

TERMS AND CONDITIONS

1. **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER WITH US FOR PRODUCTS OR SERVICES, ACCEPTING DELIVERY OF THE PRODUCTS FROM US, OR BY OPENING OR USING A PRODUCT PURCHASED FROM US, YOU ACCEPT, AGREE AND AFFIRM THAT (a) YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND (b) YOU ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

BY PURCHASING, ORDERING OR OBTAINING ANY PRODUCTS OR SERVICES BY ANY MEANS, INCLUDING PURCHASE ORDERS, FROM MIDWEST INDUSTRIAL TOOL GRINDING, INC. (THE "COMPANY") YOU ASSENT, ACKNOWLEDGE AND AGREE: (a) TO THESE TERMS AND CONDITIONS, (b) ARE LEGALLY AUTHORIZED TO FORM A BINDING CONTRACT WITH THE COMPANY, AND (c) ARE NOT PROHIBITED FROM ACCESSING OR USING THE COMPANY'S WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services (a) directly from us or through our representatives, or (b) through <https://www.mitgi.us/> (the "Site"). These Terms are subject to change at any time by the Company (referred to as "us," "we," or "our" as the context may require) without prior written notice in our sole discretion. Any changes to these Terms will be in effect as of the last updated date referenced on the Site. You should review these Terms prior to purchasing any product or services from us. Your continued use of the products and services and/or this Site will constitute your assent to, acknowledgement of, and acceptance of and agreement to such changes.

2. Order Acceptance and Cancellation. These Terms shall supersede any other terms and conditions, and all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of your general terms and conditions regardless of whether or when you have submitted such terms. Upon your acceptance in writing or orally the Company's quotation or purchase order from the Company, within any time period stated in the quotation or purchase order, a contract is formed with the Company and is subject to these Terms. The Company shall not be subject to any other terms and conditions and only these Terms shall apply to the underlying transaction. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by the Company or we will not be obligated to sell the products or services to you. We may choose not to accept orders in our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. Any contract accepted by you shall not be cancelled without the Company's written consent, which the Company may withhold in its sole discretion. If consent to cancel is granted by the Company, as a condition of cancellation, you shall fully reimburse the Company for all costs of work completed to date. No consent shall be given on products designed and manufactured that are eighty percent (80%) complete, Company stock of the product is greater than 100 items, special orders, blanket orders for twelve-month period, or scheduled for completion within thirty (30) days. All blanket orders must be received by You within twelve (12) months from the date the blanket order is placed.
3. Vendor Acceptance: By accepting this, or any, Purchase Order (defined as the Company's Purchase Order, invoice, purchase acknowledgement, acceptance email, or any sales agreement provided by the Company), the Vendor (defined as any vendor personnel, employee, representative, agent, owners, or any other authorized party working with or on behalf of Vendor) agrees Vendor is qualified to provide

the product or service meeting the Company's noted purchase requirements and these Terms and Conditions. Vendor shall notify the Company in writing of any pending changes prior to implementation by Vendor so that the effect may be evaluated by the Company regarding the feasibility of the product or service to meet the Vendor's purchase and quality requirements. For products manufactured by the Company to a custom specification, Vendor agrees to provide the Company's certificate of conformance or certificate of compliance with each shipment, if requested or required by Vendor.

4. Prices and Payment Terms.

- (a) The price charged for a product or service, including custom orders, will be based on the price in effect at the time the order is placed, valid for thirty (30) days, subject to the terms of any promotions or discounts that may be applicable, subject to additional charges for credit card charges, and for any material price changes, outside services price changes, necessary taxes, shipping, and handling.
- (b) All prices, discounts, and promotions posted on the Site are subject to change without notice. Prices are generally valid for thirty (30) days. We strive to display accurate price information. However, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- (c) Generally terms of payment are NET 30 and subject to change within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. You represent and warrant that (i) any credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

5. Shipments; Delivery; Title and Risk of Loss. We will arrange for shipment of the products to you. Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments, and any claim for loss or damage in transit shall be against the carrier only.

