

DISCLAIMER AND AGREEMENT

- **Agreement as to Governing Law and Jurisdiction.** By placing an order or bargaining for any livestock, goods, wares or services offered, promoted or otherwise presented herein through this World Wide Web site, you agree that this Disclaimer and Agreement (hereafter “Agreement”) and any sale, claim, dispute, disagreement or controversy, whether in contract, tort or otherwise between you and WW BOER GOATS, Its agents and/or assigns (hereafter “Supplier” and/or “Distributor”), shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Oklahoma without regard to conflicts of laws principles. By placing an order or bargaining for any goods, wares or services offered or promoted herein, you agree further to the exclusive jurisdiction of the State and Federal courts of the State of Oklahoma for resolution as to any dispute, disagreement or controversy you have now or that may develop in the future, concerning any such goods, services or contact. In particular, you agree that the District Court of Mayes County, Pryor, Oklahoma will be the exclusive jurisdiction for any and all such claims other than claims as to which federal jurisdiction is exclusive, in which case jurisdiction shall reside exclusively with the United States District Court, Northern District of Oklahoma in Tulsa County, Tulsa, Oklahoma.
- **Limitation of Liability.** In the sole discretion of Supplier, Customer’s sole remedy for delivery and/or distribution of diseased livestock, defective or nonconforming livestock, goods, wares or services shall be limited to receipt of: (1) a credit equal to the sum paid by Customer to Supplier; or, (2) a refund check equal to the sum paid by the Customer to Supplier. **IT IS EXPRESSLY AGREED BETWEEN CUSTOMER AND SUPPLIER THAT UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, PROFIT LOSSES OR OTHER LOSSES OR EXPENSES CLAIMED BASED ON LIVESTOCK, DISEASE, GOODS, WARES OR SERVICES PURCHASED BY CUSTOMER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUPPLIER IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUPPLIER. THESE EXCLUSIONS OF TYPES OF DAMAGES AND THE LIMITATIONS ON THE AMOUNT OF DAMAGES SET FORTH HEREIN APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. THESE EXCLUSIONS OF TYPES OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.**

- **Limitation of Actions.** No action, regardless of form, arising hereunder may be commenced more than one year after the cause of action has accrued.
- **Indemnification.** Customer agrees to and shall indemnify Supplier for all claims, damages and expenses arising out of acts, omissions, errors or negligence of Customer in association with any matter referenced herein.
- **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
- **Hyperlinks.** This Web site contains pages of hyperlinks to other resources on the Internet. These links are provided as citations and aids to help you identify and locate other Internet resources that may be of interest, and are not intended to state or imply that Supplier sponsors, endorses or is affiliated or associated with, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links.
- **Attorney Fees and Costs.** The prevailing party of any dispute hereof will be entitled to reimbursement from the other for reasonable attorney fees and costs expended in association with such dispute.
- **Severability Clause.** If any provision of this Agreement or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
- **Entirety of the Agreement.** This Agreement sets forth the entire agreement and understanding between the parties, and the parties agree that any other prior or contemporaneous representations or understandings not explicitly contained in this Agreement, whether written or oral, have no legal or equitable value, force, or effect.