



GENERAL TERMS AND CONDITIONS OF SALE

1) GENERAL

These general terms and conditions (hereinafter these "**Terms**") apply to all offers and quotes issued by Renson NA (with registered office at 1910 N Josey Ln, Carrollton, TX 75006) (hereinafter referred to as '**Renson NA**'), to all orders placed with Renson NA, to all agreements concluded between Renson NA and its customer (hereinafter referred to as the '**Customer**') and to all invoices issued by Renson NA for the sale of the goods ("**Goods**"), irrespective of whether the place of residence or registered office of the Customer is located in the United States of America or abroad and irrespective of whether the delivery is to be made in the United States of America or abroad. Notwithstanding the foregoing, if the Parties have otherwise entered into a separate written agreement covering the sale of Goods covered hereby, the provisions of the separate written agreement shall prevail. These Terms, together with Renson NA's quotation, Order Confirmation (defined below), invoices, specifications, and any supplements or attachments thereto issued by Renson NA from time to time, shall constitute the entire agreement between Renson NA and Customer for each such sale of Goods (collectively, the "**Agreement**"). In the event of any inconsistency between these Terms and the other parts of the Agreement, the provisions of the Order Confirmation shall control with respect to the conflicting provision. Any conduct by Customer which recognizes the existence of a contract pertaining to the purchase of the Goods shall constitute acceptance by Customer of the Agreement, including but not limited to Customer's submission of an order, Customer's written approval of the Order Confirmation, acceptance of all or any part of the Goods or from payment by the Customer for all or any part of the Goods. This Agreement may not be modified, supplemented or otherwise altered, except by a written instrument signed by an authorized executive of Renson NA. **CORRADI USA'S WILLINGNESS AND COMMITMENT TO SELL GOODS TO CUSTOMER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS. CORRADI USA OBJECTS TO, EXPRESSLY REJECTS, AND SHALL NOT BE BOUND BY, ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, INCLUDING IN ANY PURCHASE ORDER, PORTAL, OR OTHER COMMUNICATION FROM CUSTOMER. THESE TERMS PREVAIL OVER ANY PREPRINTED TERMS AND CONDITIONS CONTAINED IN ANY ORDER OR OTHER DOCUMENT ISSUED BY CUSTOMER. SUCH ADDITIONAL OR DIFFERENT TERMS SHALL BE DEEMED A MATERIAL ALTERATION OF THESE TERMS AND DEEMED VOID AND UNENFORCEABLE.**

2) QUOTES

Quotes are valid for a period of one month from the date listed on the quote, unless expressly stated otherwise. In the event that certain cost price factors that affect the quote (such as, amongst others, but not limited to, duties and excise duties on the Goods to be delivered, freight rates, prices of parts or raw materials, energy costs, currency or labor costs) experience a demonstrable increase due to objective circumstances independent of the will of Renson NA, even if this occurs due to foreseeable circumstances, Renson NA shall be entitled, subject to revoke or withdraw its quote by providing simple notification (by letter, by e-mail or by any other usual communication channels used by Renson NA, such as an online portal) and any quote previously provided shall cease to be valid, and Renson NA will issue a new quote. Renson NA further reserves the right to revise any quote if factual data as communicated by the Customer and which were important in determining the price are incorrect or changed after the initial quote was provided.

3) OBLIGATIONS ON THE PART OF CORRADI USA

Renson NA shall be bound only in respect of those obligations that it has expressly entered into in writing. An agreement is only binding between Renson NA and the Customer at the time at which Renson NA sends an order confirmation or Goods are delivered and invoiced (collectively, an "Order Confirmation").

4) AMENDMENT OR CANCELLATION OF AN ORDER

Once accepted by Renson NA through an Order Confirmation, Customer has forty-eight hours from the time Renson NA sends the Order Confirmation to cancel or modify such order ("Cancellation Window"). After the Cancellation Window expires, Customer may not cancel or modify an order without Renson NA's prior written consent. In the event Renson NA agrees to an amendment or cancellation of an order beyond the Cancellation Window, the Customer shall pay the fee(s) due that are associated with that accepted amendment or cancellation as stated in the price lists provided by Renson NA (as transmitted and available on Renson NA's website at www.corradiusa.com/us (collectively, "Change Fees"). If Change Fees are not stated in the price lists provided by Renson NA, the Customer shall owe a Change Fee based on the stage of the production process in which the Goods are found at the time Renson NA accepts the requested amendment or cancellation of the order, inclusive of raw material costs. The Customer accepts and acknowledges that the Change Fee is consistent with a good-faith estimate by Renson NA of its damages and administrative costs as a result of the amendment or cancellation of the order and that this is a lump-sum fee. The foregoing is without prejudice to Renson NA's right to claim greater damages subject to proof being provided of greater damages actually being incurred.

