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**FORCE MAJEURE:** Seller shall not be liable for any failure to perform its obligations under the Agreement resulting directly or indirectly from, or contributed to or by acts of God, acts of Customer, acts of terrorism, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control.

This Agreement shall be effective and applicable to any purchases made by Customer from the Seller pursuant to any credit established hereunder, regardless whether the amount or terms of credit provided by Seller to Customer is altered pursuant to the terms hereof.

*Effective as of January 1, 2016.*