CHANNEL XR

TERMS AND CONDITIONS OF SALE

Version 2026.2 · Effective November 12, 2026

Channel XR LLC, 1427 E 36th St, Ste 4206C, Cleveland, OH 44114-4171

1. SCOPE AND AGREEMENT

1.1 What these Terms cover. These Terms and Conditions of Sale (the "Terms") apply to every sale by Channel XR LLC ("Channel XR") to the customer named on the Quote or order ("Buyer") of hardware and other goods ("Products"), of third-party software, firmware, subscriptions and licenses ("Software"), and of provisioning, configuration, device management enrollment, kitting, logistics, fulfillment, consulting, development and other services ("Services").

1.2 The Agreement. The contract between Channel XR and Buyer (the "Agreement") consists of (a) Channel XR's written quotation, statement of work, order form, pre-order form or order confirmation (each, a "Quote"), (b) these Terms, and (c) any document that the Quote expressly incorporates.

1.3 How Buyer accepts. Buyer accepts the Agreement by the first of the following to occur: signing the Quote by hand or electronically; checking an acceptance box or otherwise confirming acceptance on a Channel XR order page; issuing a purchase order or other written order against the Quote; paying a deposit or an invoice; or accepting delivery of Products or performance of Services.

1.4 When an order binds Channel XR. An order binds Channel XR only when Channel XR confirms it in writing, issues an invoice for it, ships, or begins performance. An automated acknowledgment that an order was received is not acceptance. Channel XR may decline any order before acceptance.

1.5 Commercial sales only. Channel XR sells to businesses, institutions and government agencies for commercial or institutional use. Buyer represents that it is not buying for personal, family or household use. Buyers located in the Province of Quebec must contact Channel XR for separate terms, and these Terms are not an offer to them.

2. ORDER OF PRECEDENCE AND BUYER'S FORMS

2.1 Order of precedence. If documents conflict, they govern in this order: (a) a written agreement signed by an authorized officer of Channel XR and by Buyer that expressly refers to and overrides these Terms; (b) the Quote; (c) these Terms; (d) any Channel XR policy, product page or other material published on its website.

2.2 Buyer's terms rejected. Channel XR's offer, and its acceptance of any order, is expressly limited to and conditioned on Buyer's assent to these Terms. Channel XR objects to and rejects any additional or different terms in Buyer's purchase order, vendor registration, procurement portal or other document, whenever delivered. Those terms do not form part of the Agreement even if Channel XR ships, performs, accepts payment, or signs or clicks to accept a Buyer form in order to be registered or paid. A purchase order number shown on a Channel XR document is for Buyer's administrative convenience only.

2.3 Statements outside the Agreement. No statement by a Channel XR employee, agent or sales representative, and no description, specification, sample or image on a website or in marketing material, forms part of the Agreement unless it is written in the Quote.

3. VERSION OF THESE TERMS

3.1 Which version applies. Each order is governed by the version of these Terms identified on the Quote or, if none is identified, the version published by Channel XR on the date of the Quote or order. Channel XR may publish a new version at any time. A new version applies only to Quotes issued and orders placed after it is published and does not change an Agreement already formed.

3.2 Record of versions. Channel XR keeps each published version, identified by version number and date, and will provide a copy on request.

4. QUOTES AND PRICES

4.1 Validity. Unless the Quote states otherwise, a Quote is valid for thirty (30) days from its date and is subject to availability. Channel XR may withdraw or correct a Quote at any time before Buyer accepts it. Channel XR may correct a clerical or pricing error at any time before shipment, and Buyer may then cancel the affected item without charge.

4.2 What prices exclude. Unless the Quote states otherwise, prices are in United States dollars and exclude shipping, handling, insurance, taxes, duties, tariffs, brokerage and payment processing fees, all of which Buyer pays.

4.3 Price changes after acceptance. If, after the Quote date and before shipment, the manufacturer raises its price, or a government imposes or raises a tariff, duty or similar charge on a Product, Channel XR may increase the price of the undelivered Product by the amount of that increase on written notice. Buyer may cancel the affected undelivered Product without charge by written notice within five (5) business days after Channel XR's notice. Otherwise the new price applies.

4.4 Taxes. Buyer pays all sales, use, excise and similar taxes on its purchase, other than taxes on Channel XR's income. Buyer must give Channel XR a valid exemption or resale certificate before the invoice is issued, or the tax will be charged.

