

# Drive Composer

## End-User License Agreement

### END-USER LICENSE AGREEMENT

**IMPORTANT - PLEASE READ CAREFULLY:** This End-User License Agreement together with the document as issued by ABB in which the details of the ordered license are included (“Order”) together the “EULA” is a legally binding agreement based on Swiss law between you (a natural person or legal identity) (hereinafter referred to as “you”) and ABB Switzerland Limited, Bruggerstrasse 66, CH-54000 Baden, Switzerland, [www.abb.com/drives](http://www.abb.com/drives) (hereinafter referred to as “ABB”) for the use of “ABB Drive Composer” software, which includes all computer software, control software, associated media, printed and electronic material and documentation as well as any modifications, updates, upgrades, new versions or releases, and derivative works, but excludes any Third Party Software (hereinafter referred to as “Product”) and not with any other party including any party from whom you may have downloaded the Product.

By downloading, installing, copying, accessing, clicking on an “accept” button, or other use of the product you agree to be you bound by the conditions of this EULA, including all modifications and additions that may belong to the Product.

You represent and warrant that you have the legal power and authority to enter into this EULA and that, if the licensee is an entity, this EULA is entered into by an employee or agent with all necessary authority to bind that entity to this EULA. If you have obtained a license of the Product for evaluation purposes, your use of the Product is only permitted for the period limited by the date specified in the Order. Notwithstanding any other provision in this EULA, an evaluation license of the Product is provided “AS-IS” without indemnification, support or warranty of any kind, expressed or implied.

If you do not agree to these terms: Do not (i) download, install, copy, access or otherwise use the Product (ii) click on an “accept” button; and promptly return the unused media, documentation, and proof of entitlement to the party from which it was obtained. If the Product was downloaded or otherwise installed, please destroy all copies of the Product.

### 1. GRANTING OF A LICENSE

ABB grants you a non-exclusive, non-transferable, limited and revocable license to use this Product, provided that you comply with all the terms and conditions of this EULA and have lawfully obtained the Product. The Product is owned or licensed by ABB and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

#### 1.1 Installation and use

If you have acquired a single-user license, you may install and use one copy of the Product on the single computer for which the license key is issued.

If you have acquired floating license(s) you may install copies of the Product on any number of computers, but at any given time, you can simultaneously use no more than the number of seats as included in the Order.

You may display the functional options that are specified in the Order, for their intended use as defined in the documentation, and within the configuration and capacity limits that are specified in the Order. You may not use, access or display functions that are not specified in the Order. You may not exceed the configuration and capacity limits that are specified in the Order. A License for the Product may not be shared or used concurrently on different computers.

#### 1.2 Your responsibilities

You shall: (i) co-operate with ABB in all matters relating to the Product; (ii) comply with any restrictions on permitted user types; (iii) provide ABB with such information and materials as ABB may reasonably require in order to provide the Product, and ensure that such information is accurate, timely and complete in all material respects; (iv) comply with ABB's reasonable instructions regarding the proper use of the Product as may be given in individual cases from time to time; (v) comply with applicable laws; and (vi) not disclose to any unauthorized person nonpublic information, specifications or data which are designated at the time of disclosure as confidential or are recognizable as being of a confidential nature.

#### 1.3 Storage

You are entitled to store a copy of the Product on storage media (e.g. a network server) in order to install the Product on your other computers and controllers on an internal network. However, for each device onto which you install the Product from the storage media, you will need to obtain a license and allocate this license to the device.

#### 1.4 License verification

Devices on which the Product is installed may automatically provide information to ABB in a hashed format to enable verification that it is properly licensed. By using the Product, you consent to the transmission of such information and ABB`s use of such information in accordance with the EULA.

#### 1.5 Third party software and open source software

The Product may include software, which is owned by a third party, including (but not limited to) free and open source software (hereinafter referred to as “Third Party Software”). Except to extent explicitly specified otherwise in the Order, for all Third Party Software, the terms and conditions of use of the third party licensor apply exclusively and you acknowledge and agree that (i) any contractual relationship related to your use of such Third Party Software is solely between you and the provider of such Third Party Software; (ii) it is your responsibility to assess the accuracy of using such Third Party Software;

and (iii) ABB will have no responsibility or liability related to Customer's use of such Third Party Software, to the extent permitted by applicable laws. The product documentation contains a list of free and opensource software and of the respective license terms.

