



STANDARD TERMS AND CONDITIONS

8/1/2016

These Standard Terms and Conditions (the “Terms and Conditions”) shall apply to all Customer purchase orders, Supplier proposals or other contracts or agreements for the sale of goods and/or services (“Product” or “Products”) by Mounting Systems, Inc. (“Supplier”). The recipient and/or purchaser of any Product is referred to herein as “Customer.”

1. ORDERS.

1.1 Each Customer purchase order, or other contract or agreement for a proposed sale of Products by Supplier (an “Order”), constitutes an offer by such Customer for the purchase of the Products specified by Customer from Supplier in accordance with and subject to these Terms and Conditions. An Order will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier making, signing, or delivering to Customer any letter, form, or other writing or instrument acknowledging acceptance of the Order, including any accepted modifications of these Terms and Conditions, or (b) any performance by Supplier under the Order.

1.2 Each proposal made by Supplier to a Customer for a proposed sale of Products to Customer (a “Proposal”), constitutes an offer by Supplier for the sale of the Products set forth in the Proposal in accordance with and subject to these Terms and Conditions. A Proposal will be deemed accepted by Customer upon the first of the following to occur: (a) Customer making, signing, or delivering to Supplier any letter, form, or other writing or instrument acknowledging acceptance of the Proposal, including these Terms and Conditions, or (b) any performance by Customer under the Proposal, including, without limitation, the delivery of a deposit or partial payment.

1.3 **ABSENT WRITTEN ACCEPTANCE OF MODIFICATIONS BY SUPPLIER IN ACCORDANCE WITH SECTION 1.1(a), SUPPLIER EXPRESSLY REJECTS ANY TERMS AND CONDITIONS OFFERED BY CUSTOMER AT ANY TIME THAT ARE ADDITIONAL OR INCONSISTENT WITH THESE TERMS AND CONDITIONS, WHETHER OR NOT SUCH TERMS OR CONDITIONS MATERIALLY ALTER THE ORDER OR PROPOSAL, AND IRRESPECTIVE OF SUPPLIER’S ACCEPTANCE OF PAYMENT FROM CUSTOMER FOR PRODUCTS. THE FORM OF ORDER OR PROPOSAL, EACH IN THE FORM ACCEPTED OR OFFERED BY SUPPLIER IN ACCORDANCE HERewith, TOGETHER WITH THESE TERMS AND CONDITIONS, CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO CHANGE TO OR MODIFICATION OF THESE TERMS AND CONDITIONS SHALL BE BINDING UPON SUPPLIER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUPPLIER. SUPPLIER HEREBY NOTIFIES CUSTOMER THAT THESE TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS UNDER WHICH SUPPLIER AGREES TO BE BOUND, AND THESE TERMS AND CONDITIONS SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS AND WARRANTIES, AND COMMUNICATIONS, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE SUBJECT MATTER OF AN ORDER OR PROPOSAL, AS APPLICABLE, ABSENT WRITTEN ACCEPTANCE OF MODIFICATIONS BY SUPPLIER IN ACCORDANCE WITH SECTION 1.1(a).**

2. DELIVERY; INSPECTION; ACCEPTANCE.

2.1 The Product will be shipped/delivered to Customer FCA Plant/Port or DAP Project Site, as such terms are defined in Incoterms 2010 as established by the International Chamber of Commerce, as specified in the Order or Proposal. Title and risk of loss, and other shipping and delivery terms related to the Products will be governed by the terms of the Incoterms 2010 as established by the International Chamber of Commerce in accordance with the applicable method for shipping and delivery specified in the Order or Proposal, FCA Plant/Port or DAP Project Site, as applicable. Products shall be packed and marked by Supplier in a commercially reasonable manner in accordance with industry standards, and shall be shipped in accordance with any additional requirements of common carriers.

2.2 Customer shall inspect the Products within seventy-two (72) hours of the delivery of the Product in accordance with Section 2.1. Customer shall report any defective, nonconforming or missing Product to Supplier in writing within seventy-two (72) hours of the delivery of the Product in accordance with Section 2.1. Customer, in its reasonable discretion, may reject in writing all or any portion of the Products solely if it reasonably determines the Products are defective or nonconforming in accordance with the terms of the Order or Proposal, and for no other reason. If Supplier does not receive written notification from Customer within such seventy-two (72) hour period, Customer shall be deemed to have accepted the Product without reservation; the Product shall be deemed to conform in all respects to the Order or Proposal, as applicable; and Customer hereby waives and releases any and all rights to revoke its acceptance of the Products. Supplier hereby disclaims any and all liability regarding or related to any alleged defective, nonconforming or missing Products unless it receives notification thereof from Customer as set forth in this Section 2.2.

