



Ashville, Ohio

Founded 1882



www.ashvilleohio.gov

200 East Station Street • Ashville, Ohio 43103

Phone: 740-983-6367 • Fax: 740-983-4703 • Email: ashville@ashvilleohio.gov

September 9, 2014

Mayor
Charles K. Wise

Council
Glenn Cook
Nelson Embrey
Brian M. Garvine
Todd Henson
Jim Mathers
Tracie N. Sorvillo

Clerk-Treasurer
April Grube

Planning & Zoning
Rebecca Kirk
Todd Henson
Keith Moore
Terry Moore
Mayor Charles K. Wise

Chief of Police
Douglas E. Clark

Tax Administrator
Patricia Cavinee

Village Administrator
Franklin Christman

Service Superintendent
David E. Ballard

Ohio Environmental Protection Agency, Central District Office (CDO)
Division of Surface Water
Sheree Gossett-Johnson, Compliance and Enforcement
Attn: DSW Enforcement Supervisor
50 West Town Street, Suite 700
Columbus, Ohio 43215

Regarding: Director's Final Findings & Orders NPDES Pickaway County 4PC00005
Reporting on SEP Progress

Dear Ms. Gossett-Johnson:

The Village of Ashville is responding to the Director's Findings and Orders involving the Special Environmental Project (SEP):

8. In lieu of paying the remaining thirty thousand dollars (\$30,000.00) of the civil penalty, Respondent shall implement a supplemental environmental project ("SEP") consisting of spending thirty-five thousand dollars (\$35,000.00) to replace and/or install some or all of the following components of its potable water system. The SEP amount may include the cost of equipment and its installation, but shall not include any other costs or fees associated with this project. The SEP shall be considered complete upon Respondent's spending thirty-five thousand dollars (\$35,000) for appropriate equipment and its installation in compliance with Order No. 8 and Respondent's compliance with Order No. 10. Installation of components shall be done in the order listed and in accordance with the following schedule:
 - a. Within four (4) months of the effective date of these Orders, replace the four meters within the water treatment plant (WTP) (WTP effluent, WTP raw, and two blend meters) with MAG meters.

The enclosed documents will confirm the purchase, invoicing and payment for item 8. a. four (4) meters. As of this date three (3) meters have been installed and the fourth will be installed the evening of September 9, 2014. Once we have received the invoice from HD Water Services and made payment, we will communicate the fulfillment of 8. a. progression toward the \$35,000 SEP. The expenditure of \$10,267.95 leaves a balance of \$24,732.05.

If you have additional questions please call me at 740/983-7132, cell phone 470/207-1842, or email me at fchristman@ashvilleohio.gov.

Anticipating the Future,

Franklin Christman, Village Administrator

Glenn Cook, Utility Committee Chair

cc: Mayor Wise
James Welsh

Village Council
April Grube

Jeff Kerr
Lindsay Mayse

Thomas Bouts

enclosure

“

It will be a welcoming place where people want to live and businesses prosper.”

VOUCHER
OFFICE OF THE VILLAGE
FISCAL OFFICER
Village of Ashville, Pickaway County, OH

Payable To

Siemens Industry, Inc.
P.O. Box 371-034

City: Pittsburgh State PA Zip Code 15251-7034

Expense Code Purchase Order #

Fund	Program	Object	Beginning Balance	Cost	Remaining Balance	
1	<u>5701-800-590-0000</u>	<u>120-2014-BC</u>	<u>\$35,000.00</u>	\$10,267.95	\$24,732.05	Remain Open X
2	-	-		\$0.00	\$0.00	
3				\$0.00	\$0.00	
4				\$0.00	\$0.00	
Total Amount			\$35,000.00	\$10,267.95	\$24,732.05	

.....
ATTACH REQUISITION FORM, INVOICES, STATEMENTS, CHARGE SLIPS AND PURCHASE ORDERS, ETC.

Authorized for payment this 28 day of

August, 2014

Franklin Christman

Department Head

Supervisor

Cust PO No 1172014 Cust PO Date 07/30/2014 Quotation No
 Sales Order No 3005011254 Sales Ord Date 07/30/2014 Lock Box No 0371034

Invoice No 5567599344	Date 08/05/2014
Customer No 30477666	Page 1 of 3

Bill To: VILLAGE OF ASHVILLE PO Box 195 ASHVILLE OH 43103	Sold To: VILLAGE OF ASHVILLE PO Box 195 ASHVILLE OH 43103	Ship To: VILLAGE OF ASHVILLE PO: 1172014 200 STATION ST E ASHVILLE OH 43103-1532
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Remit check payments to: Siemens Industry, Inc. PO Box 371-034 Pittsburgh PA 15251-7034	Remit Incoming Wires To: Citibank New York 111 Wall Street New York, NY 10043 USA ABA# 021000089 SWIFT Code:CITIUS33 Account# 30824166 Send Remittance Instructions To: ar.industry@siemens.com -OR- Fax To: 678-566-7915	Remit Incoming ACH's To: Mellon Bank 500 Ross Street Pittsburgh, PA 15262 ABA# 043000261 SWIFT Code:MELNUS3P Account# 0370968 Send Remittance Instructions To: ar.industry@siemens.com -OR- Fax To: 678-566-8915
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Delivery#: SI6004007297596	Ship Pt: Spring House Regular Shipments,US	Ship Date: 08/05/2014
INCO Terms: Prepaid and Add	Carrier/Route: Conway Freight	Pro No: 979445261