5. PAYMENT

5.1 When payment is due. Payment is due as stated on the Quote or invoice. If nothing is stated, payment is due in full on receipt of the invoice and before shipment. Credit terms such as net thirty (30) days apply only where Channel XR has approved them in writing, and Channel XR may change or withdraw them for future shipments at any time.

5.2 How to pay. Buyer pays by the method stated on the invoice. Where Channel XR permits payment by credit card, it may add a card processing fee at the rate stated on the Quote or invoice, only where the law and the card network rules permit.

5.3 Deposits. A deposit stated on a Quote or pre-order is applied to the price of the order. A deposit is non-refundable except as these Terms expressly provide.

5.4 Late payment. An amount not paid when due bears a late charge of one and one-half percent (1.5%) per month, or the highest rate the law allows if that is lower, from the due date until paid. Buyer also pays Channel XR's reasonable costs of collection, including attorneys' fees and court or arbitration costs.

5.5 Suspension. If any amount is overdue, or Channel XR reasonably doubts Buyer's ability to pay, Channel XR may require payment in advance, suspend or cancel shipments and Services under any order, and stop Products in transit, without liability.

5.6 No setoff. Buyer pays every invoice in full without setoff, deduction or withholding, including for any claim against Channel XR.

5.7 Invoice errors. Buyer must notify Channel XR in writing of any error on an invoice within fifteen (15) days after its date, or the invoice is treated as correct.

5.8 Security interest. Until the price of a Product is paid in full, Buyer grants Channel XR a purchase money security interest in that Product and its proceeds to secure payment. Buyer authorizes Channel XR to file financing statements and will sign any document Channel XR reasonably requests to perfect that interest.

6. PRE-ORDERS

6.1 Firm order. A pre-order is a firm order for a Product that the manufacturer has not yet released or that Channel XR does not yet have in stock. By placing a pre-order Buyer commits to buy the quantity ordered at the price stated or, where the price is not yet published, at the price set under Section 6.4.

6.2 Allocation and dates. Channel XR allocates supply in the order in which it receives deposits in cleared funds, subject to the manufacturer's

allocation to Channel XR. Release and ship dates are estimates supplied by the manufacturer and may change. A delay does not entitle Buyer to cancel or to a refund except as Section 6.5 provides.

6.3 Balance. The balance of the price, with shipping and taxes, is due on Channel XR's invoice and before shipment. If Buyer does not pay the balance within fifteen (15) days after the invoice date, Channel XR may cancel the pre-order, release the allocation and keep the deposit as liquidated damages. The parties agree that Channel XR's loss from a cancelled allocation is difficult to measure and that the deposit is a reasonable estimate of that loss and not a penalty.

6.4 Price not yet published. If the price was not stated when the pre-order was placed, Channel XR will notify Buyer of the price in writing once the manufacturer publishes it. Buyer may cancel the pre-order by written notice within ten (10) days after that notice and receive a refund of the deposit. If Buyer does not cancel within that time, the notified price applies.

6.5 When the deposit is refunded. Channel XR will refund the deposit in full, as Buyer's sole remedy, if (a) the manufacturer cancels or does not release the Product; (b) Channel XR is unable to supply it; (c) Buyer cancels under Section 4.3 or Section 6.4; or (d) the Product has not shipped within one hundred eighty (180) days after the latest ship date Channel XR estimated when the pre-order was placed, and Buyer then cancels by written notice before shipment. In every other case the deposit is non-refundable.

7. DELIVERY, TITLE AND RISK OF LOSS

7.1 Shipping terms. Unless the Quote states otherwise, Products ship FOB Origin from Channel XR's facility or its supplier's. Title and risk of loss pass to Buyer when the Products are delivered to the carrier, subject to Channel XR's security interest under Section 5.8. Channel XR selects the carrier and method unless the Quote states otherwise.

7.2 Dates. Shipping and delivery dates are estimates. Channel XR is not liable for delay. Channel XR may ship in installments and invoice each installment separately.

7.3 Destinations. Channel XR ships only to addresses in the United States and Canada. For shipments to Canada, Buyer is responsible for import clearance and pays all duties, taxes and brokerage fees.

7.4 Insurance and signature. Shipments are not insured unless Buyer asks for insurance and pays for it. Channel XR may require a signature on delivery.

