1. Controlling Provisions. (a) Generally. This document is an offer or counter-offer by Osburn, LLC ("Seller"), to sell the goods and/or services that are identified in this document to Buyer ("Buyer"). By accepting this document, Buyer acknowledges that this document, made available in accordance with these Terms and Conditions of Sale ("Terms" and "Conditions"), is not an offer to sell or an invitation to treat but an offer to agree on the terms and conditions herein, and are expressly conditioned upon acceptance of such terms and conditions. Seller hereby objects to any form of counter-offer to this offer. (b) Acceptance. Buyer shall be deemed to have made an unconditional acceptance of this offer and the terms and conditions herein on the earliest of the following to occur: (i) Seller’s receipt of a copy of this Contract (or any amendment thereto) which is attached or signed by Buyer. (ii) Buyer’s payment of any amounts due under this Contract. (iii) Buyer’s delivery of any products under this Contract. Buyer’s acceptance of any other term or condition of this offer this CONTRACT (INCLUDING ALL ITEMS EXPRESSLY INCORPORATED HEREIN BY REFERENCE), CONSTITUTES THE FINAL EXPRSSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERWORADINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY SELLER AND BUYER. Seller’s sales representatives are without authority to change, modify or alter the terms of this contract. (c) Acceptance. Buyer shall be deemed to have made an unconditional acceptance of this offer and the terms and conditions herein on the earliest of the following to occur: (i) Seller’s receipt of a copy of this Contract (or any amendment thereto) which is attached or signed by Buyer. (ii) Buyer’s payment of any amounts due under this Contract. 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