5) CONTRACTUAL RELATIONSHIP

If the Customer fails to comply with its obligations in any agreement with Renson NA, Renson NA may opt to suspend performance of both this Agreement and other ongoing agreements.

6) PRICES

- a) The order from the Customer shall be invoiced at the prices stated in the Order Confirmation or, if no price was stated in the Order Confirmation, in the price lists provided by Renson NA. All prices and other terms are subject to correction for typographical or clerical errors.
- b) Unless agreed otherwise in writing, the prices communicated refer to the price of the Good itself; the following items, amongst others, are not included in the price: (i) any VAT or other taxes due; (ii) any drawing work specific to the ordered Goods; (iii) any assembly and installation work for the Goods; (iv) transport costs; and (v) fixing materials such as products or materials necessary for the installation of the Goods.
- c) In the event that certain cost price factors that affect the agreed price (such as, amongst others, but not limited to, duties and excise duties on the Goods, freight rates, prices of parts or raw materials, energy costs, currency or labor costs) experience a demonstrable increase due to objective circumstances independent of the will of Renson NA, even if this occurs due to foreseeable circumstances, Renson NA shall be entitled, subject to simple notification (by letter, by e-mail or by any other usual communication channels used Renson NA, such as an online portal), to charge a proportional price increase and any previously agreed price shall cease to be valid.

7) TAXES

Any taxes due in relation to the Goods shall be borne solely by the Customer. A change to the amount of taxes shall not be used by the Customer as a reason to terminate the Agreement.

8) ACCEPTANCE OF INVOICE – PAYMENT TERMS

- a) Unless otherwise provided in an Order Confirmation, Renson NA will provide Customer with an invoice upon shipment of the Goods. An invoice shall be considered accepted in the absence of a good faith objection by registered letter within seven (7) days of Customer's receipt of the invoice. Unless otherwise provided in the Order Confirmation, Customer shall pay all invoices within thirty (30) days of the date of the invoice. Objection to an invoice does not suspend the obligation of payment on the part of the Customer. In the event that an invoice is partially disputed by the Customer, the Customer must pay the undisputed part of the invoice to Renson NA no later than the due date. Renson NA and the Customer shall mutually

consult with the aim of reaching an agreement on the disputed amounts within fourteen (14) days of the date on which the Customer disputed the invoice (in whole or in part) by registered letter.

b) Unless agreed otherwise in writing, payment shall be made in U.S. Dollars and any (bank) charges incurred as a result of the payment shall be borne by the Customer. In the event that the Customer has multiple outstanding invoices, Renson NA shall have the right to allocate a payment from the Customer to the oldest (outstanding) invoice.

c) In the event of full or partial non-payment of an undisputed invoice on the due date, the Customer shall automatically and without prior notice of default owe a default interest amount of one per cent (1%) per month for each month that has already begun. In addition, in case of late payment of an undisputed invoice, the Customer shall automatically and without prior notice owe flat-rate compensation in the amount of ten percent (10%) of the invoiced amount, with a minimum late fee of 125 USD, without prejudice to any other right or remedy Renson NA may be entitled to. All collection costs (including but not limited to attorney's fees) shall be borne by the Customer. In the event of non-payment, Renson NA shall be entitled to suspend all Customer's orders under this Agreement and any other agreement until all outstanding invoices have been paid in full.

d) In the event of non-payment of undisputed amounts on the due date, (i) all other claims against the Customer that are not yet due shall automatically become due and payable without prior notice of default and (ii) Renson NA may, for any subsequent delivery of Goods by Renson NA to the Customer, demand payment in advance of delivery (even if this has been agreed otherwise beforehand).

e) If, in Renson NA's sole discretion, the Customer's financial condition at any time so requires, Renson NA reserves the right to suspend all or part of the order and to require suitable guarantees from the Customer, even if the Goods have already been dispatched in whole or in part. In the event that the Customer refuses, Renson NA reserves the right, without the Customer being entitled to compensation, to cancel all or a part of the order, without prejudice to the right of Renson NA to compensation for its damage(s).

f) Renson NA, at its sole discretion, shall have the right to approve and grant the Customer credit, set credit limits, set payment terms and increase, decrease, modify or terminate the Customer's credit privileges and/or payment terms at anytime, within the limits of applicable law. Renson NA does not intend to charge interest beyond that allowed by applicable law.