7.5 Inspection and transit claims. Buyer must inspect each shipment on delivery. Buyer must report a shortage or visible transit damage to Channel XR in writing, with photographs, within two (2) business days after delivery, and must keep all packaging for the carrier's inspection. Channel XR will help Buyer file the claim with the carrier, but loss or damage in transit is at Buyer's risk. A claim not reported in time is waived.

7.6 Acceptance. Products are accepted ten (10) business days after delivery unless, within that time, Buyer gives written notice identifying how they differ from the Quote. Channel XR's sole obligation for a Product that differs from the Quote is, at its option, to deliver the correct Product or to refund the price of the incorrect one on its return.

7.7 Address and refused deliveries. Buyer is responsible for the accuracy of the ship-to address and contact. Buyer pays the cost of any reshipment, redirection, storage or return caused by an inaccurate address or by a refused or missed delivery.

8. SERVICES

8.1 Scope. Channel XR performs the Services described in the Quote. Anything not described there is out of scope and is performed only under a written change order or a new Quote, at Channel XR's then current rates.

8.2 Buyer's part. Buyer will give Channel XR, on time and at no charge, the information, decisions, accounts, credentials, licenses, content, equipment and access that the Services need. Buyer is responsible for their accuracy and for its right to supply them. Each date in a Quote moves by at least the length of any delay caused by Buyer or by a third party that Buyer controls or selected.

8.3 Acceptance of deliverables. A deliverable is accepted when delivered unless, within ten (10) business days, Buyer gives written notice identifying a material failure to conform to the Quote. Channel XR will then correct the failure and redeliver, and this Section applies again. Use of a deliverable in production is acceptance.

8.4 Buyer's goods in Channel XR's custody. Where Channel XR receives, stores, configures or ships goods owned by Buyer, Buyer keeps title and risk of loss and will insure the goods. Channel XR is liable for loss of or damage to those goods only to the extent caused by its failure to use reasonable care, and its liability is limited to the value per unit stated in the Quote. Buyer may ask in writing for a higher limit before the goods arrive, and Channel XR may charge for it.

8.5 Personnel and subcontractors. Channel XR chooses the personnel who perform the Services. Channel XR may use subcontractors and remains responsible for their work.

9. SOFTWARE AND THIRD-PARTY PRODUCTS

9.1 Licensed by the publisher. Software is licensed, not sold. It is licensed to Buyer by its publisher under the publisher's own terms, which Buyer must accept in order to use it. Channel XR is a reseller, is not a party to those terms, and grants no license of its own to third-party Software.

9.2 Subscriptions. Subscription and license terms, renewals, seat counts and activation dates are as stated in the Quote and the publisher's terms. Fees for Software are non-cancellable and non-refundable once the order is placed with the publisher, unless the publisher gives a refund.

9.3 Third-party products and services. Products are manufactured, and some services are provided, by third parties. Their specifications, availability, firmware, updates, cloud services and end of life are controlled by those third parties and may change without notice. Channel XR is not responsible for a change made by a manufacturer or publisher.

10. CUSTOM WORK AND INTELLECTUAL PROPERTY

10.1 What Channel XR keeps. Channel XR and its licensors own all rights in everything that existed before the Quote or was developed outside it, and in Channel XR's tools, scripts, configurations, templates, methods and know-how, including improvements made while performing the Services ("Channel XR Materials").

10.2 What Buyer receives. On payment in full, Channel XR grants Buyer a non-exclusive, perpetual, worldwide license to use, for its own internal operations, the deliverables described in the Quote and any Channel XR Materials built into them. Buyer owns a custom deliverable only if the Quote says so expressly, and then only on payment in full and excluding Channel XR Materials.

10.3 Buyer's materials. Buyer owns the content, data, software and marks it supplies and grants Channel XR a license to use them to perform the Agreement. Buyer warrants that it has the right to supply them.

10.4 No other rights. Nothing in the Agreement transfers any right in a manufacturer's or publisher's intellectual property. Buyer will not reverse engineer Channel XR Materials or remove proprietary notices.

11. BUYER DATA AND DEVICES

11.1 Data on devices. Buyer is responsible for backing up, and for removing, all data, accounts and locks on any device it sends to Channel XR. Channel XR may erase and reset any device it receives and is not liable for loss of data, software or settings.

