



**2.2.** All orders submitted by the Customer will be of no effect unless and to the extent that they are accepted by Miraclon in its sole discretion and provided they refer expressly to and are subordinate to the Agreement. Orders for Consumables may be subject to minimum order values, quantities and maximum frequency.

**2.3.**

punctuation), the jurisdiction in which the Customer was incorporated or organized, and Customer's organization identification number (if applicable). Where permitted by law, the Customer agrees to waive receipt of notice of any Financing Statement.

**4.4. Customer's Cooperation.** The Customer and its subcontractors, if any, will fully cooperate without delay with Miraclon and/or its security consultants in any investigation regarding fraud and theft with regard to Miraclon property. Access to Customer's Site, records and personnel will not be unreasonably denied. The Customer will obtain written agreement from its subcontractors, if any, that subcontractor agrees to this Section 4.4 and will cooperate fully with any Miraclon investigation without delay or hindrance of any kind.

**4.5. Equipment Removal.** Upon termination or expiration of the Agreement, Miraclon is entitled to recover possession of the Equipment at Miraclon's expense. The Customer shall make the Equipment available to Miraclon during normal business hours within fifteen (15) days of the termination or expiration of this Agreement. The Customer shall be responsible for any loss,

5.7.

Customer is reselling the Products. Any credible evidence of the resale of the P



**16.2.** Subject to Section 16.1, in no event shall the liability of Miraclon or that of its parent