2.3 Without limiting any other provision hereof, upon the risk of loss for Products passing to Customer in accordance with Incoterms 2010, as established by the International Chamber of Commerce, in accordance with Section 2.1, Customer shall be solely responsible for all damages to or destruction of the Products, or any other losses related thereto, including, without limitation, any damages incurred during Customer’s installation of the Products.

2.4 Notwithstanding anything contained herein to the contrary, Supplier reserves the right to sell reconditioned or remanufactured Products to Customer.

2.5 Without limiting any other provision hereof or any other right or remedy of Supplier, whether hereunder, at law, in equity or otherwise, Supplier may, and reserves the right to, charge to Customer a restocking fee in the amount of twenty-five percent (25%) of the Price (as hereinafter defined) for any Product returned to Supplier for any reason.

3. PRICING; PAYMENT.

3.1 The “Price” of the Products shall be the purchase price stated on the face of the Order or Proposal, as applicable, as offered and accepted in accordance with Section 1. Supplier shall invoice Customer for the Price, together with any other amounts due to Supplier in connection therewith, within thirty (30) days of delivery of the Products. Customer shall pay such invoiced amount on a NET 30 basis from the receipt of such invoice,

except for any amounts reasonably disputed by Customer. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier, in its sole discretion, may require Customer to pay all, or a portion of, the Price in advance upon, or within a time period specified by Supplier, acceptance of an Order or Proposal in accordance with Section 1.

3.2 Customer shall be solely responsible for the payment of, and shall pay, any and all international, federal, state and local taxes, duties, and similar fees, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax, or customs or import fees, other than any tax computed on the income of Supplier.

4. LIMITED WARRANTY; LIMITATION OF LIABILITY.

4.1 Supplier warrants to Customer (i) that the Product will, at the time of shipment, conform to the specifications set forth in the Order or Proposal, as applicable, (ii) that Supplier will convey good title thereto, and (iii) that the Product will be delivered free from any lawful security interest or other lien or encumbrance unknown to Customer, with the exception of the lien of Supplier contemplated hereby. Supplier further provides the warranties expressly set forth in the document entitled "10 Year Limited Warranty" (the "Warranty"), if any, provided by Supplier to Customer in connection with the Order or Proposal, as applicable.

4.2 **EXCEPT AS SET FORTH IN SECTION 4.1 ABOVE AND THE WARRANTY, IF ANY, THE PRODUCTS ARE PROVIDED BY SUPPLIER ON AN "AS IS, WITH ALL FAULTS" BASIS, WITH NO WARRANTIES OF ANY KIND. EXCEPT AS SET FORTH IN SECTION 4.1 ABOVE AND THE WARRANTY, IF ANY, SUPPLIER DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. REPAIR OR REPLACEMENT OF THE PRODUCTS BY SUPPLIER IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY OF ANY BREACH OF WARRANTY. SUCH REPAIR OR REPLACEMENT SHALL ONLY BE MADE BY SUPPLIER UPON THE RETURN TO SUPPLIER OF SUCH DEFECTIVE OR NONCONFORMING PRODUCTS.**

4.3 **IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY ASPECT OF THESE TERMS AND CONDITIONS OR THE USE OR PERFORMANCE OF PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT OR CIRCUMSTANCE SHALL SUPPLIER'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE USE OR PERFORMANCE OF PRODUCTS SOLD HEREUNDER (WHETHER IN THE FORM OF ONE CLAIM OR MULTIPLE CLAIMS MADE AND REGARDLESS OF THE TIME FRAME OVER WHICH THESE CLAIMS ARE MADE), INCLUDING, WITHOUT LIMITATION ANY CLAIM FOR A BREACH OF WARRANTY, EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT OR PRODUCTS WHICH GIVE RISE TO SUPPLIER'S LIABILITY.**

5. EXCUSABLE DELAY. Without limiting Section 4, Supplier shall not be liable to Customer for any damages caused by any delay arising out of causes beyond its reasonable control, including any delays or failure to perform, if that delay or failure is caused by *force majeure*, including without limitation, war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes, epidemics, fire, flooding, lightning strike, hail, accidents, labor disputes, shortages of labor, materials, fuel or power, floods or other acts of God, acts or omissions of Customer, priorities required, requested, or granted for the benefit of the Federal or any state government, restrictions imposed by Federal or state legislation or regulations thereunder, or any cause, whether similar or dissimilar to those enumerated herein, which is beyond the control of Supplier.