11.2 Data Channel XR handles. Channel XR uses the information Buyer provides for the Services, such as device identifiers, network settings, user accounts and shipping contacts, only to perform the Agreement, to support the Products and to meet its legal obligations, and protects it with reasonable safeguards. Channel XR's Privacy Policy describes its handling of personal information.

11.3 Regulated data. Buyer will not give Channel XR, or load on any device in Channel XR's custody, data that is subject to special legal protection, including controlled unclassified information, export-controlled technical data, student education records, protected health information and payment card data, unless the Quote expressly provides for it and states the safeguards that apply.

12. CONFIDENTIALITY

12.1 Duty. Each party will keep confidential the other party's non-public business, technical and pricing information that is marked confidential or that a reasonable person would understand to be confidential. Each party will use that information only to perform or receive performance under the Agreement and will disclose it only to its employees, advisers and subcontractors who need it and are bound to protect it. Channel XR's Quotes and prices are its confidential information.

12.2 Exceptions and duration. These duties do not apply to information that is or becomes public through no fault of the recipient, that the recipient already knew or independently developed, or that it lawfully received from a third party. They do not prevent a disclosure required by law, including a public records law, if the recipient gives the other party prompt notice where the law allows. These duties last for three (3) years after disclosure and, for a trade secret, for as long as it remains a trade secret.

13. RETURNS AND CANCELLATIONS

13.1 All sales are final. Buyer may not cancel an accepted order or return a Product except as this Section, Section 4, Section 6 or Section 14 provides.

13.2 Cancellation. Buyer may ask to cancel an order before it ships. Channel XR may refuse, and will refuse where the order is a special order, has been placed with the manufacturer, or has been configured, provisioned or kitted. If Channel XR agrees, Buyer pays Channel XR's costs to the date of cancellation, including any manufacturer or distributor charges and the Services already performed.

13.3 Returns need authorization. No Product may be returned without a return merchandise authorization ("RMA") number issued by Channel XR in writing. Buyer requests an RMA by email to returns@channelxr.com within thirty (30) days after delivery, with the order number, the serial numbers, the reason and photographs. Channel XR decides each request in its discretion and will refuse any shipment that arrives without an RMA number.

13.4 What may be returned. Unless Section 14.2 applies, Channel XR will authorize a return only of a new Product that is unopened, in its original factory-sealed packaging and in resalable condition.

13.5 What may not be returned. The following may not be returned: (a) a Product that has been opened, used, activated, registered, configured, provisioned or kitted; (b) a special-order, custom-built or modified Product; (c) Software, licenses and subscriptions; (d) pre-owned, open-box, refurbished or used Products; (e) consumables; (f) Services already performed; and (g) any Product that has been shipped outside the United States and Canada.

13.6 Return shipment. Buyer ships an authorized return within ten (10) days after the RMA is issued, prepaid, insured and trackable, in the original packaging, with the RMA number on the outside. Risk of loss stays with Buyer until Channel XR receives the return. The serial numbers returned must match those shipped. Buyer must reset each device and remove all accounts and locks before return, or pay Channel XR's charge for doing so.

13.7 Refund. After inspection Channel XR will refund the price paid for a properly returned Product, less a restocking fee of fifteen percent (15%) to fifty percent (50%) of that price, set by Channel XR according to the Product's condition, completeness and market value, and less the value of any missing item. Shipping, handling, duties, payment processing fees and Services are not refunded. Refunds are made to the original payment method within thirty (30) business days after inspection.

14. NO WARRANTY FROM CHANNEL XR

14.1 Manufacturer's warranty only. Channel XR is a reseller and not the manufacturer. Products and Software carry only the warranty, if any, given by their manufacturer or publisher, which Channel XR passes through to Buyer to the extent it is allowed to. Channel XR itself gives no warranty on any Product or Software. Buyer must make every warranty claim directly to the manufacturer or publisher under its procedures. Channel XR may, without obligation, help Buyer reach the manufacturer, and is not responsible for the manufacturer's decision, timing or performance.

14.2 Products that arrive not working. If a new Product does not work when first unpacked, and Buyer reports it to returns@channelxr.com in writing, with photographs or video and the serial number, within thirty (30) days after delivery, Channel XR will, at its option, replace it, repair it, refund its price, or direct the claim to the manufacturer under the manufacturer's warranty. This Section is an accommodation to Buyer and is not a warranty by Channel XR. Channel XR does not ship a replacement before it receives the return. No restocking fee applies.