9) DELIVERY

a) Unless stated otherwise in the Order Confirmation, delivery of the Goods shall always be DAP (Incoterms® 2020 – the place of destination agreed between the Customer and Renson NA). All costs and risks associated with the unloading of the Goods at the place of destination shall be borne solely by the Customer, irrespective of whether the Goods were unloaded by Renson NA at the place of destination. If Renson NA is unable to deliver the Goods to the Customer at the agreed place of destination on the delivery day for any reason, the Goods shall, at the expense and risk of the Customer (including the risk of loss or damage), be held in Renson NA's warehouse at Customer's expense. This protective measure does not suspend the Customer's obligation to pay.

b) The Customer accepts that, notwithstanding Article 6(c) of these Terms, if the delivery period initially agreed between Renson NA and the Customer is extended at the request of the Customer by at least one (1) month, Renson NA has the right to amend the previously agreed price in accordance with the Renson NA price lists applicable on the date of delivery of the Goods.

c) The delivery periods agreed between Renson NA and the Customer are always estimated and shall be respected to the fullest extent possible. An exceeding of an agreed delivery date on reasonable grounds cannot constitute grounds for rescission of the Agreement. Only in the event of a manifest exceeding of an agreed delivery date that was considered essential by the Customer (without that exceeding of the delivery date being the result of an act or omission on the part of the Customer or force majeure) can Renson NA be held liable. In that case, the liability of Renson NA shall be limited to the direct and foreseeable damage with a maximum of 5% of the total purchase price (excluding VAT) of the respective Goods.

d) Customer shall inspect the Goods upon receipt ("Inspection Period"). Customer shall check the condition of the Goods, count the number of units delivered and, if necessary, submit any necessary reservation to the carrier responsible for the Goods. Customer will be deemed to have accepted the Goods unless it notifies Renson NA in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by Renson NA. "**Nonconforming Goods**" means only the following: (i) subject to Section 10, below, product shipped is different than identified in the Order Confirmation; or (ii) product's label or packaging incorrectly identifies its contents. If Customer timely notifies Renson NA of any Nonconforming Goods, Renson NA shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the fees paid for such Nonconforming Goods, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Renson NA as directed by Renson NA. If Renson NA exercises its option to replace Nonconforming Goods, Renson NA shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods. Customer acknowledges and agrees that the remedies set forth in Section 9(d) are Customer's exclusive remedies for Nonconforming Goods. Except as provided under Section 9(d), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Renson NA.

e) Amendments to the order – if accepted by Renson NA – mean that the predetermined delivery period is automatically extended. Exceeding the payment term or credit limit may also lead to an extension of the predetermined delivery period.

10) COLOR DIFFERENCES

Customer acknowledges that there may be differences in color between the images or samples shown in Renson NA's catalogues or product samples and the final Goods delivered. Differences in color may also occur between paint workshops when parts are painted according to RAL number. Reorders of Goods or parts of Goods may also give rise to differences in color. Any such deviations shall not entitle the Customer to demand the rescission of the Agreement, to refuse delivery of and/or payment for the Goods or to demand damages or compensation from Renson NA. Renson NA shall not be liable or responsible for any Goods where a third party has removed powders, cloths or other materials from the Goods and, when servicing or re-ordering (parts of the) Goods, the same material or color cannot be supplied as contained in the original order from the Customer.

11) ASSEMBLY AND INSTALLATION

Assembly and installation of the Goods is not part of the Agreement between Renson NA and the Customer and shall be at the Customer's sole responsibility, risk, and expense. As a consequence, the Customer must provide, at its own expense and risk, all assistance and materials that are required to effect assembly and installation of the Goods.

