

terms) in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof", "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Section, Exhibit and Schedule references are to this Agreement unless otherwise specified. It is understood and agreed that neither the specification of any dollar amount in this Agreement nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter is or is not material for purposes hereof.

11.11. **Incorporation of Exhibits and Schedules.** The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. Disclosure of any fact or circumstance in any Schedule or Exhibit referenced by a particular section or paragraph of the Agreement shall be deemed to be disclosed with respect to any other paragraph or section regardless of whether an explicit cross-reference appears.

11.12. **Bulk Transfer Laws.** Buyer acknowledges that Seller will not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

11.13. **Deceptive Trade Practices Waiver.** Buyer waives the provisions of the Texas Deceptive Trade Practices Act, Chapter 17, subchapter E, Section 17.41 through 17.63, inclusive (other than 17.555, which is not waived), Texas Business and Commerce Code, or any similar legislation that supersedes such act. To evidence its ability to grant this waiver, Buyer represents and warrants to Seller that Buyer (i) is in the business of seeking or acquiring, by purchase or lease, goods