

ITAMAR MEDICAL GENERAL TERMS AND CONDITIONS

The following general terms and conditions (the “**General Ts&Cs**”), together (if applicable) with the specific terms and conditions detailed in a product or services agreement, sales quote or purchase order (collectively the “**Terms**”), shall apply to the sale of products and services by Itamar Medical Inc. (the “**Company**”) to the purchaser (including its affiliates) (the “**Customer**”).

1. **Order of Precedence; Entire Agreement.** Customer hereby acknowledges and confirms that no terms or conditions contained in any order form and/or purchase order submitted by Customer that varies from, or conflicts with, the General Ts&Cs (as amended from time to time) shall become part of the Terms unless it is expressly accepted in writing and signed by Company’s authorized representative. The Terms are a complete and exclusive statement of the understandings between the parties regarding the subject matter hereof, and supersede and replace all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, written or oral.
2. **Products and Services**
 - 2.1. In these Terms, “**Products**” shall include any and all products purchased from Company by Customer and/or placed by Company with Customer (as applicable).
 - 2.2. In these Terms, “**Services**” shall include, without limitation: (a) those services set forth in Company’s services agreement, including Cost per Test, WatchPAT ONE Auto Ship, Consumable Auto Ship, WatchPAT Direct Programs, Integration and/or Interpretation Services Agreements; (b) subscription to the Licensed Software (as detailed below herein); (c) provision of customer support; and (d) processing of Protected Health Information (“**PHI**”) in a manner permitted by the terms of Company’s business associate agreement (“**BAA**”) or Personally Identifiable Information (“**PII**”) in a manner permitted by the terms of Company’s data processing agreement (“**DPA**”), provided that PHI or PII are being processed by Company on behalf of Customer. Company reserves its right to modify, enhance, reduce, or discontinue portions of the Services from time to time, at its discretion.
 - 2.3. It is hereby agreed that any terms of any other commercial agreement between the parties that by their nature apply to reusable Products, such as, without limitation, pricing, repair, maintenance, servicing, replacement, or return terms, shall not apply to the purchase of disposable Products and are hereby expressly disclaimed.
3. **Delivery and Acceptance.** Company shall deliver purchased Products to Customer within fourteen (14) business days of Company’s written acceptance of a Customer’s order. Company may deliver such purchased Products earlier than any agreed delivery date and make deliveries in installments. Customer shall bear all shipping, handling, and receiving costs associated with the purchased Products.
4. **Risk of Loss and Title.** Delivery shall be Ex-Works Company’s facilities (Incoterms 2020). Risk of loss to Products and the transfer of title to purchased Products shall pass from Company to Customer upon the Products being made available at Company’s facilities.
5. **Prices and Payment Terms.** The prices of the Products and Services as well as the terms of payment thereof shall be as detailed in an executed agreement, sales quote and/or purchase order between the parties. Unless otherwise set forth in the foregoing, Customer shall pay for the Products and Services within thirty (30) days of invoice date. All payments shall be made in USD and all sales are final. In the event Company institutes legal action against Customer to collect delinquent accounts, Customer agrees to reimburse Company for reasonable legal fees and costs of any legal action taken by Company. In addition, all late payments shall bear interest at a rate of ten percent (10%) per annum, compounded monthly, or, if such rate is not permitted under applicable law, at the maximum rate permitted by applicable law. All payments shall be made without set offs or deductions.
6. **Taxes and Additional Costs.** Prices are exclusive of any applicable goods and services tax, harmonized sales tax, sales, use, value added, or other similar taxes, fees, levies, duties, and other governmental charges. Each party shall bear its own tax liabilities in connection with these Terms and to the extent a jurisdiction provides a tax exemption to a Customer or on a product-specific basis, Customer and Company will only be responsible for the taxes associated with such upon Company’s receipt of the tax-exempt certificate. If any payment made by Company or Customer as a consequence of a breach, modification or termination of these Terms is deemed by any applicable law to include a value-added or multi-staged tax, the amount of such payment shall be increased accordingly and borne by the breaching party.
7. **Customer Default.** If Customer is in default on any provision of these Terms, Customer’s payment obligations to Company shall immediately become due and payable, and Company may, without notice, decline to make further shipments or deliveries or terminate Customer’s order(s), without affecting any other right or remedy Company may have, including, but not limited to, any right to cancellation charges. For purposes of these Terms, a “**default**” shall occur if Customer is more than thirty (30) days delinquent in any payment to Company, becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statutes, has a receiver appointed or makes an assignment for the benefit of creditors, or is otherwise unable to meet its financial obligations as they become due. Continued shipment by Company following Customer’s default, which shall be at Company’s sole and exclusive discretion, shall not constitute a waiver of any of its rights nor shall it affect Customer’s legal obligations hereunder.
8. **Customer Representations and Warranties**
 - 8.1. Customer shall use the Products solely in accordance with these Terms and the operation manual available on <https://www.itamar-medical.com/support/manuals/>, which may be modified from time to time (the “**Operation Manual**”). Customer shall also ensure, that the individuals who use the Products (“**End Users**”) are provided with instructions, based on the Operation Manual, for proper use of the Products.
 - 8.2. Customer shall use the Products only in the normal course of sleep testing and shall not: (a) sell, resell, offer to sell, distribute, respond to governmental or private solicitations or bid requests, lend, assign, convert, or otherwise transfer them to any third party, except as expressly permitted herein; or (b) use the Products, or any portion thereof, including any associated equipment, accessories, consumables or probes, with any device, product, or software that is not expressly authorized by Company or covered under these Terms (“**Prohibited Activities**”).
 - 8.3. Customer acknowledges and warrants that it has full and sole responsibility for the proper safeguarding and preservation of the Products. Customer shall promptly