14.3 Services. Channel XR will perform the Services in a professional and workmanlike manner. If Buyer reports a failure to do so in writing within thirty (30) days after the Services are performed, Channel XR will, at its option, perform the affected Services again or refund the fees paid for them.

14.4 Pre-owned Products. A Product described as pre-owned, open-box, refurbished or used is sold AS IS and WITH ALL FAULTS, without any warranty from Channel XR or, unless the manufacturer states otherwise, from the manufacturer. Sections 13.4 and 14.2 do not apply to it.

14.5 What is not covered. Sections 14.2 and 14.3 do not cover a failure caused by accident, misuse, neglect, unauthorized modification or repair, use outside the manufacturer's instructions, third-party software or content, or anything Buyer supplied, or a Product whose serial number has been altered or removed.

14.6 DISCLAIMER. EXCEPT FOR SECTION 14.3, CHANNEL XR GIVES NO WARRANTY OF ANY KIND. AS BETWEEN CHANNEL XR AND BUYER, ALL PRODUCTS AND SOFTWARE ARE SOLD "AS IS". TO THE FULLEST EXTENT THE LAW ALLOWS, CHANNEL XR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CHANNEL XR DOES NOT WARRANT THAT ANY PRODUCT, SOFTWARE OR SERVICE WILL MEET BUYER'S REQUIREMENTS, WORK WITH BUYER'S SYSTEMS OR CONTENT, OR OPERATE WITHOUT INTERRUPTION OR ERROR.

14.7 Exclusive remedies. The remedies in Sections 7.6, 14.2 and 14.3 are Buyer's sole and exclusive remedies, and Channel XR's entire liability, for any defect or nonconformity in a Product, Software or Service.

15. LIMITATION OF LIABILITY

15.1 EXCLUDED DAMAGES. TO THE FULLEST EXTENT THE LAW ALLOWS, CHANNEL XR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, LOSS OF USE, DOWNTIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR DAMAGE TO REPUTATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CHANNEL XR WAS TOLD THAT THE DAMAGES WERE POSSIBLE.

15.2 CAP. TO THE FULLEST EXTENT THE LAW ALLOWS, CHANNEL XR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IS LIMITED TO THE AMOUNT BUYER PAID CHANNEL XR FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE THAT GAVE RISE TO THE CLAIM.

15.3 Independent limits. Sections 15.1 and 15.2 apply independently of each other and of Section 14.7, and apply even if an exclusive remedy fails of its essential purpose. The prices in the Quote reflect this allocation of risk.

15.4 What is not limited. Nothing in the Agreement limits liability that cannot lawfully be limited, including liability for fraud or willful misconduct.

15.5 Time limit for claims. Any claim by Buyer arising out of or relating to the Agreement must be started within one (1) year after the cause of action accrues, or it is barred.

16. INDEMNIFICATION

16.1 Buyer's indemnity. Buyer will defend, indemnify and hold harmless Channel XR and its members, managers, employees and agents from any third-party claim, and the resulting losses, damages, fines, costs and reasonable attorneys' fees, arising out of (a) Buyer's breach of the Agreement or of law; (b) Buyer's use, resale, export or modification of the Products, Software or deliverables, other than a claim caused by Channel XR's breach of the Agreement; (c) content, data, software, specifications or

instructions that Buyer supplied; or (d) the acts of Buyer's own users, customers and contractors.

16.2 Procedure. Channel XR will give Buyer prompt notice of the claim and reasonable cooperation at Buyer's cost. Buyer may not settle a claim in a way that imposes an obligation or an admission on Channel XR without its written consent.

17. EXPORT AND LEGAL COMPLIANCE

17.1 Export controls. Products, Software and technical information may be subject to United States export control and sanctions laws. Buyer will not export, re-export or transfer them outside the United States or Canada, or to any person, entity or end use that those laws prohibit, without the required government authorization, and is solely responsible for obtaining it. Buyer represents that it is not named on any United States government list of restricted parties.

17.2 Compliance. Each party will comply with the laws that apply to it in performing the Agreement, including anti-corruption laws. Channel XR provides no support, warranty assistance or returns for a Product that has left the United States and Canada.

18. FORCE MAJEURE

Channel XR is not liable for a failure or delay in performance caused by anything beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic, war, terrorism, civil unrest, labor disputes, government action, tariffs and trade restrictions, carrier and port delays, shortages of components or supply, manufacturer delay or allocation, and failures of utilities, networks or third-party platforms. Channel XR's time to perform is extended for as long as the cause continues. This Section does not excuse Buyer's obligation to pay for what has been delivered or performed.