### 1.6 Privacy

Please be informed that the Product includes Microsoft software which may collect and may send end user information to Microsoft as disclosed in Microsoft's privacy statement at <https://aka.ms/privacy>. Microsoft may from time to time change their privacy statement and such change will be notified to you in the Product. If you do not accept the terms of the privacy statement, this EULA shall be immediately terminated. You furthermore agree to comply with reasonable instructions given by Microsoft.

### 1.7 Cyber Security

This Product is designed to be connected to and to communicate information and data via a network interface. Except to the extent explicitly specified otherwise in this EULA, it is your responsibility to (i) provide and continuously ensure a secure remote connection; and (ii) establish and maintain the security of your systems, hardware, and software, in particular those that directly or indirectly connect to the Product. In addition, and except as explicitly specified otherwise in this EULA, you will without undue delay, completely and accurately implement any software updates or upgrades provided by the respective vendors and/or by ABB, as applicable. ABB and its affiliates are not liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.

## 2. RIGHTS TO PRODUCT

The Product is protected by copyright and other intellectual property rights, including, but not limited to, patents. ABB or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, and not sold. You may not disclose to any third party the software or any information of commercial or technical nature provided by ABB as part of or in association with the Product.

## 3. OWNERSHIP OF PRODUCT

Subject to the rights granted to you by this agreement, you acknowledge that all and any proprietary rights in the Product, in particular copyrights, patents, trademarks and trade secrets, and in all associated documentation and other material related to the Product in each case now existing, or to be developed by ABB or you, shall be the sole property of ABB, its affiliates or its and their licensors ("ABB Content").

## 4. RESTRICTIONS

You shall have no right to access, copy, alter, make publicly available or in any other way exploit or use the source code of the Product. You agree that You shall not, except to the extent that such actions are explicitly permitted by mandatory applicable laws, attempt to reverse compile, decompile, disassemble or reverse engineer the Product, nor shall you amalgamate, amend, incorporate, modify, reproduce or otherwise alter the same into or with any other software.

You shall not attempt to make any part of the Product available to any third party or otherwise allow access to the same to any third party if not strictly necessary for the deployment of the Product and in any case under its direct liability and responsibility.

You will not in whole or in part (except as explicitly permitted in EULA (i) use the ABB Content for any third-party use, including license, sublicense, sell, resell, lease, transfer, assign, distribute, display, broadcast, disclose, or otherwise commercially exploit or make it, or any portion thereof, available to any third party in any manner; (ii) modify, tamper with, repair or make derivative works based upon the ABB Content; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Content (except to the extent that applicable laws prohibits reverse engineering restrictions, and then only as permitted by such laws); (iv) copy any ideas, features, functions or graphics of the ABB Content; (v) access or use the ABB Content in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in ABB Content; and/or (vi) remove, obscure, alter, or move ABB and its licensors' proprietary notices. Use of the ABB Content other than specifically permitted in the EULA, is expressly prohibited.

## 5. FEEDBACK

You may provide feedback or suggestions related to the Product to ABB. ABB is entitled to use such feedback and suggestions, even if they should be marked confidential without restrictions and any compensation to you.

## 6. DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. ABB PROVIDES YOU THE SOFTWARE "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THIS EULA. ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SOFTWARE WILL BE SECURE,

UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE REPORTS PROVIDED ARE ACCURATE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## 7. INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS

If a third party makes a claim concerning infringement of commercial property rights or copyright (hereinafter: Property rights) on you arising from the Product, or if use of the Product is impaired or prevented as a result, ABB will indemnify you against any third party claim, provided that (i) you promptly notify ABB in writing of the claim; (ii) ABB shall have the sole control of the defense of the claim and all related settlement negotiations; and (iii) you provide ABB with the assistance, information and authority necessary for ABB to perform its obligations under this section. ABB shall have no liability towards you in respect of an actual or alleged intellectual property right infringement if this results from any breach by you of (i) your commitments under these license terms or (ii) of any other agreement between you and ABB.