12) CONNECTIVITY – CONTROL

Goods sold by Renson NA with remote control/connectivity option may use third-party services for control/connectivity. The Customer expressly acknowledges and accepts that Renson NA is not liable for the discontinuation or substantial modification of the terms and conditions or functionalities of these services by those third parties nor for the impact thereof on the (continuation of the) related functionalities of the respective Goods.

13) WARRANTY

a) Goods have a warranty period of between two (2) and ten (10) years, depending on the type of goods. The specific warranty terms and periods for each Good and any specific part and material ("Warrantied Item") can be found in the warranty conditions (as transmitted and made available on Renson NA's website at [INSERT LINK]) ("Warranty Terms"). In the event that the warranty period for a Warrantied Item is not stated in the Warranty Terms, a warranty period of two (2) years from the date of delivery of the respective Warrantied Item shall apply. In the event of a defect on Warrantied Items not including normal wear and tear during the warranty period, as Customer's sole and exclusive remedy for such breach of warranty, Renson NA shall, at its discretion, either repair the Warrantied Items or deliver new Warrantied Items to replace any defective Warrantied Items. Customer is solely responsible for installing and/or fitting any repaired or replaced Warrantied Items. The Customer shall not

be entitled to any other compensation from or intervention on the part of Renson NA, including, amongst others, assembly costs, shipping costs, travel costs and hourly wage costs.

b) Neither the underlying structure to which, nor the manner in which, the Goods are attached (such as use of a specific type of fastener or the number of fasteners used) shall be determined by Renson NA. Customer acknowledges and agrees to position, assemble, and use the Goods in strict accordance with Renson NA's instructions unless Renson NA has expressly stated in writing otherwise. Positioning (including connection to any fixed structures e.g. a façade) and stability are the sole responsibility of Customer. Renson NA cannot be held liable for any defects or damage to the Goods that can be attributed to incorrect positioning or assembly.

c) Renson NA may provide an initial opinion on the wind load on its Goods at the request and expense of the Customer. Renson NA cannot and does not, however, give any express or implied warranty to the Customer in this regard. Studies of this nature must be carried out by specialized consultancy firms. Customer acknowledges and agrees that any opinion, or other advice or recommendation (collectively

a) "Recommendations") by Renson NA are provided on an "AS IS" basis for informational and conceptual purposes only. Customer acknowledges that any reliance on any such Recommendations, are at its own risk. Customer agrees that Renson NA will not be liable for any damages, claims, liabilities, or losses suffered by Customer or any third party, directly or indirectly, due to Customer's reliance on the Recommendations. Any legal or regulatory compliance obligations shall remain Customer's sole responsibility, and nothing herein shall shift such burden from Customer to Renson NA.

a) The warranty provided by Renson NA hereunder shall not apply in the event of damage to any Goods due to normal wear and tear or abnormalities of the Good not affecting its operation such as variations in color or material. Additionally, the warranty hereunder shall not extend to the following: (i) in the event of damage caused by transport or storage at the delivery location; (ii) intensive exposure to harmful atmospheric conditions; (iii) poor weather conditions (such as storm, hail, water, lightning and fire damage); (iv) violence and crimes of war; and (v) in the event of damage by any alteration, adjustment, change, or maintenance of the Goods not specifically instructed by or performed by Renson NA, such as paint, puncturing, a temporary or permanent change to ambient conditions, penetration of construction dirt, injection of products other than appropriate products, use of aggressive liquids or solvents, exposure to chemical products, exposure to an industrial environment giving rise to discoloration or damage, corrosion due to exposure to an environment containing a high salt content in the air (e.g. to saw cuts), disassembly/opening of the product by Customer or any third party, voltage spikes on the mains grid, and use of the Goods in applications for which Renson NA did not design the product.

e) All warranty claims by the Customer as provided for in this article shall further not apply in the event of: (i) incorrect or abnormal use of the Goods (including any misuse, unsafe behavior, improper or forced use of the Goods), (ii) damage to the Goods due to defects to the underlying structure, defects to the way the Goods are attached to the underlying structure or defects as a result of the attachment to the Goods of objects not supplied by Renson NA for use with the Goods, (iii) a failure to comply with article 16 of these Terms (i.e. insufficient or improper maintenance of the Goods), (iv) defects as a result of faulty intervention by the Customer or third parties, including modifications made to the Goods by the Customer or third parties and defects as a result of improper positioning and assembly of the Goods, (v) defects as a result of wind load or load of other natural elements on the Goods, (vi) installation of the Goods with parts other than those supplied by Renson NA or approved by the technical department at Renson NA, and (vii) damage due to glass breakage (e.g. due to uneven heating of the glazing).

