

## Terms of Sale

### I. L•A FASTENERS STANDARD TERMS AND CONDITIONS

**Please read these terms and conditions carefully.** They contain important information concerning customer's ("Customer") legal rights, warranties, obligations and available dispute resolutions remedies. They also provide that if LA is unable to resolve any matter to Customer's satisfaction, Customer will exclusively use arbitration to decide the dispute and Customer will bring its claim solely on an individual basis and not in a class action or representative proceeding.

Except in those instances where LA and a business Customer ("Business Customer") enter into a separate written contract for the purchase of products and/or services providing for separate terms of sale, the following terms and conditions will apply. For clarification, the term "Customer" includes Business Customers as well as individuals, and the term Business Customer includes, but is not limited to, government, institutional, and educational customers. LA reserves the right to revise these Terms and Conditions at any time.

#### A. SALES POLICY OF PRODUCTS

##### 1. Wholesale Only.

L•A Fasteners, Inc. ("L•A ") sells its entire line of products and services to Business Customers and individuals.

##### 2. Prices.

A. "Web Prices" displayed on lafasteners.com: (i) are standard prices offered to Customers that do not have other pricing arrangements with L•A ; (ii) are subject to these Terms of Sale; (iii) are available for orders placed on L•A .com, by phone, or at L•A branch locations; (iv) do not include freight, handling fees, taxes, and/or duties; and (v) are subject to change or correction at any time and without notice.

B. Customers that have other pricing arrangements with L•A can view their prices and the applicable prices to which discounts, if any, are applied, when logged into their account. Export orders may be subject to other special pricing. L•A reserves the right to control and/or restrict access to pricing for those customers with pricing arrangements with L•A.

C. Pricing may be based on the quantity purchased. L•A reserves the right, in its sole discretion, to offer a volume discount ("Volume Discount") to Customers based upon the quantity of products purchased in a single transaction. Volume Discount pricing is subject to product availability, and quantity limits may apply. Resale by Customers at retail or online of products purchased under Volume Discount pricing is prohibited. L•A reserves the right to: (i) accept or reject any Volume Discount order; or (ii) charge the full price for the product if the event that Volume Discount priced items are returned.

##### 3. Sales Tax.

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, Customer shall indicate which products are tax exempt.

##### 4. Payment and Credit Terms.

L•A accepts cash, checks, money orders, Visa, MasterCard, Discover, American Express, and open lines of credit subject to a completed application for credit which must be completed by the customer. For Customers with established L•A credit, payment terms are subject to all terms and conditions as set forth

in the completed credit application and all sales made via the Web are subject to the terms of the approved credit application. All credit extended by L•A and the limits of such credit, is at L•A 's sole discretion, and may be reduced or revoked by L•A at any time, for any reason. As a condition for the sales under extension of credit, Customer agrees to provide to complete an application for credit application and to provide L•A with current credit information as requested by L•A. Export orders are subject to special export payment terms and conditions identified in Section III. All payments must be made in U.S. dollars. L•A has the right of set-off and deduction for any sums owed by the Customer to L•A.

#### **5. Credit Balance.**

Customer agrees that any credit balance(s) issued by L•A must be used within two (2) years from the date the credit was issued and may only be used for purchases of products. Any unused credit or portion thereof will automatically expire after two (2) years, or be processed pursuant to state law.

### **B. FREIGHT POLICY**

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. L•A charges a shipping and handling fee, (which includes internal handling and related costs), on each order which is applied at time of order and reflected on Customer's invoice. Receipts for shipping and handling charges will not be furnished. COD shipments are not permitted. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, less than truckload (LTL) shipments, air freight, freight collect, export orders, hazardous materials, Customer's carrier, shipments outside the contiguous U.S., special handling by the carrier or other specialized freight services. Any charges incurred for Other Freight Services must be paid by Customer. Fuel surcharges and other surcharges may be applied. Title and risk of loss pass to Customer upon tender of shipment to the carrier. If the product is damaged in transit, Customer's only recourse is to file a claim with the carrier.

