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6.5 Governing Law. The validity, interpretation and enforcement of this Agreement will be governed by the substantive laws, but not the choice of law rules, of the state of Kansas. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods.

6.6 Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

6.7 Injunctive Relief. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached and as such, the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement without proof of actual damages, this being in addition to any other remedy to which any Party is entitled at law or in equity.

6.8 Amendments and Waivers. This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will become and remain binding upon a Party only if such amendment or waiver is set forth in a writing by such Party. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party would otherwise have.

6.9 Severability. The provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable law, in each case so as to best preserve the intention of the Parties with respect to the benefits and obligations of this Agreement.

6.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

6.11 Entire Agreement. This Agreement shall constitute the entire agreement between Garmin and you with respect to the subject matter hereof and will supersede all prior negotiations, agreements and understandings of Garmin and you of any nature, whether oral or written, with respect to such subject matter.

6.12 Interpretation. In this Agreement: (a) headings are for convenience only and do not affect the interpretation of this Agreement; (b) the singular includes the plural and vice versa; (c) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; (d) a reference to a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate; a thing includes a part of that thing; and a party includes its successors and permitted assigns; and (e) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement. Any translation of this Agreement from English is provided as a convenience only. If this Agreement is translated into a language other than English and there is a conflict of terms between the English version and the other language version, the English version will control.