f) In the event of any contradiction between a provision of the Warranty Terms applicable at the time of delivery of the Good and a provision of these Terms, the respective provision of the Warranty Terms shall prevail.

g) THE WARRANTY PROVIDED IN THIS ARTICLE IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY Renson NA. Renson NA NEITHER ASSUMES NOR AUTHORIZES THE CUSTOMER TO ASSUME FOR Renson NA ANY OBLIGATIONS OR LIABILITY IN CONNECTION WITH A GOOD OF Renson NA WITHOUT Renson NA'S PRIOR WRITTEN CONSENT. The Customer shall have no authority to alter the warranty provided by Renson NA.

14) WARRANTY DISCLAIMER

a) Renson NA expressly disclaims any responsibility or liability, and THE CUSTOMER HAS THE EXCLUSIVE OBLIGATION TO (i) determine which Federal, state or local statutes, codes, ordinances, rules or regulations apply to the assembly, installation or use of any Goods ("**Applicable Law**"); (ii) assure that any Good complies with, and is assembled, installed and used in accordance with, Applicable Law; (iii) determine which permits, licenses or other governmental or quasi-governmental authorizations are required by Applicable Law to assemble, install and use any Good ("**Required Permits**"); and/or (iv) obtain and/or satisfy any Required Permit. Unless otherwise expressly agreed by Renson NA in writing, each Good is sold by Renson NA without any warranty, express or implied, that the Good, or its assembly, installation or use, complies with the Applicable Law in any location or jurisdiction.

b) Renson NA recommends that the Customer, prior to finalizing the purchase of a Good, determines (i) the Applicable Law that will affect the assembly, installation and use of the Good, (ii) the Required Permits that must be procured for the assembly, installation and use of the Good, (iii) the modifications and adjustments, if any, that will be needed, to cause the Good, and its assembly, installation and use, to conform to Applicable Law and to enable the issuance and/or satisfaction of Required Permits (the "**Required Modifications**"), and (iv) any additional costs that may arise, or delays that may ensue, as a result of the Required Modifications and otherwise complying with Applicable Law.

c) The Customer agrees that it will not assemble, install or use any Good without any Required Modifications and otherwise complying with Applicable Law. For clarity, Customer agrees that any Required Permits, Required Modifications, or other actions necessary to comply with Applicable Law are at Customer's sole cost and expense.

d) The Customer will indemnify Renson NA and hold Renson NA harmless from any claims, liability, costs, expenses, or damages (including attorneys' fees) arising out of or in connection with the failure of the Customer to satisfy the Customer's obligations under this article 14. The Customer's obligations and liability under this article 14 shall indefinitely survive any delivery or payment hereunder and any termination of the Agreement or of the Customer's account with Renson NA, and shall also survive full or partial performance or payment under an order or invoice.

15) DEFECTS – COMPLAINTS

a) The Customer shall examine the Goods immediately upon delivery and verify that the quality and quantity of the delivered Goods corresponds to what was ordered. The Customer must report shortages and/or visible defects to Renson NA at the time of delivery of the Goods and record them in writing on the Bill of Lading. Other visible defects (not visible at the time of delivery) in the Goods delivered must be reported in writing to Renson NA within two (2) business days of delivery. If the Customer fails to provide Renson NA with such notice, the Customer shall be deemed to have accepted the shipment. Latent defects in the Goods delivered must be reported in writing to Renson NA within eight (8) business days of discovery of the defect by the Customer. When reporting defects, the Customer must always describe in detail the identified defect and submit photographs of the defect to allow Renson NA to investigate the stated defect. Customer's failure to report a visible or latent defect within the time frames listed herein shall be considered a waiver of such claim of defect.

b) The Customer shall make all defective Goods available for inspection at the first request of Renson NA. At the request of Renson NA, the Customer must return these Goods to Renson NA.

c) Renson NA shall not be liable for any latent defect if the Customer has failed in any way to comply with the provisions of this article.

d) A complaint (of whatever nature) shall not suspend Customer's payment obligations and shall not authorize the Customer to refuse delivery for Goods that are not the subject of the complaint.