### **D. PRODUCT WARRANTY POLICY**

#### **1. SATISFACTION GUARANTEE TO ALL CUSTOMERS.**

Customer should contact L•A if not satisfied with a product for any reason. Provided, the product shows no sign of use and is in the original packaging, L•A, in its sole discretion, will provide an exchange, refund, or credit if the product is returned within 48 hours of date of receipt, with proof of purchase from L•A.

#### **2. LIMITED WARRANTY.**

A. ALL PRODUCTS SOLD ARE WARRANTED BY L•A ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE.

#### **3. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.**

A. FOR BUSINESS CUSTOMERS: EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY L•A. L•A DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. L•A ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. L•A EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. L•A'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

B. FOR ALL OTHER CUSTOMERS: EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR

AUTHORIZED BY L•A. L•A DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. L•A ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MIS-REPAIR OR MISAPPLICATION. L•A EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

**4. Warranty Product Return.**

Before returning any product, Customer must contact L•A. Proof of purchase is required in all cases.

**5. Product Compliance and Suitability.**

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. L•A does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does L•A accept responsibility for construction, installation and/or use of a product. It is Customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

**6. Cross-Reference Information.**

Product cross-reference comparisons or product alternatives that are presented do not imply that products are available or perfectly comparable. CROSS-REFERENCED PRODUCTS OR PRODUCT ALTERNATIVES ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Customer shall review all cross-referenced product or product alternative specifications prior to purchase and use to determine suitability of the product for Customer's intended use.

## **E. PRODUCT INFORMATION**

**1. Catalog/Website Information.**

L•A is a distributor of products. Information about the products in the L•A catalog or web site is provided by the manufacturers and/or suppliers. Product depictions in the catalogs and websites are for illustrative purposes only. Possession of, or access to, any L•A catalog, literature or websites does not constitute the right to purchase products. L•A reserves the right to revise publishing errors in its catalogs or any of its websites. Despite our efforts, occasional pricing errors may occur in the L•A catalogs and websites, and L•A reserves the right to correct or change such pricing errors without notice. L•A further reserves the right to cancel any and all orders resulting from such pricing errors, even if Customer has received an order confirmation from L•A.

**2. Product Substitution.**

Products and/or country of origin may be substituted and may not be identical to descriptions and/or images published in the catalog or on the website.

### **3. Material Safety Data Sheets.**

Material Safety Data Sheets (“MSDS”) for OSHA defined hazardous substances are supplied by the manufacturers and/or suppliers. **L•A MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY MSDS. CUSTOMER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT.** MSDS information may be obtained visiting the L•A website or by clicking on this link: <https://www.lafasteners.com/Home/Page/msds>.

### **4. California Proposition 65.**

The State of California requires that certain warnings be given concerning products which contain chemicals subject to Proposition 65. A complete list of Proposition 65 regulated chemicals is available at [www.oehha.ca.gov](http://www.oehha.ca.gov). For identification of products which contain a chemical subject to Proposition 65, go to L•A.com. Applicable Proposition 65 warning(s), (see below) are provided directly on the L•A.com product page and upon product purchase.

Warning: This product contains a chemical known to the State of California to cause cancer.

Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

### **5. Purchasers of Products used with or for Potable Water .**

The Federal Safe Drinking Water Act and regulations in CA, LA, MD, and VT prohibit plumbing products (including but not limited to pipes, pipe fittings, solder, flux, plumbing fitting, etc.) used to convey water for human consumption that are not “lead free” as defined by the regulations. In order to determine your particular state’s standards applicable to the products you purchase for use in or for potable water applications, direct your inquiries to the appropriate regulatory agency in your state. In order to determine the federal standards applicable to the products you purchase for use in or for potable water applications, visit <http://water.epa.gov/drink/info/lead/index.cfm>.

## **F. GENERAL TERMS**

### **1. Third Party Payment Provider.**

If Business Customer elects to use a third party payment system provider (“Third Party Provider”) and L•A is charged fees by the Third Party Provider, L•A reserves the right to seek reimbursement from Business Customer for any and all costs paid to the Third Party Provider for the transfer of funds, retrieval of payment detail, or any other purpose from the Third Party Provider.

### **2. Intellectual Property.**

Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights (“IP”) reserved by L•A, or any IP owned by manufacturers and/or suppliers to L•A. All materials contained in L•A catalogs or on its web sites are subject to the ownership rights of L•A and its manufacturers and/or suppliers. Customer shall have no right to copy or use any IP of L•A or its manufacturers and/or suppliers without L•A’s permission.