6. TERMINATION; CHANGES. Customer may not terminate or otherwise modify an Order or Proposal after acceptance pursuant to Section 1 without the prior written consent of Supplier, which consent may be withheld, delayed or conditioned in Supplier's sole discretion, including, without limitation, the requirement by Supplier of Customer's payment of termination fees, a modified Price, or other fees, costs or expenses. Supplier reserves the right at any time to make changes in (a) the Product, or (b) the methods of packaging and shipping. No such changes shall reduce quality or performance of Products not shipped, but for which orders have been accepted by Supplier.

7. INSOLVENCY. In event Customer is insolvent as defined by the California Commercial Code ("UCC"), or in the event of any act of bankruptcy, whether voluntary or involuntary, or any insolvency proceeding instituted, by or against Customer, without limiting any other right or remedy available to Supplier hereunder, at law, in equity or otherwise, Supplier shall be entitled to (a) cancel any Order or Proposal, as applicable, then outstanding and receive reimbursement for its reasonable and proper cancellation charges, and any costs or expenses already incurred by Supplier in connection therewith, (b) refuse to ship any Products unless paid for in full by Customer prior to shipment thereof, and (c) stop delivery of Products in transit, and provide for the return of such Products to Supplier, unless paid for in full by Customer prior to delivery thereof.

8. INDEMNITY. Customer agrees to indemnify, hold harmless and defend Supplier, and its officers, directors, shareholders, employees, agents, and representatives from and against any and all liability, demand, claim, costs, expense, loss, damage, action, recovery, settlement or judgment, (including attorneys' fees), arising from or related to (a) any actions or omissions of Customer, or any of Customer's agents, employees, consultants or representatives, or (B) Customer's use or resale of the Products.

9. SECURITY INTEREST. As security for the prompt and complete payment and performance when due of all the Obligations (as defined below) of Customer, Customer hereby grants to Supplier, a continuing security interest in all of Customer's right, title and interest in and to all Product(s), and other property sold by Supplier to Customer from time to time, wherever located, whether now owned or hereafter acquired or arising, together with any and all cash proceeds and/or noncash proceeds from the sale of the Product(s) and any insurance proceeds received by Customer for the damage or destruction of the Product(s) (all of which being collectively referred to herein as the "Collateral"). **CUSTOMER AND**

SUPPLIER INTEND AND HEREBY ACKNOWLEDGE THAT THE OBLIGATIONS ARE “PURCHASE MONEY OBLIGATIONS” AS SUCH TERM IS DEFINED IN SECTION 9103 OF THE CALIFORNIA COMMERCIAL CODE (AS AMENDED AND IN EFFECT FROM TIME TO TIME, THE “UCC”) AND THE SECURITY INTEREST GRANTED TO SUPPLIER HEREIN WITH RESPECT TO THE COLLATERAL SHALL, AND IS INTENDED TO BE, A “PURCHASE MONEY SECURITY INTEREST” AS SUCH TERM IS DEFINED BY SECTION 9103 OF THE UCC AND WILL HAVE SUCH PRIORITY OVER OTHER SECURITY INTERESTS AS DETERMINED BY SECTION 9324 OF THE UCC. As used herein “Obligations” means all of Customer’s obligations to Supplier incurred in connection with the sale of the Product(s) and related services to Customer, and all other indebtedness, liabilities and obligations of Customer to Supplier, whether due or to become due, now existing or hereafter incurred or arising under, in respect of or in connection with the sale of the Product(s) and related services to Customer or this Agreement. Customer authorizes Supplier to file at any time financing statements, continuation statements, and amendments thereto that (a) specifically describe the Collateral, and (b) contain any other information required by the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Customer is an organization, the type of organization and any organizational identification number issued to Customer, if applicable. Customer shall from time to time endorse and deliver to Supplier all documents that Supplier may reasonably request, in form reasonably satisfactory to Supplier, to perfect and continue perfected Supplier’s security interests in the Collateral and in order to fully consummate all of the transactions contemplated hereunder. Supplier shall release, upon payment in full of the Obligations, all continuing security interests in the Collateral. Upon request, Supplier shall confirm in writing that the security interests in the Collateral have been released and that any financing statements have been terminated.

