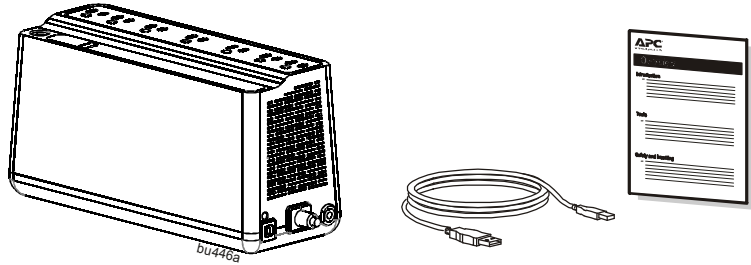


Inventory



Safety and General Information



SAVE THESE INSTRUCTIONS - This section contains important instructions that should be followed during installation and maintenance of the UPS and batteries.

- This UPS is intended for indoor use only.
- Connect the Back-UPS power cable directly to a wall outlet. Do not use surge protectors or extension cords.
- Replace batteries only with APC by Schneider Electric approved batteries (see *Replace Battery* section for details)
- When grounding cannot be verified, disconnect the equipment from the utility power outlet before installing or connecting to other equipment. Reconnect the power cord only after all connections are made.

CAUTION

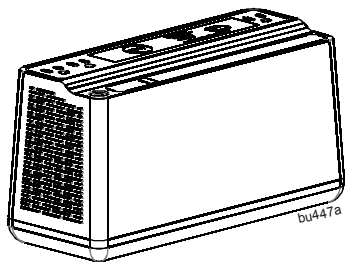
- Do not dispose of batteries in a fire. The batteries may explode.
- Do not open or mutilate batteries. Released electrolyte is harmful to the skin and eyes. It may be toxic.
- Before replacing batteries, remove conductive jewelry such as chains, wrist watches, and rings. High energy through conductive materials could cause severe burns.

Specifications

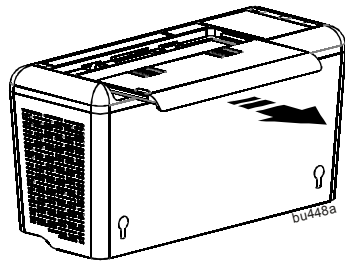
Model	BE600M1	BN650M1/ BN650M1-CA	BN675M1
Input	Voltage	120 Vac Nominal	
	Frequency	50/60 Hz ± 3Hz auto-sensing	
	Brownout Transfers	92 Vac Typical	
	Over-voltage Transfer	139 Vac Typical	
Output	UPS Capacity	600 VA, 330 W	650 VA, 360 W
	Total Amperage (AC outlets)	5.0A	5.42A
	Voltage - On Battery	115 Vac ± 8%	
	Frequency - On Battery	50/60 Hz ± 1	
USB Port	Transfer Time	6 ms Typical, 10 ms maximum	
	* Charging Current	1.5A	
	Charger compatibility	USB Battery Charging Specification 1.2	
Protection and Filtering	* Power output is dependent power drawn by the connected device. Check your device manufacturer to understand the maximum charging current for a given USB spec.		
	AC Surge Protection	Full time, 490 Joules	
	EMI/RFI Filter	Full time	
Battery	AC Input	Resettable circuit breaker	
	Type	Sealed, maintenance-free, lead acid 12V	
	Average Life	3 - 5 years, the number of discharge cycles and environmental temperature	
	Charging Time	10 hours. Using the USB ports while charging the battery will increase the amount of time required.	
Physical	Net Weight	7.7 lb (3.5 kg)	
	Dimensions LxWxH	10.8 in x 4.1 in x 5.5 in 27.4 cm x 10.5 cm x 13.9 cm	
	Operating Temperature	32° F to 104° F (0° C to 40° C)	
	Storage Temperature	5° F to 113° F (-15° C to 45° C)	
	Operating Relative Humidity	0 to 95% non-condensing humidity	
	Operating Elevation	0 to 10,000 ft (0 to 3000 m)	

Connect the Battery

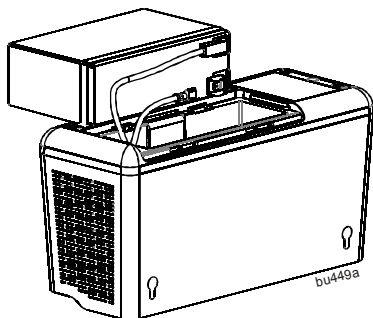
The Back-UPS is shipped with one battery cable disconnected.