notify Company of any misuse, malfunction, or problems related to the Products and shall cease the use and shall instruct the End Users to cease the use of such Products until they are repaired or replaced.

- 8.4. The Products and Services were either evaluated by or demonstrated to and selected by Customer, and Customer is satisfied that the Products are suitable for its purposes.
 - 8.5. Customer has not relied upon Company's skill or judgment in the selection of the Products and Services as suitable for any particular purpose.
 - 8.6. Customer is solely liable, and under no circumstances will Company be responsible, for all medical oversight, training to its personnel and patients in accordance with the Operation Manual and user guide, and supervision for all Customer activities associated with the Products and Services. Customer acknowledges and agrees that Company does not provide and is not responsible for any patient diagnosis or care, medical advice, licensed or professional services or otherwise practice medicine, and nothing pursuant to these Terms will be construed as such.
 - 8.7. Customer represents and warrants that (a) it has full right and authority to enter into these Terms and to perform its obligations hereunder; (b) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, including all states where it provides medical services to End Users; (c) it shall comply with applicable laws and regulations, accreditation and professional standards, billing and conflict of interest policies, and requirements of third-party payors applicable to the Products and Services, and the standard of care of the medical community in which the End Users reside; (d) it shall maintain all licenses, permits, registrations, and accreditations as required to perform its obligations hereunder, including, without limitation, any applicable requirements to maintain distribution records, complaint handling records, and recall procedures; (e) it shall obtain or ensure that an order, prescription or other applicable written direction from a physician who is licensed in the state where an End User resides is obtained prior to using the Products and Services for that End User; and (f) neither it nor any of its employees, contractors, and agents are, or have been, debarred or suspended under the US Federal Food, Drug, and Cosmetic Act or any comparable laws and regulations of any other applicable jurisdiction or suspended or excluded from, or otherwise ineligible to participate in, any federal or state healthcare program or non-procurement program.
9. **Resale Restrictions**
- 9.1. Customer is expressly prohibited from reselling or offering to resell any of the Products and/or Services to any third party, including but not limited to a commercial or governmental customer, as part of any commercial transaction or governmental solicitation, tender, bid, or procurement request.
 - 9.2. Customer may only market home sleep apnea test interpretation services using the Products provided that Customer's marketing materials clearly state that: (a) the services are provided by Customer and not by Company; and (b) Customer is marketing its own services in connection with home sleep apnea tests and not Company's Products and Services.
 - 9.3. To the extent Customer uses subcontractors or third party platforms (including online marketplaces or digital