### **3. Independent Contractors.**

L•A and Customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer does not have the right to bind or otherwise obligate L•A in any manner, nor may Customer represent to anyone that it has the right to do so.

#### **4. Sourced Product.**

L•A may procure product not available through L•A catalogs or available on [Lafaseteners.com](http://Lafaseteners.com) for a Customer from other sources (“Sourced Product(s)”). Sourced Product is priced according to current market conditions on a per order basis, and is shipped F.O.B. origin with freight and handling fee paid by L•A and charged to Customer. Sourced Product may not be returned without a return goods authorization issued by L•A, and no cancellations, refunds or credits are allowed without L•A’s prior approval. L•A, at its sole discretion, may withhold the issuance of such authorization. A restocking fee may apply for any returned Sourced Product. L•A’S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO SOURCED PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE CUSTOMER’S SOLE REMEDY.

#### **5. Custom Product.**

L•A may offer products manufactured or assembled to Customers specifications (“Custom Product(s)”). L•A is not responsible for verifying or confirming the accuracy of specifications provided by Customer to L•A for Custom Products. L•A’S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE CUSTOM PRODUCT WILL BE CUSTOMER’S SOLE REMEDY, AND ALL OTHER WARRANTIES ARE DISCLAIMED UNDER SECTION I.D.3 ABOVE. All Custom Products are sold on a “FINAL SALE” basis only, and no cancellations, returns, refunds or credits are allowed.

#### **6. Cancellation.**

All product order cancellations, if not prohibited above, must be approved by L•A, and may be denied or subject to restocking fees and other charges.

#### **7. Materials of Trade.**

Business Customer represents that if it is purchasing products as its “materials of trade,” as defined in the Hazardous Materials Regulations in Title 49 of the Code of U.S. Federal Regulations, the products shall be used in direct support of Business Customer’s business, such business does not concern transportation, and such products shall not be resold or transported in a vehicle other than one owned by Business Customer.

#### **8. Force Majeure.**

L•A shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of L•A in the conduct of its business.

#### **9. Assignment.**

Customer shall not assign any order, or any interest therein, without the prior written consent of L•A. Any actual or attempted assignment without L•A’s prior written consent shall entitle L•A to cancel such order upon notice to Customer.

#### **10. No Third Party Benefit.**

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

**11. Waiver, Choice of Law and Venue.**

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Illinois, excluding its conflict of law rules, and to the extent allowed under these terms and conditions, both L•A and Customer agree that venue shall be proper either in the state courts in Cook County, Illinois or the federal courts for the Northern District of Illinois.

**12. Severability.**

If any portion of these terms and conditions is found to be invalid or unenforceable, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

**13. Modification of Terms.**

L•A's acceptance of any order is subject to Customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from Customer's receipt of L•A's acknowledgment, or from Customer's acceptance of all or any part of the products ordered. No additions or modifications of L•A's terms and conditions by Customer shall be binding upon L•A, unless agreed to in writing by an authorized representative of L•A. If a purchase order or other correspondence submitted by Customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in L•A's acknowledgment, L•A's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by Customer, and will not constitute a waiver by L•A of any of the terms and conditions contained herein or in L•A's acknowledgment. L•A reserves the right to accept or reject any order.

**14. Complete Agreement.**

The terms and conditions in: (i) L•A's forms; (ii) acknowledgments; (iii) quotations; (iv) invoices; (v) web sites; (vi) catalogs; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between Customer and L•A.

**15. Authorization.**

Business Customers represent that any person accepting these Terms of Sale on behalf of the Business Customer is authorized to do so and that all employees and representatives of the Business Customer who access L•A.com or any other L•A website or application on behalf of the Business Customer or otherwise purchase products from L•A on behalf of Business Customer have the legal right, and are duly authorized, to make such purchases and further authorized to enter into agreements relating to the purchase of products or services or to obtain pricing or discounts from L•A on behalf of Business Customer. Business Customers hereby agree to indemnify and hold L•A harmless against any breach of this representation.