10. CONFIDENTIALITY. Customer agrees that all non-public, confidential or proprietary information disclosed before, on or after the date Customer receives these Terms and Conditions, by Supplier to Customer or its affiliates, or to any of Customer’s or its affiliates’ employees, officers, directors, partners, shareholders, members, managers, agents, attorneys, accountants or advisors (collectively, “Representatives”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” including, without limitation, manuals, system schematics, any materials shipped with the Products, technical and non-technical information including, but not limited to, undisclosed patent documents, business secrets, drawings, models, developments, know-how, equipment, fittings, algorithms and software programs which relate to past, current or future services or products of Supplier, particularly information regarding research, experimental work, development, design, technical specifications, financial information, production methods, marketing and sale strategies, customer lists and business forecasts (collectively, “Confidential Information”), will be held in strict confidence, and Customer and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence and will promptly return or destroy all documents provided to Customer by Supplier upon request by Supplier. Customer’s obligation to treat such information as confidential shall terminate ten (10) years after delivery of the Products. Customer shall: (a) use its best efforts to protect and safeguard the confidentiality of all such Confidential Information; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than in connection with its lawful use of the Product or otherwise in any manner to Supplier’s detriment, including without limitation, to reverse engineer, disassemble, decompile or design around Supplier’s proprietary services, products and/or confidential intellectual property; (c) not disclose any such Confidential Information to any person or entity, except to the Customer’s Representatives who: (i) need to know the Confidential Information to assist Customer, or act on its behalf, in relation to the use of the Product; (ii) are informed in writing by Customer of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to Customer that are no less restrictive than the terms and conditions set forth herein; (d) immediately notify Supplier of any unauthorized disclosure of Confidential Information or other breaches of the terms set forth herein by Customer or its Representatives of which Customer has knowledge; (e) fully cooperate with Supplier in any effort undertaken by Supplier to enforce its rights related to any such unauthorized disclosure; and (f) be responsible for any breach of the terms and conditions set forth herein caused by any of its Representatives. Any disclosure by Customer or its Representatives of any of Supplier’s Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a “Legal Order”) shall be subject to the following terms. Prior to making any such disclosure, Customer shall provide Supplier with: (x) prompt written notice of such requirement so that Supplier may seek a protective order or other remedy; and (y) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Customer remains subject to a Legal Order to disclose any Confidential Information, Customer (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Customer’s legal counsel, such Legal Order specifically requires Customer to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Customer shall defend, indemnify and hold harmless Supplier, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees, in connection with any claim, suit, action or proceeding arising out of or resulting from a breach of any representation, warranty or obligation set forth in herein by Customer or any of its Representatives.

11. NOTICES. All notices and other communications shall be in writing and shall be deemed to have been duly given (1) on the date delivered by hand; (2) twenty-four (24) hours following the date sent by overnight delivery service; or (3) on the third day after mailing if deposited in the U.S. mail, in any case addressed as set forth below for Supplier or as set forth in any written document provided by Customer to Supplier, or at such other addresses as any party may specify to the other, in writing, from time to time.

12. SALE OF GOODS ONLY. Customer acknowledges that Supplier owns or licenses all intellectual property rights, including, without limitation, all copyrights, patents and trademarks, in or used in connection with the Product(s) (“Intellectual Property”), and that nothing shall give Customer any right, title or interest in or to the Intellectual Property, except as expressly set forth herein. Customer agrees that it will do nothing inconsistent with Supplier’s ownership of or right to use the Intellectual Property, and shall not claim adversely to Supplier, or assist any third party in attempting to claim adversely to Supplier, with regards to such ownership or use. Customer agrees that it will not challenge the title of Supplier or Supplier’s right to use the Intellectual Property, or oppose any registration thereof. Furthermore, Customer will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Intellectual Property

13. COMPLIANCE.

13.1 In performing under any Order or Proposal, as applicable, these Terms and Conditions, all applicable governmental laws, regulations, orders and other rules of duly constituted authority will be followed and complied with in all material respects by both parties. The parties agree to make reasonable efforts to advise the other of any such matters affecting the other.

