

Introduction

As used in this Agreement, the terms, “we,” “our” and “Vita-Mix” refer to Vita-Mix Corporation and the terms “you” and “your” refer to the person accepting these terms and conditions.

To begin the enrollment process, you will need to review the terms of the agreement and indicate your acceptance of these terms by clicking "I Agree" at the bottom of the page. Once you have agreed to the terms, you will be linked to our Affiliate Application. After you submit a complete Affiliate Application via our website, we will evaluate your application and notify you of your acceptance or rejection in a timely manner. We have no obligation to accept you as a Vita-Mix Affiliate. The terms of this Agreement will become binding upon our acceptance of your Affiliate Application and will end immediately when terminated by either party. Either party may terminate this agreement at any time, with or without cause, by giving the other party written notice of termination. If this Agreement is terminated or we notify you of a breach by you, you shall be required to remove all Vita-Mix graphic and/or textual links (each of these links referred to herein as "Links" or, individually, as a "Link") within 24 hours of receipt of notice. The first sale of a Vita-Mix 5200 under this Affiliate Program is not eligible for commission. (Hereafter 'Vita-Mix 5200' refers to all model combinations that include the 5200 blender.) ***To remain an active Affiliate, you must sell 6 Vita-Mix machines each year***, before your anniversary date. Commissions earned through the date of termination will remain payable only if the related Vita-Mix product orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct commission is paid. We may offset the amount of any commissions previously paid on Products or accessories which are subsequently returned against any commissions due to you.

Q1: Who is eligible to participate in the Vita-Mix Affiliate Program?

A: The Affiliate Program is a Vita-Mix owner program for our loyal customers who use and want to promote the use of the Vita-Mix by others. You must own a Vita-Mix 5000 or 5200 to be considered for the Vita-Mix Affiliate Program. Vita-Mix will need to confirm, or you will need to provide, proof of ownership of a Vita-Mix 5000 or 5200 before Vita-Mix will consider your Affiliate application for approval. Proof of ownership is determined by the serial code number located below the barcode on back of the base of your Vita-Mix machine. Vita-Mix confirms the ownership status of every Affiliate Program applicant.

B. For promotional reasons such as non-profit organizations, Vita-Mix may, in its sole discretion, allow someone who does not own a Vita-Mix 5000 or 5200 to become a Vita-Mix Affiliate.

Q2: Who is ineligible to participate in the Vita-Mix Affiliate Program?

A: The Affiliate Program is not available to Vita-Mix employees, family members of Vita-Mix employees who reside in the same household and persons currently serving as Vita-Mix show demonstrators.

The Vita-Mix 5200

Q3: What are the qualifications needed to earn commission on the sale of Vita-Mix 5200 products and accessories?

A: All orders must contain your ID Code, as Vita-Mix 5200 models are billed and shipped directly to your customer by Vita-Mix. Vita-Mix 5200 models must be purchased by your customers by one of the following methods:

1. Your customer may click on the Vita-Mix link on your website and place the order in the Vita-Mix electronic store;
2. Your customer may contact the Household Sales Department at Vita-Mix, via phone, fax or email, and place the order; or
3. You may contact the Household Sales Department at Vita-Mix, via phone, fax or email, and place the order for your customer.

Q4: What must my customers do so that I receive commission on a sale?

A: To receive a commission on the sale of a Vita-Mix machine:

1. Your customer must use your ID Code when placing the order for you to get your commission and for your customer to receive free standard shipping.
2. Commission rates are as follows: 15% of net sales for qualifying Vita-Mix 5200 machines and 5% of net sales on accessories. The term "net sales" means the aggregate amount actually paid to Vita-Mix for qualifying purchases, excluding amounts attributable to sales taxes, duties, and shipping and handling charges.
3. Sales of any Vita-Mix product below the approved Affiliate pricing guidelines will not qualify for the Affiliate commission. The ***minimum*** qualifying prices for machine sales to be eligible for commission are \$349 US and \$499 Canadian. Vita-Mix will not pay a commission on any machine sold for less than the applicable minimum qualifying price. For example, commissions will not be paid on machines priced below the minimum qualifying price as a result of a promotion, sale, clearance or other special offer by Vita-Mix. Vita-Mix reserves the right to adjust the minimum qualifying prices at any time upon notice to Affiliates as set forth in Q7 below.