6. Returns and Refunds.

- a. We may, in our sole discretion, accept a return of certain products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within ninety (90) days of invoice, made with valid proof of purchase, and provided such products are returned in their original condition, such returns also being subject to a 20% restocking fee. In determining whether or not to accept a return of certain products for a refund, the Company is entitled to take into consideration factors, including without limitation, whether the purchase price is less than \$250.00 or whether the sale was for custom products.
- b. All sales of custom products and blankets including special coatings, are final. No purchaser of custom products shall have the right to return any custom product to the company, except in our sole discretion, or except in the case of a defect in such custom product, as established by you and confirmed by us, in our sole discretion.
- c. To return products, you must call (320) 455-0535 or e-mail us at info@mitgi.us. In the event we accept a return of the products, you are responsible for all shipping and handling charges on returned items, and you bear the risk of loss during shipment. Refunds on such returnable products are processed within approximately 7-10 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase.

7. Limited Warranty.

- (a) With the exception of custom and special orders which have no warranty, we warrant to you that for a period of ninety (90) days from the date of shipment or delivery, whichever shall be earlier (“**Warranty Period**”), the products purchased will materially conform to our published specifications in effect as of the date of shipment and be free from material defects in material and workmanship. Product returns must be a minimum of \$250, not including shipping costs, taxes, or other applicable fees.
- (b) We warrant to you that we shall perform the services purchased using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet our obligations under these Terms.
- (c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6(a) AND SECTION 6(b), WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- (d) Bodily Contact Medical Applications.
 - i. As a manufacturer of custom cutting tools, we manufacture standard and custom cutting tools which are suitable for use in a wide variety of applications and industries. Among other things, we conduct business with customers whose products may be implanted in the human body or come into contact with bodily fluids or tissues. We refer to such uses as “**Bodily Contact Medical Applications.**” None of our materials have been determined by us, any governmental agency such as the U.S. Food and Drug Administration, or any scientific agency as safe to use in applications to be implanted in the human body or to come into contact with bodily fluids or tissues. As a result, persons proposing to use our products or materials in Bodily Contact Medical Applications must rely on their own technical, legal, and medical judgment without reliance on any representation by us.
 - a. For purposes of this Section 6(d)(i), policies, there are three types of Bodily Contact Medical Applications depending on how long the product may be implanted into the human body or be in contact with bodily fluids or tissues: (i) Permanent (30 days or more), (ii) Temporary (more than 24 hours but less than 30 days), and (iii) Transient (24 hours or less). Our terms and conditions concerning products used in Bodily Contact Medical Applications depend on whether the Bodily Contact Medical Applications are Permanent, Temporary, or Transient.
 - (i) Permanent Bodily Contact Medical Applications: We do not provide materials for use in any applications or products to be implanted in the human body for thirty (30) days or more, or to be in contact with internal bodily fluids or tissues for thirty (30) days or more. **ANY SUCH USE IS WITHOUT OUR CONSENT AND VOIDS ANY OF OUR WARRANTIES OR CONTRACTUAL OBLIGATIONS WHICH OTHERWISE MAY APPLY. WE MAKE NO WARRANTY, PROMISE, OR REPRESENTATION WHATSOEVER WITH RESPECT TO ANY OF OUR MATERIALS THAT MAY BE USED IN PERMANENT BODILY CONTACT MEDICAL APPLICATIONS AND DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE IN ANY WAY ARISING OUT OF OR RELATING TO SUCH USE OF OUR MATERIALS.**