platforms) in connection with the marketing or provision of its services using the Products, Customer shall comply with any requirements of such subcontractors and/or third parties and shall ensure that such subcontractors and/or third parties comply with the provisions of these Terms. The subcontracting of any of Customer's obligations under these Terms shall not relieve Customer from any obligation or liability hereunder, and Customer shall remain fully responsible for all acts and omissions of such subcontractors and third parties as if performed by Customer.

10. **Marketing and Trademarks**

- 10.1. "Trademark" shall refer to the trademarks WatchPAT, WatchPAT ONE, CloudPAT, zzzPAT and any other of Company's or its affiliates' trademarks.
 - 10.2. Customer shall not use Company's and/or its affiliates' names, logos, Trademarks, trade names, trade dresses, designs, images, look and feel, or other proprietary rights (together "Proprietary Rights") in any of its advertising, promotional communications, publications, or other work without the prior written permission of Company. Any such use shall be solely for the purpose of identifying Company and/or its affiliates as the source of the referenced Product(s) and shall not imply any other relationship between Company and Customer. Customer must not remove, obfuscate, deface, cover or alter any Trademarks or other Proprietary Rights nor add them to any materials provided by Company nor to any Product or its packaging. Neither Customer nor its agents shall register or use any trademark that may cause confusion with the Proprietary Rights.
11. **Product and Service Warranties**
- 11.1. Company hereby warrants to Customer that each Product delivered hereunder shall be free of defects in material and workmanship under normal use and service for a period of twelve months from the date of delivery (the "Warranty Period").
 - 11.2. If, during the Warranty Period, a Product or any component of a Product becomes defective by reason of material or workmanship, and provided Customer immediately notifies Company in writing of such defect, Company may, at its option, supply a replacement, or request the return of the Products or a component of the Products to Company's premises for repair in accordance with Company's warranty and repair procedures.
 - 11.3. This product warranty shall not apply to any Products or component parts, that Company determines: (a) have been damaged by improper operation, tampering with, improper maintenance, misuse, accident, or neglect, or were subject to any of the Prohibited Activities; (b) have been used in a manner not in accordance with applicable laws or the instructions provided by Company, including without limitation, in accordance with the Operation Manual; (c) have had changes or repairs made not by Company or without written authorization of Company to do so; (d) were incorporated into another product without the prior written approval of Company; or (e) were stored in conditions or for a period of time contrary to the guidelines of Company.
 - 11.4. Company further warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner, and shall devote adequate resources to meet its obligations under these Terms.