16) MAINTENANCE BY THE CUSTOMER

The Customer is obligated to maintain the Goods in accordance with the applicable legal requirements, maintenance instructions, technical specifications and/or manuals provided to the Customer at the time of purchase or delivery of the Goods and/or available on Renson NA's website at www.corradiusa.com.

17) LIABILITY

EXCEPT AS PROVIDED IN SECTION 13 (WARRANTY) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORRADI USA (INCLUDING ITS OFFICERS, DIRECTORS, APPOINTEES, AGENTS, REPRESENTATIVES AND EMPLOYEES) SHALL ONLY BE LIABLE FOR DAMAGE(S) CAUSED AS A RESULT OF A FAILURE TO COMPLY WITH ITS CONTRACTUAL OBLIGATIONS IF AND TO THE EXTENT THAT THE DAMAGE WAS CAUSED BY FRAUD, DECEIT OR WILFUL MISCONDUCT ON ITS PART. CORRADI USA SHALL NOT BE LIABLE FOR OTHER ERRORS. IN THE EVENT THAT CORRADI USA IS HELD LIABLE FOR DAMAGE(S), THE LIABILITY OF CORRADI USA SHALL ALWAYS BE LIMITED IN THE AGGREGATE TO A MAXIMUM OF THE INVOICE VALUE OF THE ORDER FROM THE CUSTOMER TO WHICH THE LIABILITY RELATES. CORRADI USA SHALL NEVER BE LIABLE FOR INDIRECT DAMAGE, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, MISSED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, REPUTATIONAL DAMAGE, OR DAMAGE TO THIRD PARTIES. THE CUSTOMER ITSELF IS SOLELY RESPONSIBLE FOR THE USE THAT IT MAKES OF THE GOODS. THE CUSTOMER ACKNOWLEDGES THAT CORRADI USA'S LIMITATIONS OF LIABILITY ALSO APPLY IN THE EVENT OF CORRADI USA'S GROSS NEGLIGENCE. Any action by the Customer for a breach of the Agreement, these Terms or a specific order by Renson NA or any other causes of action of the Customer expressly allowed under the Agreement, these Terms or a specific order must be commenced within one (1) year after the cause of action has accrued. Renson NA shall not have any liability to third party for delay, failure to accept or perform, or for faulty performance of any order.

18) INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CORRADI USA (INCLUDING ITS OFFICERS, DIRECTORS, APPOINTEES, AGENTS, REPRESENTATIVES AND EMPLOYEES) (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, ACTIONS, JUDGMENTS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") INCURRED BY AN INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY INCLUDING WITHOUT LIMITATION ANY INJURY (WHETHER TO BODY, PROPERTY, PERSONAL OR BUSINESS CHARACTER OR REPUTATION, OR OTHERWISE, INCLUDING LOSS OF USE OF PROPERTY) RELATING TO CUSTOMER'S ACTS OR OMISSIONS UNDER THIS AGREEMENT, CUSTOMER'S SALE, MARKETING, OR USE OF THE GOODS, OR CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF ANY APPLICABLE LAWS. NOTWITHSTANDING THE FOREGOING, CUSTOMER'S INDEMNITY OBLIGATIONS SHALL NOT APPLY TO THE EXTENT THAT SUCH LOSSES ARISE SOLELY FROM A TIMELY-FILED, COVERED WARRANTY CLAIM UNDER SECTION 13. THE PROVISIONS OF THIS ARTICLE SHALL INDEFINITELY SURVIVE ANY DELIVERY OR PAYMENT HEREUNDER AND ANY TERMINATION OF THIS CONTRACT OR OF THE CUSTOMER'S ACCOUNT WITH CORRADI USA, AND SHALL ALSO SURVIVE FULL OR PARTIAL PERFORMANCE OR PAYMENT UNDER AN ORDER OR INVOICE.