- (ii) Temporary Bodily Contact Medical Applications: We may support certain Temporary Bodily Contact Medical Applications based on the particular circumstances of each situation. Customers proposing to use our products or materials in Temporary Bodily Contact Medical Applications must disclose the particular circumstances of the proposed use to our sales, engineer or other product representative with whom they are working. We will review the proposed use. If we, in our sole discretion, determine through our evaluation procedures to support the proposed Temporary Bodily Contact Medical Application, the customer will be required to sign our standard Disclaimer and Hold Harmless Agreement for Temporary Bodily Contact Medical Applications. Provided that the customer signs the Disclaimer and Hold Harmless Agreement, our standard product warranty outlined in Section 6(a) hereof will apply. However, if we determine not to support the proposed Temporary Bodily Contact Medical Application or the customer fails to sign the Disclaimer and Hold Harmless Agreement, **SUCH USE IS WITHOUT OUR CONSENT AND VOIDS ANY OF OUR CONTRACTUAL OBLIGATIONS WHICH OTHERWISE MAY APPLY. WE MAKE NO WARRANTY, PROMISE, OR REPRESENTATION WHATSOEVER WITH RESPECT TO ANY OF OUR PRODUCTS OR MATERIALS THAT MAY BE USED IN TEMPORARY BODILY CONTACT MEDICAL APPLICATIONS WITHOUT OUR EXPRESS WRITTEN CONSENT AND DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE IN ANY WAY ARISING OUT OF OR RELATING TO SUCH USE OF OUR MATERIALS.**
- (iii) Transient Bodily Contact Medical Applications: We may grant consent for Transient Bodily Contact Medical Applications if we are provided with information and data that the application of the Product or Materials meets relevant governmental agency standards, including the U.S. Food and Drug Administration and if, in our sole discretion, that information and data demonstrates that the proposed application presents an acceptable risk to us. If these conditions are satisfied, our standard product warranty outlined in Section 6(a) hereof will apply. No other warranties are applicable. However, if these conditions are not satisfied, **SUCH USE IS WITHOUT OUR CONSENT AND VOIDS ANY OF OUR CONTRACTUAL OBLIGATIONS WHICH OTHERWISE MAY APPLY.**
- (iv) **YOU AGREE AND REPRESENT THAT, UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING BY US IN ACCORDANCE WITH OUR POLICY REGARDING MEDICAL APPLICATIONS, THE PRODUCTS OR MATERIALS PURCHASED HEREUNDER SHALL NOT BE USED IN ARTICLES, APPLICATIONS OR PRODUCTS TO BE IMPLANTED IN A HUMAN BODY, OR TO BE IN CONTACT WITH INTERNAL BODILY FLUIDS OR TISSUES. WE MAKE NO WARRANTY, PROMISE OR REPRESENTATION WHATSOEVER WITH RESPECT TO ANY SUCH USE OF ITS MATERIALS, AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE IN ANY WAY ARISING OUT OF OR RELATING TO SUCH USE OF OUR MATERIALS. YOU TAKE FULL RESPONSIBILITY FOR**

SUCH USE OF OUR PRODUCTS OR MATERIALS, UNDERSTAND THAT SUCH USE OF OUR PRODUCTS OR MATERIALS VOIDS ANY OF OUR CONTRACTUAL OBLIGATIONS THAT MAY OTHERWISE APPLY, AND AGREE TO INDEMNIFY US WITH RESPECT TO ALL LIABILITY OF MIDWEST INDUSTRIAL TOOL GRINDING, INC. RESULTING FROM OR RELATED TO SUCH USE OF OUR PRODUCTS OR MATERIALS.

- (e) To the extent that any products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products, such Third-Party Products are not covered by the warranty in Section 6(a). For the avoidance of doubt, **WE MAKE 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; (iii) WARRANTY OF TITLE; OR (iv) 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.**
- (f) We shall not be liable for a breach of the warranties set forth in Section 6(a) and Section 6(b) unless: (i) you give written notice of the defective products or services, as the case may be, reasonably described, to us within thirty (30) days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 6(a) to examine such products and you (if we so request) return such products to our place of business at your cost for the examination to take place there; and (iii) we reasonably verify your claim that the products or services are defective. We shall not be liable for a breach of the warranty set forth in Section 6(a) or Section 6(b) if: (iv) you make any further use of such products after you give such notice; (v) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (vi) you alter or repair such products without our prior written consent. With respect to any such products during the Warranty Period, we shall, in our sole discretion, either repair or replace such products (or the defective part) or credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us. With respect to any services subject to a claim under the warranty set forth in Section 6(b), we shall, in our sole discretion, repair or re-perform the applicable services or credit or refund the amounts paid by you for such services.
- (g) **THE REMEDIES SET FORTH IN SECTION 6(f) SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6(a) and SECTION 6(b).**