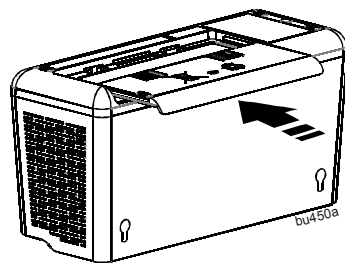
1 Remove the "Stop! Connect the Battery" label that covers the outlets.



2 Press the battery compartment cover release tabs located on the underside of the unit. Slide the battery cover off.

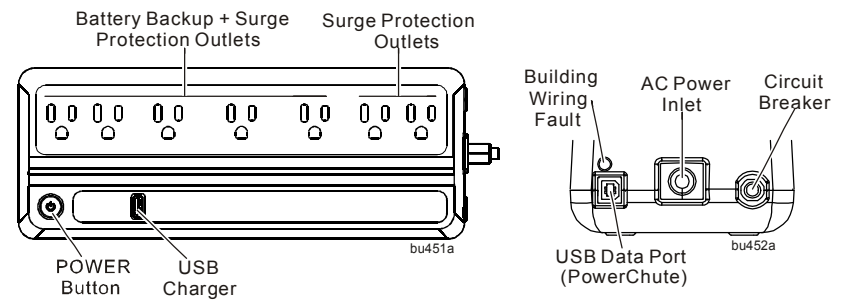


3 Connect the battery cable securely to the battery terminal. It is normal for small sparks to be seen when the battery cable is connected to the battery terminal.



4 Reinstall the battery compartment cover. Be sure that the release tabs lock into place.

Connect Equipment



Battery Backup + Surge Protection Outlets

Battery backup outlets provide protection to connected equipment when the Back-UPS is turned on and connected to AC power. Battery backup outlets receive power from the battery for a limited period of time when a power outage, or brownout condition occurs. Battery backup outlets provide protection from power surges or spikes. Connect a computer, monitor and other peripheral devices to these outlets.

Surge Protection Outlets

Surge protection outlets provide protection to connected equipment when the Back-UPS is connected to AC power, and is switched on or off. Surge protection outlets provide protection from power surges or spikes. Connect peripheral devices (such as printer, scanner, etc.) that do not need to remain on during power outages or AC problems to the surge protection outlets.

USB charging port

The USB port provides a maximum of 1.5A DC power. The USB port will provide power when the unit is on AC and on battery.

Turn On the Back-UPS

Press the POWER button located on the top of the Back-UPS. The POWER button will illuminate green and a single short beep will indicate that the Back-UPS is on and providing protection for connected equipment.

The Back-UPS battery charges fully during the first 24 hours while connected to AC power. The Back-UPS battery will charge regardless of whether the Back-UPS is switched on or off as long as it is connected to AC power. The UPS will have full runtime capability after the initial 24 hour charging period.

If the red Building Wiring Fault indicator (located on the end near the power cord) is lit, your building wiring may present a shock hazard that should be corrected by a qualified electrician.

Turn Off the Back-UPS

To turn off the Back-UPS, press the POWER button for at least 2 seconds. At the first beep, release the button and the UPS will turn off. A 2 second delay has been added to mitigate unintentional contact with the POWER button.

Quick Mute

The Back-UPS is able to temporarily mute user correctable alarms such as: On Battery, Battery disconnected and Overload.