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
10	7ME65802YJ142AA2 Sitrans FM MAG5100W Magnetic Flowmeter HTS: 9026902000 ECCN: EAR99 Country Of Origin: CN Customer PO item #: 000010	PC	2	822.75	1,645.50
20	TGX:001F0020 Grounding Ring,2 in, SS flat HTS: 9026904000 ECCN: EAR99 Country Of Origin: US Customer PO item #: 000020	PC	4	93.00	372.00
30	7ME65804HJ142AA2 Sitrans FM MAG5100W Magnetic Flowmeter HTS: 9026902000 ECCN: EAR99 Country Of Origin: CN Customer PO item #: 000030	PC	1	1,170.00	1,170.00
40	TGX:001F0060 Grounding Ring,6in, SS flat HTS: 9026904000 ECCN: EAR99 Country Of Origin: US Customer PO item #: 000040	PC	2	209.25	418.50
50	7ME65804PJ142AA2 Sitrans FM MAG5100W Magnetic Flowmeter HTS: 9026902000 ECCN: EAR99 Country Of Origin: CN Customer PO item #: 000050	PC	1	1,407.75	1,407.75



Invoice

Cust PO No 1172014 Cust PO Date 07/30/2014 Quotation No
 Sales Order No 3005011254 Sales Ord Date 07/30/2014 Lock Box No 0371034

Invoice No 5567599344 Date 08/05/2014
 Customer No 30477666 Page 2 of 3

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
60	TGX:001F0080 Grounding Ring,8in, SS flat HTS: 9026904000 ECCN: EAR99 Country Of Origin: US Customer PO item #: 000060	PC	2	220.50	441.00
70	7ME69101AA101AA0 MAG 5000, IP67 / NEMA 4X/6,115V HTS: 9026102080 ECCN: EAR99 Country Of Origin: US Customer PO item #: 000070	PC	4	969.75	3,879.00
80	A5E01181647 Cable Kit (Standard + Special) 33 ft. ea HTS: 9026904000 ECCN: EAR99 Country Of Origin: IT Customer PO item #: 000080	PC	2	110.25	220.50
90	FDK:085U1053 WALL MOUNT KIT, 1/2"NPT HTS: 9026904000 ECCN: EAR99 Country Of Origin: DK Customer PO item #: 000090	PC	2	168.75	337.50
100	FDK:085U0220 USM POTTING KIT HTS: 3907300000 ECCN: EAR99 Country Of Origin: US Customer PO item #: 000100	PC	2	104.25	208.50
Notes:					
Shipping & Handling					167.70
State Taxes					590.40
County Taxes					154.01
Total Tax					744.41

Total Wt.: 36.194 LB Currency: USD Invoice Total: 11,012.36

Payment Terms: Net Due 30 Days Net Due By: 09/04/2014

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Siemens

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government Entity

Purchaser must state a valid reason for claiming exception or exemption.

Village of Ashville

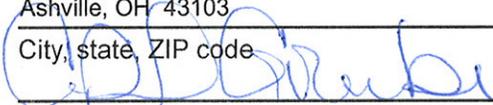
Purchaser's name

200 East Station Street

Street address

Ashville, OH 43103

City, state, ZIP code



Fiscal Officer

Signature

Title

August 28, 2014

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

1. Applicable Terms. These terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
 2. Pricing & Payment. The prices shall be: (a.) as stated in Siemens' proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
 - (a) Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
 - (b) Credit Approval - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
 - (c) Installation Shipment - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
 - (d) Taxes, Shipping, Packing, Handling - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than \$400 are subject to a \$25 handling fee.
 - (e) Finance Charge - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
 - (f) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
 - (g) Collection - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
 3. Delivery; Title; Risk of Loss. Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.
 4. Deferral and Cancellation. Buyer shall have no deferral rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.
 5. Force Majeure / Delays. If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay.
 6. Buyer's Requirements. Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.
 7. Limited Warranty. (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.
 - (b.) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.
 - (c.) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer "as is, with no warranties of any kind." Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.
 - (d.) Limited Warranty Period. Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.
 - (e.) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.
 - (f.) Transferability. The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.
- THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
8. LIMITATION OF LIABILITY. NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.
9. Patent and Copyright Infringement. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.
10. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.
11. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
12. Changes in Work. Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
13. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
14. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
15. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
16. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
17. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.