Q5: How often are commissions paid?

A: Commissions will be paid quarterly on those qualifying sales on which Vita-Mix has received payment in full and verified that the machine has not been returned by the customer. In the event that a commission has been paid to you and we have to refund payment to a customer in respect to the products or accessories to which the commission relates, we will set off such sum against future commissions due you, or we may demand repayment from you. The commissions to be paid under this Agreement may not be assigned by you to any third party.

Q6: How will my customers receive their orders?

A: Customers purchasing Vita-Mix 5200 products and accessories through the Affiliate Program will be deemed customers of Vita-Mix. The Vita-Mix 5200 models are billed and shipped directly to your customer by Vita-Mix.

Q7: How does the relationship between me, Vita-Mix, and my customers function? Am I required to follow Vita-Mix policies and operating procedures?

A: All Vita-Mix rules, policies, terms and conditions and operating procedures concerning customer

orders, customer service, and Vita-Mix product sales will apply to those customers. We may change our policies and operating procedures, including pricing, at any time. Vita-Mix will, in its sole discretion, determine the prices to be charged for Vita-Mix products sold under the Affiliate Program in accordance with our own pricing policies. You may not include price information on your website other than pricing information that is made available on the Links we provide to you. Prices and availability of Vita-Mix products may vary from time to time. As a result, you are specifically required to subscribe to receive Vita-Mix's quarterly newsletter, "Whirled News," and any special edition thereof, to ensure that you will receive the latest policy changes, product updates and Vita-Mix news. We will use commercially reasonable efforts to present accurate information, but we do not guarantee or warrant the availability or price of any particular product. Vita-Mix reserves right to refuse to sell or allow any of its products to be sold to any person, including, but not limited to, any person Vita-Mix believes is causing, or is likely to cause, harm to the image or reputation of the company or to the image, reputation or marketability of our products

General Terms & Conditions

Publicity/Use of our name

Q8: What are the restrictions on my ability to use and publicize the Vita-Mix name and/or its products?

A: You cannot create, publish, distribute, or print any material that makes reference to Vita-Mix or uses our name or any of our trademarks, or trade names for any marketing or promotional materials, whether print, broadcast or electronic, without first submitting such material to Vita-Mix and receiving our written consent. Vita-Mix Affiliates are also prohibited from displaying in fairs, trade shows, and exhibitions or any public forum where Vita-Mix is present or displaying. You can view the Vita-Mix Show Schedule at www.vitamix.com for current show listings. Vita-Mix Affiliates may not interfere with the sales process of Vita-Mix show personnel. Vita-Mix Affiliates may NOT place the name Vita-Mix, Vita-Mix product names, Vita-Mix Free Shipping, any Vita-Mix trademark or trade name, or any derivative thereof in internet page titles or domain names. UNDER NO CIRCUMSTANCES WILL YOU PERMIT, ENABLE OR ALLOW THE NAME VITA-MIX, ANY OF VITA-MIX'S TRADEMARKS, TRADE NAMES, PRODUCT NAMES, OR ANY DERIVATIVES OF ANY OF THE ABOVE LEAD DIRECTLY TO ANY OTHER WEBSITE ON THE INTERNET!

Relationship of parties

Q9: What is my relationship with Vita-Mix? What obligations am I solely responsible for?

A: The parties to this Agreement are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Members of the Affiliate Program are "independent businesses" and are not considered to be employees or agents of Vita-Mix. As an independent business, you are in no way authorized to represent or to make claims for or on behalf of Vita-Mix, directly or indirectly, written or otherwise expressed, or to bind Vita-Mix in any way without the prior written consent of Vita-Mix. All advertising, literature, etc. of Vita-Mix products must be pre-approved in writing by Vita-Mix. We are not responsible for any content or information other than that which is produced by us and then only so long as the same has not been altered or used inappropriately. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this section. You are responsible for all of your own expenses and all taxes and workers compensation which are payable or required for you to conduct your activities under this Agreement, and you shall indemnify Vita-Mix accordingly.