During such alarms, a short press (less than 2 seconds) of the POWER button will temporarily mute the alarm until the condition has been reset. A short double beep will confirm that Quick Mute has been activated. Pressing the POWER button for more than 2 seconds will turn off the UPS.

Other critical events such as Battery replacement and Charger notification can not be temporarily muted. The unit in these cases must be turned off.

On Battery Indicator Modes

This Back-UPS has 3 On Battery Indicator modes provided that the UPS is turned on. To configure an On Battery Indicator mode, hold down the POWER button and wait for the third beep. At the third beep the POWER button will cycle red / green. Release the POWER button and its color will indicate the mode the UPS is in. Press the POWER button to cycle through each mode. See the table below for the mode selection colors. Once the mode has been selected, wait 5 seconds and the setting will be committed to the UPS.

Mode	Visual Indicator	Audible Indicator	Mode Selection Color
Quiet Alarm (default)	The POWER button is solid green and flashes twice every 2 seconds until Low Battery notification where it will flash green in rapid succession.	No alarm until Low Battery notification where the alarm beeps twice every 30 seconds	Flashing green
No Alarm		No alarm while the UPS is On Battery	Flashing red
Full Alarm		Alarm sounds 4 beeps every 30 seconds until Low Battery notification where the alarm beeps every half second. As the UPS shuts down it sounds one beep every 4 seconds	Flashing amber

PowerChute™ Personal Edition Software

Overview

Use PowerChute Personal Edition software to configure the UPS settings. Protect your computer and other equipment during a power outage. During a power outage, PowerChute will save any open files on your computer and shut it down. When power is restored, it will restart the computer.

Note: PowerChute is only compatible with a Windows operating system. If you are using Mac OSX, use the native shutdown feature to protect your system. See the documentation provided with your computer.

Installation

Use a USB cable to connect the Data port on the rear panel of the UPS to the USB port on your computer. On the computer, go to www.apc.com/tools/download. Select "Software Upgrades - PowerChute Personal Edition" in the "Filter by Software/Firmware" drop down menu. Select the appropriate operating system. Follow directions to download the software.

Status Indicators

Status	Power Button illumination	Audible Indicator On	Audible Indicator Terminates
Power On The Back-UPS is supplying AC power to connected equipment.	Solid green	None	N/A
On Battery Back-UPS supplying battery power to battery backup outlets.	Solid green and flashes twice every 2 seconds.	The audible alarm depends on the On Battery Indicator mode setting. See the <i>On Battery Indicator Modes</i> section for full details.	Beeping stops when AC power is restored or the Back-UPS is turned off. Applies only to modes where the on battery alarm is audible. - AC power is restored - AC is not restored within 32 seconds - The Back-UPS is turned off.
Low Battery notification The Back-UPS is supplying battery power to the battery backup outlets and the battery is near a total discharge state.	Flashes green in rapid succession.		
Low Battery shutdown The battery has been completely discharged while the Back-UPS is on battery, the UPS will shut down.	None		
Sleep Mode The UPS has shut down and will "awaken" once AC power is restored	None	None	N/A
Replace Battery • The battery is disconnected. • The battery needs to be charged, or replaced.	• Flashes red only. • Alternates green-red	• Constant tone • Constant tone	Back-UPS is turned off
Overload Shutdown An overload condition has occurred in one or more of the battery backup outlets while the Back-UPS is operating on battery power.	None	Constant tone	Back-UPS is turned off
USB Detected Fault A short circuit has been detected or an error has occurred.	Alternates green-amber	None	N/A

Voltage Sensitivity Adjustment (optional)

The Back-UPS detects and reacts to line voltage distortions by transferring to battery backup power to protect connected equipment. In situations where either the Back-UPS or the connected equipment is too sensitive for the input voltage level it is necessary to adjust the transfer voltage.