**II. ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF L•A PRODUCTS**

**IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, EXPORT SALES OF L•A PRODUCTS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF L•A PRODUCTS ("ADDITIONAL EXPORT TERMS"). IN THE EVENT OF A CONFLICT BETWEEN L•A'S STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL EXPORT TERMS IN SECTION III, THE ADDITIONAL TERMS IN SECTION III SHALL PREVAIL FOR EXPORT SALES OF L•A PRODUCTS.**

### **1. Order Acceptance.**

Customer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by L•A. Customer further consents that submission of its order shall subject Customer to the jurisdiction of the federal courts of the U.S. and of the State where acceptance occurred in the U.S.

### **2. Sales Tax and Duties, Import Fees.**

L•A is required to charge U.S. federal, state, local tax, applicable duties, and import fees on products, or for providing a valid exemption certificate. Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, Customer shall indicate which products are tax exempt.

### **3. Shipping Charges and Freight Policy.**

All L•A export orders are shipped under INCOTERMS® 2020 rules as defined by the International Chamber of Commerce. Unless otherwise stated and agreed, default shipping term is FCA L•A shipping location, excluding export customs clearance. Other shipments are freight collect from any L•A facility. Customer shall be responsible for obtaining insurance. At L•A's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped prepaid as Customer's exclusive remedy. Title and risk of loss pass to Customer upon tender of shipment to the Customer selected export carrier.

### **5. Export Controls and Related Regulations.**

Customer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations ("EAR") administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

### **6. Foreign Principal Party in Interest; Freight Forwarder and Documentation.**

It is specifically agreed that Customer shall be the foreign principal party in interest ("FPPI") and/or that its freight forwarder shall act as Customer's agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and Customer and its freight forwarder are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records. At L•A's request, Customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Customer or its freight forwarder related to sales to Customer by L•A. In the event a license is required for export from the U.S., then (i) L•A reserves the right to select its own freight forwarder to facilitate and file the export license; or (ii) the FPPI will provide L•A written notice that it expressly assumes responsibility for determining licensing requirements and obtaining the license, thereby making the U.S. agent of the FPPI the exporter of record for purposes of meeting EAR requirements.

### **7. Anti-Corruption.**

Customer is aware that L•A's business practices prohibit bribery and corrupt behavior in any form. Customer agrees that it is an independent contractor and it is and shall remain in compliance with all applicable laws that relate to money laundering, terrorism, commercial or official bribery or dealing with government officials (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act) and laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Customer shall not offer or provide anything of value (cash or cash equivalents, gifts, loans, travel, entertainment, or any other similar benefit) either directly or indirectly to any public sector or government official for the purpose of influencing any act or decision in connection with the purchase, transportation, customs clearance and/or resale of the products ordered from L•A. Customer shall not pay a gratuity, bribe or inducement to any public sector or government official, even if it appears customary or consistent with prevailing business practices.

**8. Dispute Resolution.**

Actions by L•A for non-payment by Customer of the purchase price of products sold by L•A, or for redress of other breaches by Customer of these terms and conditions may be brought by L•A, at its option, before any U.S. or foreign judicial court of competent jurisdiction.

**9. Country of Importation and Anti-diversion.**

Customer represents that it is purchasing products from the U.S. and importing them to the country for the use of the ultimate consignee specified in the Customer and L•A documentation. Customer agrees that the products will not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by L•A, Customer shall provide documentation satisfactory to L•A verifying delivery at the designated country, the identity of end users ordering products from Customer and the terms and conditions upon which such end users request products to be supplied. Customer further agrees to inform L•A at the time of order of any North American Free Trade Agreement or other special documentation, packaging or product marking or labeling, but L•A shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless L•A expressly agrees to do so.

**10. Permits, Export, and Import Licenses.**

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation. When the Customer is designated as the U.S. Principal Party of Interest, the Customer shall be responsible for obtaining licenses under the EAR, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations. If the Customer is the FPPI, then the terms contained in subsection 6 of this Section III shall apply.

**11. Governing Law; Limitations.**

The rights and obligations of the parties under these terms and conditions shall not be governed by the provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods. Rather, these terms and conditions shall be governed by the laws of the State of Illinois, U.S., including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules. Notwithstanding the foregoing, any legal action by Customer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.