19) FORCE MAJEURE

Renson NA is automatically released and cannot be held liable for a failure to comply with its obligations to the Customer if that failure to comply is due to a situation of force majeure. Force majeure shall be understood as any situation in which performance of the Agreement by Renson NA is prevented in whole or in part, whether or not temporarily, by circumstances beyond its control, even if that circumstance was foreseeable at the time at which the Agreement was made. Without seeking to be exhaustive in any way, force majeure shall in all cases be deemed to include war, riots, partial or general strike or lockout, an epidemic or pandemic (to include any measures imposed by the government as a result), scarcity of raw materials, other materials or parts, operating accidents, fire, natural and/or other disasters, act of God, mechanical failure or breakdown of machinery/equipment, bankruptcy/liquidation of suppliers and the discontinuation or substantial modification of the terms and conditions or functionalities of services provided to Renson NA by third parties to the extent necessary for the compliance with obligations in respect of the Customer. Renson NA is not obligated to prove the non-attributable and unforeseeable nature of the circumstance that constitutes force majeure. In the event of force majeure, the obligations of Renson NA shall be suspended. In that case, Renson NA and the Customer shall make all reasonable effort to limit the consequences of the event of force majeure. In the event that the force majeure lasts for longer than a period of four (4) months, the Customer shall be entitled to rescind the Agreement without intervention by a court, without Renson NA being liable to pay any compensation (for damages) to the Customer.

20) CHANGED CIRCUMSTANCES

In the event of a change to economic circumstances (that could not reasonably have been foreseen at the time at which the Agreement was entered into and that cannot be attributed to Renson NA) that would lead to performance of the Agreement by Renson NA being hindered to such an extent that performance can no longer reasonably be demanded of it, Renson NA may, following simple notification to the Customer (by letter, by e-mail or by the other usual communication channels used by Renson NA, such as an online portal), demand that the parties engage in good-faith negotiations with a view to a fair revision of the Agreement in order to make the Agreement consistent with what the parties would reasonably have agreed at the time of the Agreement being entered into had they taken this change to economic circumstances into consideration. If no agreement is reached between the parties within a period of ninety (90) days following this notification, Renson NA may terminate the Agreement by way of registered letter to the Customer, subject to a notice period of thirty (30) days, without Renson NA being liable to pay any compensation (for damages) to the Customer. The Customer accepts that under no circumstances can it use a change to economic circumstances to demand a (re) negotiation of the Agreement from Renson NA with a view to its amendment or termination.

21) RECISSION

a) In the event that the Customer refuses delivery of the Goods or if the Customer fails to comply with its obligations in respect of Renson NA, Renson NA may choose to (i) rescind the entire Agreement or (ii) rescind part of the Agreement, subject to any compensation for damages, or (iii) demand enforcement of the Agreement (either by the Customer or a third party appointed by Renson NA) at the expense of the Customer. In the event that Renson NA opts to rescind the Agreement in whole or in part, this shall occur automatically and without prior notice of default or intervention by a court, upon notification by Renson NA to the Customer by way of registered letter.

b) Renson NA also has the right to rescind the Agreement with the Customer at any time, with immediate effect, without intervention by a court, without prior notice of default and without payment of any damages in the following cases: (i) in the event that, despite written notice of default observing a period of at least seven (7) calendar days, the Customer remains in default on the (prompt) compliance with one or more obligations arising from the Agreement; (ii) upon suspension of payment or (the application for) bankruptcy/liquidation or any judicial reorganization by the Customer (where applicable, a lack of compliance with mandatory legal provisions); (iii) upon liquidation or cessation of the activities of the Customer; or (iv) in the event of the seizure of any or all of the Customer's assets. It is sufficient for Renson NA to inform the Customer of its explicit intention in this regard.

c) In the event of rescission, the Customer shall be liable to Renson NA for all damage(s) suffered by Renson NA (including loss of profit, administration costs, transport costs, stocking costs, etc.). Moreover, Renson NA shall be entitled to suspend further performance of both the respective and other ongoing agreements with the Customer, in whole or in part, and any claims by Renson NA against the Customer shall become due and payable immediately.

