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No waiver by Worthington Industries of any term or condition set forth in these Terms shall constitute a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Worthington Industries to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held to be invalid, void, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remainder of the provisions will continue in full force and effect.

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At its option, Worthington Industries may seek all remedies available to it in these Terms, under law and in equity, including injunctive relief in the form of specific performance to enforce these Terms and any additional instructions, guidelines or policies issued by Worthington Industries (including those posted on the Website).

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