret information viewed through the Site or in connection with the Product. Users of the Site and the Product are prohibited from modifying, copying, distributing, displaying, creating derivative works or using any of the Company Materials for public purposes.
18. **REGISTRATION/PERSONAL INFORMATION.** User may have the opportunity to provide certain personal information to access certain portions of the Site, including when registering for an account and using or purchasing the Product. The collection or use of such personal information shall be governed in accordance with Company's Privacy Policy.
19. **PAYMENT.** In order to facilitate the placing of orders of Products, User may be required to provide Company's billing service provider with billing information, including valid credit card or other payment information. User will have all responsibility for maintaining and keeping this billing information current. Company will have no access to any of the credit card or other payment information provided by

User to Company's billing service provider and will have no liability whatsoever for any claims related to billing unless such claims are due to Company's own error. User authorizes Company's billing service provider to make and collect all such charges and authorizes User's credit card issuer or other payment source to pay all such charges as may be applicable to the use of the Services, including the ordering of products. The prices for ordered products do not include any amounts for taxes. User will pay all applicable taxes levied by any tax authority based on such orders and charges.

Company may immediately suspend or terminate the provision of Product to User, including the processing of any order placed for products, in Company's discretion, including without limitation if Company or Company's billing service provider is unable to process any credit card or other payment.

Notwithstanding anything to the contrary above, Company may offer any of the Products for different, or no, fees on such terms and conditions as Company in its sole discretion may determine, including, without limitation, pursuant to promotional or similar programs.

20. **COMPANY'S PRIVACY POLICY.** Registration data and certain other information about User is subject to Company's Privacy Policy.
21. **LINKS.** Company (or third parties on behalf of Company) may provide hyperlinks on the Site or through the Product, including through the delivery of emails or linking to other Web sites. If User links to these sites, User will leave the Site and User does so at User's own risk. Company makes no warranty or representation regarding any linked Web sites or the information appearing on such linked sites. The links do not imply that Company sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in the linked sites. Company prohibits caching, unauthorized hypertext links to the Site, or the framing of any Company Materials available on the Site. As such, Company reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Company Materials available on any other Web site linked to the Site. Users should be aware that linked sites may contain rules and regulations, privacy policies, confidentiality policies, and other provisions that differ from the provisions of the Site. Company is not responsible for such policies and expressly disclaims any and all liability related to such policies.
22. **AUTHORIZATION TO CONTACT.** You agree to receive any type of communications from Company (or a third party on Company's behalf) as authorized and described in Company's Privacy Policy. You agree Company may contact you for the purposes:
  - (a) To contact you for reasons relating to your account or your use of the Product or as authorized by applicable law.



- (b) To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, then you can opt-out by contacting us or making such known via the communications preference section of your Company account.

Company may share your contact information with its service providers for purposes of providing you the Services, including fulfillment or placed product orders.

- 23. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Company, its members, managers, officers, employees, agents, and/or representatives from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs resulting from: (a) any violation of these Terms and Conditions; (b) any activity related to your account information (including, but not limited to, negligent or wrongful conduct by you or any other person accessing the Site using your account information, computer or other device); and/or (c) any User content or information you submit or transmit through the Site or the Product in violation of these Terms and Conditions.
- 24. **SERVICE INTERRUPTION.** You acknowledge that the Site and the Product as made available by Company are subject to disruption, interruption and outages for a variety of reasons, including, without limitation, scheduled or unscheduled maintenance, repairs or upgrades, failure of telecommunication and network infrastructure, and that Company has no liability to you or anyone else on account of any claim, damage, loss, expense or similar obligation or cost related to such disruption, interruption or outage, all such liability being specifically disclaimed by Company.
- 25. **ACCESS TO PROTECTED/SECURE AREAS.** Access to and use of password protected and/or secure areas of the Site are restricted to authorized Users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- 26. **VIOLATIONS OF TERMS AND CONDITIONS.** Company reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions.
- 27. **GOVERNING LAW.** These Terms and Conditions and the provision of any products or services under these Terms and Conditions shall be governed exclusively by the laws of the State of Michigan, without regard to conflicts of laws rules.
- 28. **DISPUTES.** Any dispute relating in any way to your visit to the Site or to the Product you purchase or obtain through the Company shall be submitted to confidential arbitration in Houghton, Michigan, except that, to the extent you have in any manner violated or threatened to violate Company's intellectual property rights, Company may seek injunctive or other appropriate relief in any state or federal court in the state of Michigan, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the

American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to these Terms and Conditions, whether through class arbitration proceedings or otherwise.

29. **SECURITIES LAWS.** The Site may include statements concerning Company's operations, prospects, financial condition and demand for its products and/or services, as well as plans and objectives that are forward looking. These statements are assumptions that are subject to many factors, many of which are beyond Company's control. The Site and the information contained herein do not constitute an offer or a solicitation for the sale of securities. None of the information contained in the Site is intended to be, and shall not be deemed to be, incorporated into any securities-related filings or documents.
30. **INFORMATION/PRESS RELEASES.** The Site may contain information and press releases concerning Company. While this information was believed to be accurate to the best of Company's knowledge when put on the Site, Company expressly disclaims any duty or obligation to update such information or keep such information current.
31. **WAIVER.** No waiver by Company of any of the provisions of these Terms and Conditions is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
32. **FORCE MAJEURE.** The Company shall not be liable or responsible to User, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
33. **ASSIGNMENT.** User shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions, including, without limitation, with respect to the any warranty hereunder, without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves User of any of its obligations under these Terms and Conditions.
34. **GENERAL.** User agrees to review these Terms and Conditions prior to reviewing any information from the Site or provided through the Product. Any cause of action User

may have with regard to the use of the Site or the Product must be instituted within one (1) year after the claim or cause of action arises or will be deemed forever waived and barred. If any court of competent jurisdiction finds any provision of these Terms and Conditions to be unenforceable, such provision shall be enforced to the maximum extent permissible, and the remainder of these Terms and Conditions shall be separately enforced. These Terms and Conditions may be amended or modified by Company at its sole discretion. The Site and the Product are intended only for Users over the age of 18, or the age of majority in the User's location, whichever is later.

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