12. **DISCLAIMER OF WARRANTIES.** THE PRODUCTS, AND SERVICES ARE PROVIDED “AS-IS”. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, COMPANY MAKES NO WARRANTIES OF ANY KIND HEREUNDER, WHETHER EXPRESS, IMPLIED, OR ARISING FROM TRADE USAGE, CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, TRADE USAGE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATION, AVAILABILITY, UPTIME, CONTINUOUS OR UNINTERRUPTED OPERATION, LACK OF NEGLIGENCE AND CORRESPONDENCE TO DESCRIPTION, AND TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET CUSTOMER’S REQUIREMENTS. WARRANTIES ARE EXTENDED SOLELY TO CUSTOMER.
13. **Confidentiality and Technology**
- 13.1. The parties acknowledge that in the course of performing their duties under these Terms, each party may obtain access to Confidential Information (as defined below) of the other and/or its affiliates. Neither party may disclose or use the Confidential Information of the other and/or of its affiliates during the term of a commercial agreement, or at any time thereafter except as contemplated by these Terms, as expressly permitted by the written consent of the other, or as required by law. Upon termination of the commercial agreement between the parties for any reason, each shall return to the other party all Confidential Information of the other. For purposes of these Terms, “**Confidential Information**” means all documents, materials, or other information which contain or include proprietary information, and which are valuable to the parties and/or their affiliates, including but not limited to the terms of a commercial agreement between the parties. Notwithstanding the foregoing, Confidential Information shall not mean: (a) any information lawfully in the possession of the receiving party before disclosure thereof to such party by the party to whom the Confidential Information relates; (b) any information received by a party from a third party unless the receiving party has reason to believe that the third party is obligated to maintain the confidentiality of such information; (c) any information available to the public other than by reason of a breach of these Terms; or (d) PHI or PII. To the extent Confidential Information is required to be disclosed by applicable law or legal process, the receiving party shall promptly notify the disclosing party in order to allow the disclosing party the opportunity to contest such disclosure and the receiving party shall further cooperate with the disclosing party’s efforts, at the expense of disclosing party, to oppose or narrow such disclosure or obtain a protective order for such Confidential Information.
- 13.2. It is expressly understood and agreed by Customer that the Products and Services provided by Company as well as any output, parameters and properties (including but not limited to devices’ identifiers, sleep test statuses and codes, metadata, usage data, technical device data, information, consumer behavior data, purchasing volumes, statistical and/or analytic data or other related content generated by or arising from the use of the Products and/or Services), customizations, derivatives, modifications, improvements of the Products and Services are and/or incorporate the confidential information, know-how, knowledge, ideas, inventions, works, designs, works of authorship, technology, and intellectual property of Company and its affiliates, whether or not copyrighted, patented, or registered, (all of which are hereafter referred for the purposes of this Section to as the “**Technology**”), and shall always remain, the exclusive property of Company and/or its affiliates. Customer shall have a continuing obligation to maintain the confidentiality of the Technology until such time that it becomes publicly known through no fault of Customer. Customer agrees not to use in any way or form, any part of the Technology for any purpose other than its intended use. Without derogating from the generality of the foregoing, Customer is expressly prohibited from using the Technology to develop, validate, support, train, improve, test, certify or otherwise enable any products, software, or services that are competitive with, or could reasonably be considered an alternative to the Technology. Customer shall not replicate, reproduce, alter, modify, disassemble, decompile, reverse engineer, create derivative works from misuse, incorporate into another product, enhance, change, copy or attempt to copy, transfer or disclose to third parties or perform any similar type of operation on the Technology or any part thereof, in any fashion or for any purpose, or otherwise, either directly or indirectly, infringe, violate, or misappropriate Company’s and/or its affiliates’ rights with regard to the Technology. By taking delivery of or using the Technology, Customer shall not become entitled to any proprietary or non-proprietary rights in or to the Technology.
- 13.3. **Assignment.** Customer agrees that any product, service, software, data, analysis, model, documentation, invention, work of authorship, or other material created, developed, derived as a result of a breach of this Section 13 by Customer or any of its affiliates, employees, contractors, or agents, shall automatically and exclusively vest in Company and/or its affiliates upon creation. Customer hereby irrevocably assigns and transfers to Company and/or its affiliates all rights, title, and interest in and to any such materials, including all related intellectual property rights, and shall execute and deliver any documents and take all actions reasonably requested by Company to evidence or perfect such ownership.
- 13.4. **Equitable Relief.** Each party acknowledges that any breach or threatened breach of its obligations under this Section 13 may cause immediate and irreparable harm to the other party and/or its affiliates for which monetary damages would be inadequate. Accordingly, in addition to any other remedies available at law or in equity, each party shall be entitled to seek and obtain injunctive relief, specific performance, or other equitable remedies, without the necessity of posting bond or proving actual damages. Any assertion or claim by a party to the contrary shall be subject to a burden of proof.
14. **Licensed Software.** If Customer opts to access and use software associated with the Products and Services, including but not limited to Company’s and/or its affiliates’ management platforms CloudPAT and/or zzzPAT and/or any other software and accompanying materials provided to Customer by

Company (collectively, the “**Licensed Software**”), Customer is hereby granted a non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free license to the applicable Licensed Software, subject to the provisions set forth herein, including without limitation as set forth in the License Agreement available at <https://www.itamar-medical.com/wp-content/uploads/2025/02/License-Agreement.pdf>.