Disclaimers

Q10: Are there other terms and conditions of the Affiliate program that I need to be aware of?

A: We make no express or implied warranties or representations with respect to the Affiliate network or any Vita-Mix products sold through the Affiliate networks (except our standard product warranty and our money-back guarantee), including without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

Website eligibility

Q11: Will the way I organize my website affect my eligibility for the Affiliate Program?

A: We may reject your Application if we determine in our sole discretion that your website is unsuitable for the Affiliate Program. By way of example, websites that contain material that is harmful, threatening, defamatory, obscene, explicit, harassing, or racially, ethically, or otherwise objectionable will be deemed unsuitable. This includes websites that promote explicit materials, violence, discrimination (whether based on sex, religion, nationality, disability, sexual orientation, or age) or illegal activities that infringe or otherwise violate any copyright, trademark, trade name, or other intellectual property rights, or are unsuitable for linking to any Vita-Mix website, or which may bring Vita-Mix into disrepute.

Website Link for Vita-Mix 5200

Q12: Do Links to the Vita-Mix website need to be approved? Am I responsible for order entry, payment processing, shipping, or any others issues related to the sale?

A: We will be responsible for providing the information necessary to allow you to make appropriate Links for the Vita-Mix 5200 models from your website to our website; however, all Links must be approved in writing and in advance by us. We will be solely responsible for processing orders placed on our website by a customer following a Link from your website or otherwise contacting Vita-Mix (see above) to place an order using the ID Code. Tracking sales statistics will be available to you at a later date. We reserve the right to reject any order. We will be responsible for order entry, payment processing, shipping, cancellations, returns, and customer service related to the purchase.

Promotion of our Affiliate relationship

Q13: How can I put a Link to the Vita-Mix website on my own website? How will my customers be assured that I am a member of the Affiliate Program?

A: As an Affiliate, we will make available to you one or more Links for use on your website that, subject to the terms and conditions hereof, you may display on relevant areas of your website. These Links will be made available through our online business building site or by contacting us directly. The Links will serve to identify your website as a member of our Affiliate Program and will establish a link from your website to ours.

Affiliate website responsibilities

Q14: What are the rules regarding online marketing of Vita-Mix products?

A: You agree that Vita-Mix reserves the right to refuse to sell, or allow any of its products to be sold, to any person, including, but not limited to, any person Vita-Mix believes is causing, or is likely to cause, harm to the image or reputation of the company or to the image, reputation or marketability of our products. If we allow you to promote our products on your website, you agree to abide by the following conditions:

1. USAGE OF LINKS:
 - In utilizing the Links, you as an Affiliate, agree that you will cooperate fully with us in order to establish and maintain such Links.
 - In order to permit accurate tracking and reporting, you will be responsible for ensuring that the Links between our website and yours are properly formatted.
 - If you qualify and agree to participate as an Affiliate in our Program, you shall display Links prominently in relevant areas of your website subject to any and all limitations herein and only with our prior written consent.
 - You agree to use the Links in a manner that will in no way affect or alter the look, feel, or functionality of Vita-Mix's website. Without limiting the foregoing, you are expressly prohibited from framing our website in any manner, including without limitation causing your website's tool bar to appear on our website.
 - You agree not to alter, modify, or expand the Links in any way without our express prior written consent.
2. RIGHT TO MONITOR:
 - Vita-Mix has the right to monitor your website at any time to determine if you are in compliance with the terms of this Agreement.
3. AUCTION SITES ARE PROHIBITED:
 - You agree not to buy or encourage others to buy Vita-Mix 5200 products through your links for subsequent resale. Sale of Vita-Mix products (new, used or reconditioned), parts or accessories or special Vita-Mix offers or benefits, such as shipping codes, dealer or affiliate codes, coupons or discounts, on auction sites such as eBay® or similar sites or stores, is strictly prohibited.
4. COUPON SITE POSTING IS PROHIBITED:
 - You acknowledge and agree that you are strictly prohibited from directly or indirectly posting your Affiliate Code or any other form of advertisement or promotion related to the Vita-Mix Affiliate Program on **any** coupon website that promotes coupons or savings codes.
5. SEARCH ENGINE MARKETING IS NOT THE ACCEPTABLE WAY TO MARKET YOUR VITA-MIX AFFILIATE BUSINESS:
 - You agree that neither Vita-Mix Corporation nor the name Vita-Mix, nor Vita-Mix's trademarks, trade names, products or product names can be used in your website's URL or title.
 - You acknowledge and agree that bidding on any of the registered Vita-Mix names, trademarks, trade names or product names (or confusingly similar names) on any pay-for-placement search engines including, but not limited to, overture.com®, findwhat.com®, google.com or Ask Jeeves®, is strictly prohibited.
6. PROHIBITED USES OF "VITA-MIX" NAME AND INTELLECTUAL PROPERTY:
 - You are prohibited from using Vita-Mix logos on your website. Affiliate Program logos have been provided in the Affiliate Portal.
 - You are prohibited from using any registered Vita-Mix names (or confusingly similar names) on your website.

7. YOUR WEB MARKETING CAN NOT RESEMBLE VITA-MIX OR VITA-MIX PROPERTY
 - You acknowledge and agree that you are prohibited from cutting and pasting any Vita-Mix advertising, marketing, newsletters, or other web text, pictures, links or content onto your website. You may however, link to pages on VitaMix.com that you wish to use. This can be done via banners, photos or web modules.
 - You may not utilize, advertise or otherwise promote any Vita-Mix promotional code or coupon without first obtaining our written permission.
8. CONTACT INFORMATION MUST BE VISIBLE ON YOUR WEBSITE:
 - Your website must include your contact information (including physical address, phone, fax and email addresses and numbers and the name of a primary contact person) in a location easily identifiable and accessible by the average consumer on your website.
9. MARKETING IS THE RESPONSIBILITY OF THE AFFILIATE:
 - * A portion of the commissions you earn are intended to reimburse you for costs you may incur in establishing and maintaining your website. You are responsible for the design and promotion of Vita-Mix products on your website. Vita-Mix has provided website marketing tools for your use located in the Affiliate Portal.
 - It is not the responsibility of Vita-Mix or the purpose of the Affiliate Program to assist you in properly conducting and/or marketing your business. We have, however, provided promotional tools in the Affiliate Portal for you and have assigned each Affiliate an Account Manager to help with questions about the Affiliate program. Vita-Mix also will frequently send out the Affiliate Program e-newsletter, with important program information. It is your responsibility to make sure Vita-Mix has a valid email address for you, so you can receive this important e-newsletter.

If any of the above conditions have not been met, Vita-Mix reserves the right to (i) revoke your right to link to our website, (ii) terminate your participation in the Affiliate Program, (iii) terminate your right to receive commissions, regardless of whether such commissions were previously earned, due or payable, or (iv) take any combination of the above referenced actions.

Obligations regarding your website

Q15: What are my responsibilities regarding the Affiliate website I create and use?

A: You will be solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. Such responsibilities include, but are not limited to, the technical operation of your website and all related equipment; the accuracy and propriety of materials and information posted on your website (including but not limited to, all Vita-Mix product-related materials); ensuring that materials posted on your website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability for all such matters and for any content on your websites. Further, you will indemnify and hold us harmless for all claims, damages, and expenses, including, but not limited to attorneys' fees, relating to the development, operation, maintenance, and contents of you website.

Q16: Am I allowed to replicate the look of the Vita-Mix Internet address or website when creating my own?