22) RETENTION OF TITLE

Notwithstanding any applicable Incoterms®, Goods delivered to the Customer by Renson NA shall remain the property of Renson NA until all amounts due from the Customer to Renson NA, including interest and costs, have been paid in full. The risk in relation to damage and loss of the Goods delivered, as well as any associated consequential damage, shall pass to the Customer in accordance with the agreed Incoterms®. The Customer undertakes not to sell, process or in any way dispose of the Goods subject to retention of title until all associated amounts have been paid to Renson NA in full. Any advance amounts paid by the Customer shall remain vested in Renson NA as compensation for potential losses on resale.

23) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual and industrial property rights in relation to drawings, designs, calculations, etc. executed by Renson NA on behalf of the Customer and submitted to the Customer shall remain the exclusive property of Renson NA, irrespective of whether charges have been invoiced for them, and can only be disclosed or used by the Customer in the context of the performance of this Agreement. No agreement concluded between Renson NA and the Customer constitutes or involves a transfer of any intellectual property rights, unless expressly agreed otherwise in writing. Intellectual and industrial property rights means all intellectual, industrial and other property rights (whether or not registered), including but not limited to copyrights, neighboring rights, brands, trade names, logos, drawings, models or applications for registration as drawings or models, patents, patent applications, domain names, know-how and expertise, as well as rights to databases, computer programs and semiconductors. All intellectual and other property rights to the software and graphic design always and exclusively belong to Renson NA. The Customer shall respect the intellectual and industrial property rights of Renson NA at all times and make reasonable efforts to protect those rights. The Customer shall immediately inform Renson NA of any breach by third parties of the intellectual and industrial property rights of Renson NA of which it becomes aware.

24) RESALE OF GOODS

In the event that Customer is purchasing Goods for sale to one or more end-users ("End User"), (i) Customer shall make each such purchase in Customer's own name and for its own account; (ii) Customer may pass through the applicable Warranty Terms to the Goods to the End User, provided that Customer instructs all End Users to first contact Customer and Customer handles all warranty claims with Renson NA on behalf of End Users, and Customer shall have no authority to make any other commitments whatsoever on behalf of Renson NA; (iii) Customer may determine the resale price of the Goods provided that Customer remains compliant with applicable laws and further that Customer does not engage in unfair, anti-competitive, misleading, or deceptive practices regarding Renson NA or the Goods, including without limitation predatory pricing or price-dumping; (iv) the relationship between the parties is that of independent contractors and nothing contained in these Terms shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever; and (v) no relationship of exclusivity shall be construed from these Terms.

25) SEVERABILITY – INTERPRETATION

In the event that a (part of a) provision of these general terms and conditions becomes unenforceable or contrary to a provision of mandatory law, this shall not affect the validity and enforceability of the other provisions of these general terms and conditions, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or contrary to mandatory law. In that case, the parties shall engage in good-faith negotiations with a view to replacing the invalid or unenforceable provision with a provision that is valid or enforceable and that is as close as possible to the intention of the invalid or unenforceable provision.

26) NO WAIVER OF RIGHTS

The failure of Renson NA to claim (in whole or in part) a right or the failure of Renson NA to apply (in whole or in part) a right or claim which it retains under or as a result of these Terms shall in no way constitute a waiver of rights or renunciation, unless the Customer has been expressly notified of such waiver in writing.

27) NO ASSIGNMENT

The Customer agrees that its rights and obligations under this Agreement may not be transferred or assigned, either in whole or in part, directly or indirectly, to any third party without the prior written consent of Renson NA. Any such assignment or transfer without the prior written consent of Renson NA shall be deemed null and void.

28) NO 'WRAP' AGREEMENTS/NO AUTHORITY TO BIND.

Renson NA's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Customer's software or webpage for the placement of orders, is NOT an agreement to Customer's terms and conditions. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF Renson NA HAS THE AUTHORITY TO BIND Renson NA BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON CUSTOMER'S WEBSITE OR PORTAL. Renson NA's acceptance of Customer's purchase order does not constitute Renson NA's acceptance of Customer's purchase order terms and conditions.

29) NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other party at the addresses set forth in the Order Confirmation (or to any other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested and postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

30) APPLICABLE LAW AND JURISDICTION

All agreements to which these Terms apply and all other agreements resulting from those agreements shall be governed by the substantive laws of the state of Texas without regard to the choice of law provisions of Texas or any other jurisdiction. Any disputes between the Customer and Renson NA shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the state of Texas, Denton County.