15. **Sleep Test Results; Data Protection**

- 15.1. Sleep test results contained in an individual End User’s sleep test report shall be owned by Customer. Unless otherwise agreed by the parties in a BAA or DPA, Company shall have all ownership rights and title to de-identified sleep test results.
- 15.2. Company has no contractual relationship with the End Users. Customer shall be responsible to obtain all required consents from, and provide all required notices to all End Users to allow for the processing of their PHI or PII for the purposes contemplated by these Terms.
- 15.3. In order to be compliant with any and all applicable data protection laws including any state privacy laws or the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and their implementing rules and regulations codified at 45 C.F.R. Parts 160 and 164, and any amendment thereto, and any regulation promulgated thereunder, the parties shall enter into a BAA or DPA (as applicable), which is hereby incorporated by reference.
- 15.4. In the event Customer uses zzzPAT or a third party management platform, in lieu of Company’s CloudPAT, in connection with performance of the Services pursuant to these Terms, Customer acknowledges that Company shall not have access to, receive or otherwise process any PHI or PII of Customer.

16. **LIMITATION OF LIABILITY**

- 16.1. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES AND COMPANY’S AND/OR ITS AFFILIATES’ OR REPRESENTATIVES’ TOTAL LIABILITY OF ANY KIND UNDER OR ARISING OUT OF THESE TERMS (WHETHER BASED IN TRADE USAGE, CONTRACT, TORT, OR OTHERWISE) IN RELATION TO THE PRODUCTS OR SERVICES, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCTS OR SERVICES.
- 16.2. OTHER THAN AS SET FORTH IN SECTION 16.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES BE LIABLE TO CUSTOMER IN THE AGGREGATE FOR DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER UNDER THE COMMERCIAL AGREEMENT EXECUTED BETWEEN THE PARTIES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM(S) OR PURCHASE ORDER (AS APPLICABLE). THE FOREGOING LIMITATION ARISING OUT OF THESE TERMS SHALL BE APPLICABLE REGARDLESS OF WHETHER THE ACTION GIVING RISE TO SUCH DAMAGES IS IN TORT, CONTRACT, STRICT PRODUCTS LIABILITY, CIVIL LIABILITY, OR OTHERWISE.

16.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND/OR ITS AFFILIATES AND/OR ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY PUNITIVE, DIRECT (OTHER THAN THE REPAIR OR REPLACEMENT OF THE PRODUCTS OR SERVICES PURSUANT TO SECTION 16.1 OR THE DAMAGES OR LOSS LIMITED IN SECTION 16.2), INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, REPUTATIONAL HARM, OR LOSS OF DATA), WHETHER BASED IN TRADE USAGE, CONTRACT, TORT OR OTHERWISE, EVEN IF COMPANY AND/OR ITS AFFILIATES AND/OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