13.2 Customer acknowledges that Supplier has informed it that US law and US Export Administration Regulations govern, and may prohibit the reexport or other disposition of products and related technical data received by Customer or its customers without prior US government approval.

13.3 Customer agrees that diversion of Products from destinations identified in the "Shipper's Export Declaration" constitutes a fundamental and material breach under any Order or Proposal, as applicable, and these Terms and Conditions. If Products are diverted from intended destinations, the sale may be voided in the sole discretion of Supplier, and all right, title and interest in Products shall revert to Supplier. In the event of such breach, and without limiting any other right or remedy available to Supplier hereunder, at law, in equity or otherwise, Customer shall be liable to Supplier for all costs, fees and expenses incurred by Supplier in connection with recovery of Products, including reasonable attorney fees.

13.4 Customer represents, warrants and agrees that in performance of its obligations under any Order or Proposal, as applicable, and these Terms and Conditions, it will comply with the US Foreign Corrupt Practices Act and all similar laws, regulations and rules.

14. REMEDIES. Remedies reserved to Supplier in these Terms and Conditions shall be cumulative and in addition to any other remedies provided to Supplier at law, in equity or otherwise.

15. WAIVER; MODIFICATION.

15.1 No waiver of any provision herein shall constitute a waiver of any other. Failure by either party to enforce any provision of any Order or Proposal, as applicable, or these Terms and Conditions, shall not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time.

15.2 If any provision of any any Order or Proposal, as applicable, or these Terms and Conditions, is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

15.3 Oral statements and understandings are not valid or binding, and any Order or Proposal, as applicable, and these Terms and Conditions (a) shall not be changed or modified except by a writing signed by both parties, and (b) represent the entire agreement between the parties concerning the subject matter hereof.

15.4 In case of conflict between any Order or Proposal, as applicable, and these Terms and Conditions, the order of priority and application of terms shall be (a) any Order accepted by Supplier under Section 1.1(a) or Proposal, as applicable, (b) these Terms and Conditions, and (c) an Order accepted by Supplier under Section 1.1(b).

16. ASSIGNMENT. Customer may not assign any any Order or Proposal, as applicable, or its obligations thereunder without the prior written consent of Supplier, which consent may be withheld, delayed or conditioned in Supplier's sole discretion. Any Order or Proposal, as applicable, may be performed, and all rights thereunder may be enforced, against Customer by Supplier or by any subsidiary or affiliate of Supplier. Any Order or Proposal, as applicable, may also be assigned by Supplier to any subsidiary, affiliate or related company of Supplier, without Customer's consent.

17. GOVERNING LAW. Governing law shall be the internal laws of the State of California, without regard to its conflict-of-law rules. Any claims or disputes arising out of or relating to any Order or Proposal, as applicable, or these Terms and Conditions, shall be settled by binding arbitration in Sacramento, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties consent to the jurisdiction of the federal courts (or state courts, as applicable) in Sacramento, California to enforce such arbitration. Any decision or judgment obtained by a party in arbitration or in such courts shall be deemed, solely for purposes of enforcement in another jurisdiction as a foreign judgment, to be final and enforceable, and each party consents to the enforcement of such decision or judgment in a foreign jurisdiction without further action by the enforcing party. The parties acknowledge and agree that the obligations of the parties set forth in these Terms and Conditions are to be performed in the State of California, that any prejudice suffered by a party hereunder would be suffered in the State of California and would result from a fault or act taking place in the State of California, that the parties by agreement have submitted any disputes arising hereunder to binding arbitration and such courts, and that each party recognizes and agrees to these exclusive dispute resolution proceedings and the jurisdiction of such courts. The prevailing party shall be entitled to reasonable attorney's fees and costs in connection with such arbitration, or any suit or action commenced in connection with an Order, Proposal or these Terms and Conditions. United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Order or Proposal, or these Terms and Conditions.

18. NO AGENCY. It is understood and agreed that each party shall have the status of an independent contractor under any Order or Proposal, and these Terms and Conditions, and that nothing therein shall be construed as authorization for either party to act as agent for the other. It is also understood and agreed that the relationship is not that of joint venture partners, partners or franchisor and franchisee.

19. ENTIRE AGREEMENT. These Terms and Conditions, and any Order or Proposal pursuant to Section 1, constitute the entire, complete and exclusive agreement between the parties regarding the Products, and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter thereof. The provisions of these Terms and Conditions shall survive the expiration or termination thereof indefinitely.