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11. **Feedback.** Kern welcomes comments regarding the Site. If you submit comments or feedback to us regarding the Site, they will not be considered or maintained as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

12. **Disputes.** These Terms are governed by the laws of the state of Wisconsin, without regards for its conflict of law principles. Venue is exclusively in Milwaukee County, Wisconsin, with respect to any dispute arising under these Terms unless otherwise determined by Kern in its sole discretion. If there is a dispute, the prevailing party will be entitled to recovery of its costs and expenses, including reasonable attorneys' fees. The United Nations Convention for the International
Sale of Goods does not apply. Any cause of action or other claim with respect to the Site must be commenced within one year after the cause of action or claim arises.

13. **Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent.

14. **Third-Party Beneficiaries.** These Terms do not confer any rights, remedies, or benefits upon any person other than you, except that our affiliates are third-party beneficiaries of these Terms.

15. **Entire Agreement.** These Terms, including our Privacy Policy, are the entire agreement between you and Kern with respect to your access to and use of the Site. Kern's failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Kern. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of Kern's successors and assigns.

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