A: YOU HEREBY AGREE THAT YOUR WEBSITE WILL NOT, IN ANY WAY, COPY OR RESEMBLE THE LOOK AND FEEL OF OUR WEBSITE NOR WILL YOU DO ANYTHING TO CREATE THE IMPRESSION THAT

YOUR WEBSITE IS OUR WEBSITE OR PART OF OUR WEBSITE, INCLUDING WITHOUT LIMITATION, FRAMING OUR WEBSITE IN ANY MANNER. YOU ALSO HEREBY AGREE THAT YOUR WEBSITE WILL NOT CONTAIN ANY CONTENT OF OUR WEBSITE OR ANY MATERIALS WHICH ARE PROPRIETARY TO VITA-MIX, EXCEPT: (A) WITH OUR PRIOR WRITTEN PERMISSION OR (B) IF THE MATERIALS WERE OBTAINED BY YOU VIA THE VITA-MIX BUSINESS BUILDING SITE IN ACCORDANCE WITH THE PROVISIONS HEREOF OR THE POLICIES OR INSTRUCTIONS THEREIN. YOU FURTHER HEREBY AGREE THAT YOUR DOMAIN NAME OR PAGE ADDRESSES DO NOT CONTAIN THE WORDS VITA-MIX, INC. OR ANY VARIATION THEREOF.

Product Demonstrations

Q17: What rules do I need to follow to conduct a demonstration of any Vita-Mix machine or product at an event or a Vita-Party?

A: You are encouraged to perform live demonstrations of Vita-Mix machines and products at events or as part of the Vita-Party program. Before conducting any demonstration you must first review the safety, food preparation and dress code standards and guidelines set forth in the Vita-Party manual that is posted in the Affiliate Portal in the Vita-Party section. You hereby acknowledge that you have read and understood each of the demonstration guidelines published by Vita-Mix and agree to abide by each of those standards and guidelines at all times during any demonstration you conduct, arrange or sponsor.

Q18: What are my obligations to Vita-Mix when I perform live demonstrations?

A: You will be responsible for all losses and liabilities incurred by you or any third party as a result of or in connection with any demonstration conducted, arranged or sponsored by you. You hereby agree to indemnify, defend and hold harmless Vita-Mix in accordance with the provisions set forth in Q23. We strongly recommend that you check with your insurance agent to ensure that you have sufficient insurance to cover you in the event of an accident, personal injury or property damage to you or any third party as a result of or in connection with any demonstration conducted, arranged or sponsored by you.

Licenses and usage of Vita-Mix logos and trademarks

Q19: What rights do I have to use Vita-Mix logos and trademarks?

A: We grant you a non-exclusive, non-transferable, revocable right to 1) access our website through the Links solely in accordance with the terms of this Agreement and 2) to use our marks and logos (the "Marks") only in the format that we have provided to you (or such other images or messages for which we grant prior express written permission, hereafter "Pre-approved Images") solely in connection with such Links and only as permitted herein. You may not alter, modify, or change the Marks or Pre-approved Images or message in any way. You are only entitled to use the Marks to the extent that you are a member in good standing of the Affiliate Program. You cannot make any use of any Marks or any Pre-approved Images for purposes other than Links without first submitting a sample to us and obtaining our prior written consent. You agree that you will not in any way dispute, or do anything to impair the validity of, our rights in our Marks or our ownership and right to use and control the use of our Marks. You further agree that all permitted uses of our Marks by you shall inure to our benefit of and on behalf of us and agree that nothing in this Agreement shall give you any right, title or interest in our Marks other than to use the Marks strictly in accordance with this Agreement. You agree not to use the Marks in any manner that is

disparaging, portrays us in a negative light or that may adversely affect the goodwill of Vita-Mix or its Marks. We may revoke your status at any time by giving you written or verbal notice. You grant us a non-exclusive license to utilize your names, titles, and logos ("Affiliate Marks") to advertise, market, promote, and/or publicize in any manner, provided however, that we shall not be required to do so. This license shall terminate upon the date of termination of this Agreement.