If the Product is held to constitute a third party property rights infringement, or such is considered by ABB to constitute such a legal infringement, ABB shall have the option, at its own expense, to: (i) change the Product so that it no longer constitutes an infringement to third party rights; (ii) obtain a license for you to continue using the Product notwithstanding such infringement; (iii) replace the Product with substitutes which do not constitute infringements to third party rights, provided that such substitutes do not entail a material diminution in performance or function, or (iv) take back the Product with reimbursement of the paid charges, minus a contributory figure for the time the Product has been used. Any additional claims concerning the infringement of the third-party property rights are excluded.

## 8. LIABILITY

### 8.1 Limited liability

Subject to Sections 8.2 and 8.3, ABB's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA shall be limited to a sum equal to the charges paid for the given Product giving rise to the claim in the 12 (twelve) months prior to the date on which the claim arose.

The Product gives and receives advice or data based on statistics and probabilities, which means they are only approximations. The equipment components also have different levels of stress and performance. So, You understand and agree that the conditions of individual equipment need to be assessed case by case by using

expert judgment and professionals. ABB is not accountable or liable for any damages (direct or indirect), costs, decisions or actions that happen or might have happened because of following or not following these advice or data received from the Product. The advice and data given by the Product are given as they are and there is no guarantee or promise about how accurate or correct they are.

### 8.2 Exclusions

ABB shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA, and even if ABB has been advised of the possibility of such damages, for (i) loss of profits, sales or business, agreements or contracts, anticipated savings, revenue, or damage to goodwill; (ii) business interruption, loss of production, loss of use or loss or corruption of data; (iii) costs of substitute goods, materials or services; or (iv) any indirect, consequential, incidental, special, punitive damages or exemplary loss.

### 8.3 Scope of limitations and exclusions

The limitation and exclusions to ABB's liability in Sections 8.1 and 8.2 do not apply (i) to damage caused by willful intent or gross negligence of ABB's representative or vicarious agents; (ii) in the event of bodily injury caused by negligence; (iii) liability according to mandatory product liability regulation or (iv) for any liability which cannot be limited or excluded by applicable laws.

The limitations and exclusions of liability also apply to the benefit of ABB affiliates, suppliers, licensors, subcontractors as well as ABB and their directors, officers, employees and representatives. You may not assert any claim for breach or non-performance under the EULA against ABB, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, unless you have given ABB written notice of the claim within 1 (one) year after you first knew or reasonably should have known of the facts giving rise to such claim.

## 9. INTEGRITY

"Applicable Integrity Laws means":

(i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); and

(ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of

goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and

(iii) *Human rights and anti-modern slavery laws*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

"Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

"Restricted Party" means any entity or person included in a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Party).

Parties' obligations. Both Parties hereby represent, warrant, and agree that they are knowledgeable as to, and will comply with, all Applicable Integrity Laws in connection with this EULA. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the EULA shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Integrity clause in connection with this EULA. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this EULA. It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. Further, for the avoidance of doubt, no provision of this clause or this EULA shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

Your obligations. You hereby represent, warrant, and agree that:

i) Notwithstanding anything in this EULA to the contrary, no amounts otherwise payable to You under this EULA shall be due and payable if and to the extent such are prohibited, restricted, or limited by Applicable Integrity Laws.

(ii) You have reviewed and understands ABB's Code of Conduct (available online at on-line at ABB Code of Conduct — ABB Group (global.abb) and other relevant Integrity-related ABB procedures that may be made available by ABB to You from time to time.

(iii) You acknowledge that you will be subject to ABB's ongoing due diligence and compliance monitoring processes. You shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's due diligence processes and shall provide ABB with any additional information on or certifications of compliance required upon request.

(iv) You shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity-related training.

(v) If, as a result of Trade Control Laws, the performance by ABB of any of its obligations hereunder becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the You of its inability to perform or fulfil such obligations. Once such notice has been received by You, ABB shall, subject to mandatory provisions of Applicable Law, be entitled to either immediately suspend the performance of the affected obligation under the EULA until such time as ABB may lawfully discharge such obligation or shall have the right to immediately terminate this EULA by notice in writing from the date specified in the said written notice. ABB will not be liable to the You for any costs, expenses or damages associated with such suspension or termination of the EULA.