8. Limitation of Liability.

- (a) **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD.**

- (c) The limitation of liability set forth in Section 7(b) shall not apply to (i) liability resulting from our gross negligence or willful misconduct and (ii) death or bodily injury resulting from our acts or omissions.
 - (d) Subject to the Terms herein, to the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless the Company from any actions, claims, or lawsuits filed by any party against you or any other company to whom you provided the Company's products.
9. Insurance. You agree to insure any products purchased by you from the point those products leave the Company until it is delivered to you. If you return any products, the Company shall not be responsible for insurance and you may, in your sole discretion, insure the products being returned to the Company, subject to the Return Policy in Paragraph 6. All product shipments shall be insured for the full value of the products therein. This insurance shall include the full value of any products furnished by the Company whether these products have been altered by you. You shall accept full responsibility for the financial reimbursement to the Company for all products, lost or damaged and not insured.
 10. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States, including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from us or the Site for your own use only, and not for resale or export. Products and services purchased from us or the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "**Export Regulations**").
 11. PROP 65. CALIFORNIA WARNING, this product may contain [specific chemical] that could cause cancer or reproductive harm from exposure to this product. For more information, go to www.p65warnings.ca.gov
 12. Conflict Minerals. We agree that, if applicable, we will comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding "Conflict Minerals", such as tin, tantalum, tungsten, and gold sourced from the Democratic Republic of the Congo and its adjoining countries ("**DRC Countries**").
 13. Compliance with Laws. You shall at all times comply with all laws applicable local, state, federal, and international laws, rules, regulations, whether in effect now or in the future, to this Agreement, your performance of its obligations hereunder, and your use of the products. Without limiting the generality of the foregoing, you shall (a) at your own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the products and (b) not engage in any activity or transaction involving the products, by way of shipment, use, or otherwise, that violates any law.
 14. Recalls. In the event of a product recall, you will provide support with regard to factual, legal and/or administrative matters. You will fully cooperate with us to provide access to any products or services, as well as any information related to the tracking and inventory of the products.
 15. Equal Opportunity; Nondiscrimination. We and you shall, to the extent they apply, abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16. Privacy. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.
17. Publicity and Intellectual Property. You shall not make or caused to be published any notice, advertisement, press release, or other communications with respect to any agreement with the Company or the Company's products without the Company's prior written consent, which the Company may withhold in its sole discretion. You shall not use any of the Company's intellectual property, including, without limitation, its logo, trademarked, service mark, trade names or copyrighted material, or domain names, to the extent applicable, or any other product information, specifications, likeness or image without the Company's prior written consent, which the Company may withhold in its sole discretion. For the avoidance of doubt, by virtue of your purchase of the Company's products that purchase or any use of the products does not give rise to any license, express or implied, to use any Company intellectual property.
18. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"):
(a) acts of God; acts of any government or agency thereof or civil or military authority, fires, accidents, explosions, strikes or other labor disputes, earthquakes, storms, judicial action, floods, war (whether an actual declaration thereof is made or not), sabotage, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, technical failure, or other circumstances beyond our reasonable control.
19. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota.
20. Waiver of Jury Trials and Binding Arbitration. **YOU AND MIDWEST INDUSTRIAL TOOL GRINDING, INC. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**
21. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 21 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
22. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Midwest Industrial Tool Grinding, Inc.
23. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.
24. Notices.
 - (a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting to the Site. Notices sent by e-mail will be effective

when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

- (b) To Us. To give us notice under these Terms, you must contact us by personal delivery, overnight courier or registered or certified mail to 125 Main Street N., Hutchinson, MN 55350. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

25. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

26. Entire Agreement. These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.