Representations and warranties

Q20: What do as an Affiliate represent and warranty to Vita-Mix?

A: You hereby represent and warrant to Vita-Mix as follows:

1. You will use the Links only as authorized in this Agreement.
2. This Agreement has been duly and validly executed and delivered by you and upon our acceptance of your Affiliate Application constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
3. Your execution, delivery, and performance of this Agreement, and your consummation of the transactions contemplated hereby will not, with or without notice, lapse of time, or both, conflict with or violate any provision of law, rule, or regulation to which you are subject, any provision of your governing documents, or any agreement or other instrument applicable to you or binding upon your assets or properties.
4. You are the sole and exclusive owner of the Affiliate Marks and have the right and power to grant us the license to use the Affiliate Marks in the manner contemplated herein, and such grant does not and will not breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. No consent, approval, or authorization of, exemption by, or filing with any governmental authority or third party is required in connection with the execution, delivery, and performance of this Agreement or any other action taken by you under this Agreement.
5. To the best of your knowledge there is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the execution, delivery or performance of this Agreement, or the Affiliate Marks. To the best of your knowledge there is no basis for any such claim, action, or proceeding.

Modification

Q21: How may this Agreement be changed or modified?

A: We reserve the right to modify any terms and conditions contained in this Agreement at any time. A change notice will be posted on our website. Modifications may include, but are not limited to, changes of the scope of available commissions, commission schedules, payment procedures, and Affiliate network rules. If any modification is unacceptable to you, your only recourse and sole remedy is to terminate this Agreement. Your continued participation in the Affiliate network following our posting of a change notice or new agreement on our website will constitute your binding acceptance of the change.

Confidentiality

Q22: What information must be kept confidential?

A: Each of the parties hereto agrees to keep confidential all information obtained by such party as a result of entering into this Agreement including, without limitation, business and financial information, product designs, customer and vendor lists; and pricing and sales information, concerning us, you, or any of your or our affiliates. Such information shall not be utilized, directly or indirectly by either party for any purpose except as contemplated by this Agreement, or except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information to any person pursuant to an order issued by any court or administrative agency of competent jurisdiction, or otherwise as required by applicable laws, rules, regulations, or legal processes.

Limitation of liability and Indemnification

Q23: Are there limitations of liability and/or any indemnification obligations?

A: WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE NETWORK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE NETWORK WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

You hereby agree to indemnify, defend and hold harmless Vita-Mix and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees, any or all of the foregoing hereinafter referred to as "losses") insofar as such losses, or actions in respect thereof, arise from or are based on:

1. any claim that our use of the Affiliate Marks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, or any failure or breach of any representation, warranty, covenant, or agreement made by you herein, any misuse of our Marks;
2. any claim related to your website, including, without limitation, content therein not attributable to Vita-Mix; or
3. any death, personal injury or damage to or loss of any property as a result of or in connection with any act or omission by you or your agent in conducting, arranging or sponsoring any demonstration of a Vita-Mix machine or product.

Independent investigation

Q24: How important is it to read this Agreement?

A: You acknowledge that you have read this Agreement and agree to all its terms and conditions.

You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement, or operate websites that are similar to, or compete with, your website. You have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

Assignment

Q25: Can I assign my rights or obligations to another person?

A: You may not assign this Agreement or your rights and obligations hereunder by operation of law or otherwise, without our prior written consent; however, we shall have the right to assign this Agreement, our rights or our obligations, or any or all of the foregoing hereunder to any of our related or affiliated entities. Subject to that restriction, this Agreement will be binding on, for the benefit of, and enforceable against the parties and their respective successors and assignees.

Waiver of Default

Q26: What happens if Vita-Mix does not require me to meet one or more of my obligations?

A: Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right subsequently to enforce such a provision or any other provision of this Agreement.

Governing law

Q27: What law governs my relationship with Vita-Mix?

A: This Agreement will be governed by the laws of the United States and the State of Ohio, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in federal or state court located in Cleveland, Ohio, and you irrevocably consent to the venue and jurisdiction of such courts.