(vi) ABB goods, services, and/or technology may be subject to trade restrictions, including dual-use and other trade controls. To the extent applicable, You shall, at Your own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever You are the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, You shall, at Your own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws. Digital Offerings, services, and/or technology that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. You must provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

(vii) You shall not solicit business from, nor seek to directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any goods, materials, parts, equipment, services, technology, technical data or software provided under this EULA to, or for the benefit of, any Restricted Person, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). You shall immediately notify ABB if it or any of its employees, officers, directors, affiliates, third parties engaged in connection with the EULA and/or any of its customers or end-users becomes a Restricted Person.

(viii) You represent and warrant that the Product shall not be installed, used, or applied in or in connection with (a) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (b) any military applications or (c) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

(ix) For the avoidance of doubt, no provision in EULA shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

(x) You are hereby informed, and will inform Your employees, officers, directors, and any affiliates or third parties engaged in relation to the EULA, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, or similar rules may be anonymously reported:

Telephone: +41 43 317 3367  
Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)  
E-mail: [ethics.contact@ch.abb.com](mailto:ethics.contact@ch.abb.com)  
Mail: ABB Ltd, Legal & Integrity,  
Affolternstrasse 44, 8050 Zürich,  
Switzerland

(xi) You shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Clause by You, Your affiliated parties or any third parties engaged by You in relation to the EULA. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or actual breach has occurred, You shall make available Your records, employees, officers, directors, and any affiliates or third parties engaged in relation to the EULA for any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to You for any claim, losses or

damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

(xii) Notwithstanding the foregoing or any other provision in the EULA, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Clause, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the EULA with immediate effect. Any claims for payment by You shall be automatically terminated and cancelled, and any payments previously made shall be forthwith refunded to the extent permitted under Applicable Integrity Laws. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to You for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, You shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violation to relevant authorities as required by Applicable Integrity Laws.

## 10. TERMINATION

This EULA will enter into effect as described in the introduction above and will remain in effect as set out in the Order or as terminated earlier in accordance with the following section.

Without limiting its other rights or remedies, ABB may terminate this EULA (in whole or in part) with immediate effect by giving written notice to you if (i) you are in breach of this EULA; (ii) You fail to pay any amount due under an order on the due date for payment; or (iii) there is a change in the laws in one or more countries applicable to the Product that would render the Product illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Product.

Upon termination or expiration of this EULA for any reason: (i) you will immediately uninstall the Product from your computer systems, and cease use of the Product and, if requested by ABB, provide ABB with evidence that you have done so; and (ii) the accrued rights, remedies, obligations and liabilities of the parties as at termination or expiration shall be unaffected, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination or expiration.

## 11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland excluding both its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

Any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by

arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English language.

Provided that according to the mandatory law the governing law is the law of United States of America, then the laws of the State of New York, excluding its conflicts of law rules, shall govern this EULA and your use of the Product.

## 12. HEADINGS

The headings of the various paragraphs and subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

## 13. SEVERABILITY

If any provision of this EULA is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

## 14. ENTIRE AGREEMENT

This EULA, including any addendum or amendment to this EULA that is included with the Product, is the entire agreement between you and ABB relating to the Product and they supersede all prior or contemporaneous oral or written communications, proposals, and representations, with respect to the Product or any other subject matter covered by this agreement. To the extent the terms of any ABB policies or programs for support services conflict with the terms of this agreement, the terms of this agreement shall control.

This End-User License Agreement is available in English. For the interpretation of this Agreement, only the English version shall control, taking precedence over all other versions in the event of contradictions or ambiguities between the individual versions.

## 15. TECHNOLOGY PREVIEWS

Pilot, trial, evaluation or beta features as provided by ABB to you free of charge in relation to the Product together with the Product ("Technology Previews") are designed to give you an outlook of upcoming technologies. They are non-final software versions. You understand and acknowledge the Technology Previews may contain defects and/or deficiencies.

ABB IS PROVIDING THE TECHNOLOGY PREVIEW TO YOU "AS IS". NO WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (INCLUDING

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), SHALL APPLY.

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