- Turn off the UPS while connected to a wall outlet.
- Press and hold the **ON/OFF** button for 10 seconds. The **POWER** button will alternate green-red to indicate that the Back-UPS is in **Program** mode.
- The **POWER** button will flash either green, amber, or red to indicate the current sensitivity level. Refer to the table for an explanation of the transfer voltage sensitivity levels.
- To exit **Program** mode wait five seconds and all LED indicators will extinguish. **Program** mode is no longer active.

LED Flashes	Sensitivity Setting	Input Voltage Range (AC Operation)	Recommended Use
Green	LOW	88 Vac to 142 Vac	Use this setting with equipment that is less sensitive to fluctuations in voltage or waveform distortions.
Red	MEDIUM	92 Vac to 139 Vac	Factory default setting. Use this setting under normal conditions.
Amber	HIGH	96 Vac to 136 Vac	Use this setting when connected equipment is sensitive to voltage and waveform fluctuations.

Service

If the unit requires service, do not return it to the dealer. Follow these steps:

- Review the *Troubleshooting* section of the manual to eliminate common problems.
- If the problem persists, contact Schneider Electric IT (SEIT) Customer Support through the APC by Schneider Electric Web site, www.apc.com.
 - Note the model number and serial number and the date of purchase. The model and serial numbers are located on the rear panel of the unit and are available through the LCD display on select models.
 - Call SEIT Customer Support and a technician will attempt to solve the problem over the phone. If this is not possible, the technician will issue a Returned Material Authorization Number (RMA#).
 - If the unit is under warranty, the repairs are free.
 - Service procedures and returns may vary internationally. Refer to the APC by Schneider Electric Web site for country specific instructions.
- Pack the unit in the original packaging whenever possible to avoid damage in transit. Never use foam beads for packaging. Damage sustained in transit is not covered under warranty.
- Always DISCONNECT THE UPS BATTERIES before shipping. The United States Department of Transportation (DOT), and the International Air Transport Association (IATA) regulations require that UPS batteries be disconnected before shipping.** The internal batteries may remain in the UPS.
- Write the RMA# provided by Customer Support on the outside of the package.
- Return the unit by insured, pre-paid carrier to the address provided by Customer Support

Replace Battery

Deliver the used battery to a recycling facility.



Replace the used battery with an APC by Schneider Electric approved battery. Replacement batteries can be ordered through the APC by Schneider Electric Web site, www.apc.com. Battery replacement part for Back-UPS BE600M1 / BN650M1 / BN650M1-CA / BN675M1 is **APCRBC154**.

APC by Schneider Electric IT Customer Support Worldwide

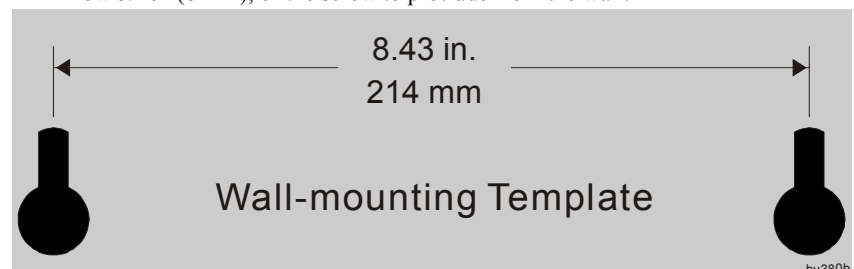
For country specific customer support, go to the APC by Schneider Electric Web site, www.apc.com.