19. GOVERNING LAW AND DISPUTES

19.1 Governing law. The Agreement is governed by the laws of the State of Ohio, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19.2 Negotiation. A party with a dispute arising out of or relating to the Agreement will give the other party written notice of it, and the parties will try in good faith to resolve it by direct negotiation for thirty (30) days.

19.3 Arbitration. A dispute not resolved by negotiation will be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before one arbitrator, seated in Cleveland, Ohio, in English. The arbitrator must apply these Terms, including Sections 14 and 15, and has no authority to award damages that they exclude. Judgment on the award may be entered in any court with jurisdiction. Each party bears its own costs and attorneys' fees, except as Section 5.4 provides.

19.4 Individual claims only. Disputes are arbitrated on an individual basis. Each party waives any right to bring or join a class, collective or representative proceeding, to the fullest extent the law allows.

19.5 What may go to court. Either party may ask a court for temporary injunctive relief to protect its intellectual property or confidential information. Channel XR may, at its option, bring an action in court to collect any amount Buyer owes or to recover Products in which it holds a security interest.

19.6 Courts. For any matter that goes to court, the state and federal courts located in Cuyahoga County, Ohio have exclusive jurisdiction. Each party consents to their personal jurisdiction and venue and waives any objection of inconvenient forum. EACH PARTY WAIVES TRIAL BY JURY to the fullest extent the law allows.

20. GOVERNMENT AND PUBLIC EDUCATION BUYERS

20.1 Who this applies to. This Section applies if Buyer is a federal, state, provincial, tribal or local government body, a public school district, or a public college or university.

20.2 Provisions the law does not let Buyer accept. If the law that governs Buyer prohibits it from agreeing to a provision of these Terms, including a provision on indemnification, governing law, venue, arbitration, jury waiver, late charges, attorneys' fees, confidentiality of public records or the time limit for claims, that provision applies to Buyer only to the extent that law allows, and the rest of the Agreement is unaffected. Buyer will identify the law it relies on when it invokes this Section.

20.3 Authority and funds. Buyer represents that the person accepting the Agreement is authorized to bind it and that funds for the order have been appropriated or are otherwise lawfully available.

20.4 Buyer's forms still excluded. Nothing in this Section adds to the Agreement any term of Buyer's purchase order or standard contract. Section 2.2 continues to apply.

21. GENERAL

21.1 Entire agreement. The Agreement is the entire agreement between the parties on its subject and replaces all earlier proposals, discussions and understandings on it. Buyer has not relied on any statement that is not in the Agreement.

21.2 Changes. The Agreement may be changed only in a writing that refers to it and is signed by an authorized officer of Channel XR and by Buyer, or by a revised Quote that Buyer accepts under Section 1.3.

21.3 Electronic signatures and records. The parties agree to do business electronically. An electronic signature, a typed name, a checked acceptance box and an email confirming acceptance each have the same effect as a handwritten signature. Electronic records of the Agreement are originals for all purposes.

21.4 Assignment. Buyer may not assign the Agreement or any right under it without Channel XR's written consent. Channel XR may assign the Agreement to an affiliate or to a successor to its business and may assign its right to payment.

21.5 Notices. A notice under the Agreement must be in writing. A notice to Buyer is given by email to the address on the Quote or order. A notice to Channel XR of a dispute, breach or claim must be sent by a nationally recognized courier to Channel XR LLC, 1427 E 36th St, Ste 4206C, Cleveland, OH 44114-4171, with a copy by email to the Channel XR contact on the Quote. Other notices to Channel XR may be given by email to that contact.

21.6 Relationship. The parties are independent contractors. The Agreement creates no partnership, agency or joint venture and gives no rights to any third party.

21.7 No waiver; severability. A failure or delay in enforcing a right is not a waiver of it. If a provision of the Agreement is held unenforceable, it will be enforced to the extent the law allows, and the rest of the Agreement remains in effect.

21.8 Survival. Sections 5, 9 through 12, 14 through 17, 19, 20 and 21, and any other provision that by its nature should survive, survive delivery, performance and termination.

21.9 Interpretation. Headings are for convenience only. "Including" means "including without limitation". "Written" and "in writing" include email. The Agreement is in English, and the English version controls.