17. **Force Majeure**. Except for Customer’s payment obligations, no default shall be caused by, and the parties shall not be responsible to one another for any loss, damages, or penalty resulting from any delay or failure to perform the obligations of a party hereunder that are due to any cause beyond a party’s control. Both parties shall not be liable to one another for any delay(s) or failure(s) to perform their obligations hereunder due to strikes, political unrest, financial distress, war, civil disorder (unrest and disturbance), threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, acts of terrorism, natural disasters, Pandemic, epidemic and analogue events, acts of God, the scarcity of the basic elements necessary to manufacture the Products or because of any governmental restriction whatsoever upon the possession or distribution of such basic elements.
18. **Obsolescence; Product Recall**
 - 18.1. Company reserves the right to discontinue the production and supply of any of the Products including, without limitation, spare parts, the Licensed Software and/or the Services. Company agrees to provide Customer with written notice prior to such discontinuation. Once a product is determined to be obsolete, Company shall not be obligated to obtain replacement parts and/or provide technical support.
 - 18.2. In the event of a recall, Company shall notify Customer and Customer shall fully cooperate with Company, including (a) immediately discontinuing the use of the relevant Product(s); (b) returning or disposing of the relevant Product(s) in accordance with Company’s and/or its affiliates’ instructions; and/or (c) providing any necessary documentation or assistance requested by Company to facilitate the recall process.
19. **Compliance**. Company is committed to conducting its business in an ethical, legal, and socially responsible manner and expects similar high ethical values of integrity, professionalism, loyalty, and respect both for person and environment from everyone with whom Company has commercial dealings. Company undertakes to conduct its business in compliance with all applicable national and international laws and regulations, including with those concerning corruption, bribery, fraud, and/or unfair and/or prohibited business practices.
20. **Export Control**. The parties agree to comply with all United States and other government export controls laws including but not limited to the Export Administration Regulations (“EAR”, 15 CFR. 730-774) administered by the U.S. Department of Commerce, Bureau of Industry and Security and the

International Traffic in Arms Regulations (“ITAR”, 22 CFR 120-130) administered by the U.S. Department of State, Directorate of Defense Trade Controls.

21. **Governing Law; Jurisdiction.** These Terms are governed exclusively by the laws of the State of Georgia, United States, excluding its conflict of laws principles. The Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated hereunder. Any proceeding brought by a party arising out of, under or relating to any dispute relating to these Terms, shall be submitted to the exclusive jurisdiction of the competent courts in the city of Atlanta, Georgia, and by signature on an agreement, sales quote and/or purchase order, the signing party hereby irrevocably consents to the exclusive jurisdiction of such venue.
22. **Relationship of the Parties.** The relationship of the parties established by these Terms shall be that of independent contractors and nothing contained in these Terms shall be construed to constitute the parties as principal and agent, employee and employer, franchisor and franchisee, partners, co-owners, or otherwise as participants in a joint venture or common undertaking.
23. **Incorporation by Reference.** These Terms, including but not limited to Sections 10, 12, 13, 14, 19, 21, and 24, shall be incorporated into and deemed a part of Company’s and Customer’s Cost Per Test, WatchPAT ONE Auto Ship, Consumable Auto Ship, WatchPAT Direct Programs, Business Associate, Data Processing, License, Integration, and Interpretation Service Agreements (where applicable). In the event of an express conflict between these Terms and any other agreement, these Terms shall control.
24. **General.** (a) No rights or obligations of Customer under these Terms may be assigned or otherwise transferred by Customer, in whole or in part, without the express written consent of Company. Company may assign its rights and obligations herein to any third party or affiliate at its discretion; (b) These

Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; (c) Section headings herein, are used for convenience only and shall not otherwise affect the provisions of these Terms; (d) If any provision of these Terms is held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of any of the remaining portions hereof, and such provision shall be modified to the minimum extent necessary to be enforceable, if permitted by law; (e) Failure of either party to enforce any provision, shall not constitute a waiver of future enforcement of that or any other provision; (f) No remedy or election hereunder by Company shall be deemed exclusive, but shall, whenever possible, be cumulative with other remedies provided herein or available at law or in equity; (g) Customer shall reimburse Company for all costs and expenses, including reasonable attorney’s fees, incurred in enforcing these Terms, to the extent permitted by applicable law; (h) All the provisions of these Terms which by their nature are intended to survive the expiration or termination of these Terms shall so survive; (i) Company may amend these Terms at any time; (j) Each party agrees to execute and deliver additional instruments and documents and perform all such other acts and things as may be necessary or expedient and reasonably requested by the other party to effectuate more fully this Agreement and to carry out the business contemplated by this Agreement; and (k) All notices shall be in writing and shall be by hand, courier, certified or registered mail (return receipt requested), or email to the addresses set forth in the executed agreement, sales quote or purchase order. Notices shall be deemed given upon receipt (hand delivery or courier), on the date shown on the return receipt (mail), or upon transmission if sent by email, provided no delivery failure notice is received.