Troubleshooting

Problem and Possible Cause	Solution
The Back-UPS will not turn on	
The Back-UPS has not been turned on.	Press the POWER button.
The Back-UPS is not connected to AC power, there is no AC power available at the wall outlet, or the AC power is experiencing a brownout or over voltage condition.	Make sure the power cord is securely connected to the wall outlet, and that there is AC power available at the wall outlet. Where applicable, check that the wall outlet is switched on.
The Back-UPS is on, the POWER button flashes red and the unit emits a constant tone	
The battery is disconnected.	Refer to the <i>Connect the Battery on page 1</i> .
Connected equipment loses power	
A Back-UPS overload condition has occurred.	Remove all nonessential equipment connected to the outlets. One at a time reconnect equipment to the Back-UPS. Charge the battery for 24 hours to make sure it is fully charged. If the overload condition still occurs, replace the battery.
The Back-UPS battery is completely discharged.	Connect the Back-UPS to AC power and allow the battery to recharge for ten hours.
PowerChute software has performed a shutdown due to a power outage.	This is normal Back-UPS operation.
Connected equipment does not accept the step-approximated sine waveform from the Back-UPS.	The output waveform is intended for computers and peripheral devices. It is not intended for use with motor driven equipment.
The Back-UPS may require service.	Contact Schneider Electric Technical Support for more in depth troubleshooting.
The POWER button is green and flashes twice every 2 seconds.	
The Back-UPS is operating on battery power.	The Back-UPS is operating normally on battery power. At this point the user should save all open files, and shutdown the computer. When AC power is restored the battery will recharge.
The POWER button flashes green in rapid succession.	
The Back-UPS battery has approximately two minutes of remaining runtime.	The Back-UPS battery is near a total discharge state. At this point the user should save all open files, and shutdown the computer. When AC power is restored the battery will recharge.
The Building Wiring Fault LED is red	
The building wiring presents a shock hazard that must be corrected by a qualified electrical.	Do not operate the Back-UPS. Call a qualified electrician to correct the building wiring fault.
The Back-UPS has an inadequate battery runtime	
The battery is not fully charged. The battery is near the end of useful life and should be replaced.	Leave the Back-UPS connected to AC power for ten hours while the battery charges to full capacity. As a battery ages, the runtime capability decreases. Contact APC by Schneider Electric at the Web site www.apc.com , to order replacement batteries.
USB charging is slow	
Charging a device using the UPS's USB charger is slower than the device's original USB charger	The amount of power a device draws depends on its compatibility with the USB Battery Charging Specification 1.2. Compatible devices can draw more power than devices that are less compatible.
USB charging stops and the Power On LED alternately illuminates green-amber	
The USB ports has detected a short circuit or has detected a fault.	Disconnect cable and device from the USB port. USB charging will resume when the POWER button turns green. Contact SEIT Technical Support if the POWER button remains green-amber.
The UPS and outlets are off but the UPS keeps beeping twice every 30 seconds (Quiet Alarm mode) or keeps beeping once every 4 seconds (Full Alarm mode)	
In this situation the voltage is not low enough to shutdown the UPS but not high enough to start the UPS and power the outlets. There is however enough voltage to charge the UPS.	Use Quick Mute to mute the alarm. The UPS will return to normal operation once the AC input voltage has returned to a normal range

Wall Mount Installation

- Horizontal installation, use 2 screws 8.43" (214 mm) apart.
- Allow 5/16" (8 mm), of the screw to protrude from the wall.



Warranty

Register your product on-line. <http://warranty.apc.com>

The standard warranty is three (3) years from the date of purchase. Schneider Electric IT (SEIT) standard procedure is to replace the original unit with a factory reconditioned unit. Customers who must have the original unit back due to the assignment of asset tags and set depreciation schedules must declare such a need at first contact with an SEIT Technical Support representative. SEIT will ship the replacement unit once the defective unit has been received by the repair department, or cross ship upon the receipt of a valid credit card number. The customer pays for shipping the unit to SEIT. SEIT pays ground freight transportation costs to ship the replacement unit to the customer.

EMC Compliance

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.



Select models are ENERGY STAR® qualified. For more information go to www.apc.com/site/recycle/index.cfm/energy-efficiency/energy-star/.



This UPS is certified to comply with California Battery Charger System regulations. For more information go to www.apc.com/site/recycle/index.cfm/energy-efficiency/cec-battery-charger/

TERMS AND CONDITIONS OF SALE

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Where an attachment to this Agreement or separate document referencing this Agreement consists of a quotation, the quotation remains open for acceptance for a period of thirty (30) days or such other period as specified in the quotation. Seller hereby rejects any additional or different terms or provisions contained in any purchase order, acknowledgment or other communication heretofore or hereafter received from Buyer. Seller's delivery of Products does not constitute an assent to any terms proposed by Buyer. Except for an officer of Seller, no representative of Seller has any authority to waive, alter, vary, amend, or add to the terms hereof. **THESE TERMS AND CONDITIONS OF SALE CONSTITUTE THE ENTIRE AGREEMENT ("AGREEMENT") BETWEEN SELLER AND BUYER WITH RESPECT TO THE MATTERS ADDRESSED HEREIN.**

2. PRICES: The prices for the Products are based on the terms and conditions herein, including the limitations of liability and warranties, and all such terms and conditions are material to the sale of the Products. In the event Seller fails to provide a price quote and/or terms prior to the acceptance of the order, Buyer will pay Seller's then-current list price for such Products. All quotations and invoices show the net selling price of each item quoted. In the event of a mathematical error, the quoted price per Product governs.

3. TERMS OF PAYMENT: Buyer will pay the fees specified in each invoice provided by Seller in United States Dollars within thirty (30) calendar days after the invoice date unless otherwise agreed to in writing by an authorized representative of Seller. Any amount due under this Agreement that remains unpaid after its due date will bear interest from the date that such payment became delinquent until the date it is paid in full at the lower of 1.5% per month, which equals an annual percentage rate of 18%, or the maximum rate permitted by law. Seller reserves the right to establish, revoke or modify credit terms for Buyer at any time. No discounts are allowed unless otherwise agreed to in writing by an authorized representative of Seller. Buyer will pay any collection fees, legal fees, or court costs incurred by Seller to collect past due amounts. No offsets or setoffs of payments due to Seller hereunder are allowed with respect to any other agreement between the parties. Seller hereby retains a lien on the goods sold for unpaid purchase money as herein provided.

4. TAXES AND OTHER CHARGES: In addition to the prices quoted or invoiced, Buyer will pay any sales tax, excise tax, use tax, value added or consumption tax, customs duty (that is assessed on the delivery of Product(s) to a destination outside of the U.S.A.), fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer. In the event Seller is required to pay any amount, Buyer will reimburse Seller therefore; or provide Seller, at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the same. Seller does not accept and will not pay any fines, penalties or chargebacks from Buyer for any reason.

5. DELIVERY, RISK OF LOSS, CLAIMS AND FORCE MAJEURE:

A. All prices quoted for products are Ex-Works (Incoterms 2010) at a shipping facility determined by Seller, unless otherwise noted by Seller ("**Seller's Shipping Facility**"). Risk of loss or damage, and beneficial ownership, of the Products are transferred to Buyer when the Products are made available to Buyer at Seller's Shipping Facility. All delivery dates are approximate.

B. Buyer will only make written claims to Seller for damages, shortages or other delivery errors within seven (7) calendar days after receipt of shipment. All Products received by Buyer, or Buyer's clients, customers, or agents, that are not rejected within such time will be deemed accepted. Failure to provide such written notice constitutes a waiver of all such claims regarding such shipment by Buyer. Buyer will not revoke acceptance.

C. Seller is not liable for any damage as a result of any delay or failure to deliver due to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, power outage, strike, civil unrest, weather, slowdown or other labor difficulties, war, riot, act of terrorism, delay in transportation, defaults of common carriers, inability to obtain necessary labor, materials or manufacturing facilities or, without limiting the foregoing, any other delays beyond Seller's control. Buyer's sole and exclusive remedy for any delays or for Seller's inability to deliver Products for any reason, in each case, that persists for more than ninety (90) days, is to cancel the order pursuant to Seller's Order Policies and Guidelines available upon request.

6. WARRANTY; DISCLAIMER. Products are warranted to be free from manufacturing defects under normal use and conditions for five (5) years (the "**Warranty Period**").

The warranty does not apply to: (a) Damage caused by accident, abuse, mishandling, or dropping; (b) Products which have been subjected to unauthorized repair, opened, or taken apart; (c) Products not used in accordance with directions; (d) Damages exceeding the cost of such Product; and (e) Damages caused by lightning, water, or condensation. If warranty service is required during the Warranty Period, and if examination shall disclose to Seller's satisfaction

that such Product was originally defective, then Seller will at its option repair or replace the product without charge upon prepaid delivery of such Product to Seller's facility with proof of date of purchase. Corrections of such defects by repair to or supplying of replacements for defective parts shall constitute fulfillment of all obligations of Seller.

Seller shall not be liable for loss, damage, or expense directly or indirectly caused from the failure of Products to perform as expected.

EXCEPT AS SET FORTH HEREIN, SELLER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF SELLER) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS EXCEPT TO REFER BUYER TO THIS AGREEMENT. BUYER WARRANTS THAT BUYER HAS NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS CONCERNING THE PRODUCTS OR THIS AGREEMENT.

For warranty service, call factory for RA number and send such Product prepared with sales receipt to: FUNCTIONAL DEVICES, INC., 101 COMMERCE DRIVE, SHARPSVILLE, IN 46068.

7. LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED OR SUSTAINED BY BUYER FOR ANY REASON. EXCEPT FOR CLAIMS OF DEATH OR PERSONAL INJURY, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY REASON (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING FROM NEGLIGENCE OR ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER HEREUNDER FOR ANY PRODUCT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT.

8. RETURNS: Unless otherwise approved by Seller in writing in its sole discretion, except in the case of a non-conforming shipment or a warranty issue, Buyer may not return Products. If Seller approves the return of Products pursuant to the preceding sentence, such returned Products must be returned within ninety (90) days from date of invoice and will be subject to a 25% restocking fee. In the event of a non-conforming shipment or a warranty issue, Buyer may return Products, but only if Buyer first: (a) provides notice to Seller as required in this Agreement, (b) obtains prior authorization from Seller, and (c) all Products or containers for which return is properly authorized have been marked with a return authorization number supplied by Seller. Buyer will make all returns via a traceable form such as Federal Express, UPS or insured mail and in resalable condition. Buyer will pay all return shipping charges and any other charges associated therewith.

9. CANCELLATIONS: Cancellation or deferment of all or part of an order is subject to acceptance by the Seller. If accepted, any reduction in quantity of any item to less than 85% of the original item quantity is subject to a 15% cancellation charge. If an order cancellation is accepted, the Buyer will make delivery and pay for all material manufactured and in stock or in process at time of notice for such order, and for any special materials on orders for which the Seller must take delivery.

10. EXPORTS. Buyer agrees that it will comply with any and all U.S. Export Controls and will not pay for, resell, transfer or knowingly sell Products in violation of U.S. Export Controls. If Buyer resells Products within or exports Products to a country or region which imposes upon Seller and/or Buyer an obligation to fund or undertake reuse, recycling, composting, recovery of Products, or any similar obligation (e.g., the European Union's Waste Electrical and Electronic Equipment Directive, EC 2002/96/EC) (the "**Obligations**"), Buyer shall wholly undertake the Obligations or duties and shall be entirely responsible for all associated costs therewith. Seller shall have no obligation to reimburse Buyer for execution of the Obligations. In the event that Seller is named in a proceeding based upon the Obligations, Buyer shall indemnify, defend and hold Seller harmless from all actions related thereto, including all civil and governmental actions.

11. MISCELLANEOUS. This Agreement is governed by the laws of the State of Indiana, without giving effect to its conflict of laws principles. Buyer hereby irrevocably consents and submits to the exclusive jurisdiction and venue of the state and federal courts in Marion County, Indiana. The United Nations Convention for Contracts for the International Sale of Goods is explicitly excluded. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired. No modification, addition or deletion, or waiver of any rights under this Agreement is binding on a party unless made in a non-preprinted agreement clearly understood by the parties to be a modification or waiver, and signed by a duly authorized representative of each party.