

# RETIGO USA, inc.

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL

- 1.1.** Definitions - "Seller" means Retigo, USA. "Buyer" means the party purchasing Products from Seller. "Products" means the goods being sold by Seller to Buyer as described in the Order Confirmation. "Services" means design services being provided by Seller to Buyer as described in the Order Confirmation. "Buyer-Related Party" means the Buyer and any affiliate, employee, agent, or customer of Buyer. "Buyer Destination" means Buyer's delivery address set forth on the Order Confirmation. "Claim" means a claim made against Seller or Buyer by a third party. "Loss" means a financial loss (including attorney's fees) incurred by Seller or Buyer as a result of a Claim. This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written or communications between them relating to the subject matter hereof. If there is any inconsistency between these General Terms and Conditions and terms set forth in the Order Confirmation, the terms in the Order Confirmation shall control. Seller expressly rejects any Buyer purchase order or invoice terms or conditions that are inconsistent with, or in addition to, these Terms and Conditions.

Any general terms and conditions of Seller's contractual partners ("Buyers") even if enclosed in the requests for tender, orders, acceptance statements or similar documents are deemed not to constitute a part of the contract even if Seller does not expressly object to them. Seller expressly rejects any Buyer purchase order or invoice terms or conditions that are inconsistent with, or in addition to, these General Terms and Conditions.

- 1.2.** Orders are only deemed accepted following express written confirmation by Seller ("Order Confirmation"). Seller assumes no liability for any clerical errors in offers or errors objected to following corrections and released by the Buyer.

- 1.3.** The information found on the internet, in catalogues, brochures, memoranda, advertisements, and any other depictions of the prices, delivery schedules, dimensions, and materials published by Seller are deemed solely informative and non-binding.

### 2. QUOTATIONS NOT CONTRACTS

- 2.1.** Orders shall be exclusively accepted by Seller in the form of a written Order Confirmation. If Seller determines that the Buyer's creditworthiness or other terms of the order do not meet Seller's criteria, Seller may withdraw its Order Confirmation or demand advance payment or appropriate guarantees.

**2.2.** Obvious errors and typo-graphical, printing and calculation errors that occur when Seller produces a quotation shall not be binding on Seller.

**2.3.** Quotations presented by Seller shall be binding for 30 calendar days from the date of the quotation. If no written order is received by Seller from Buyer within 30 days, then the quotation presented by Seller shall no longer be valid.

### 3. CREDIT LIMIT INSURANCE

**3.1.** The Buyer shall be required to complete a credit application, submit D&B Dunn Bradstreet identification or similar, and once reviewed by Seller, be advised of credit terms, including a credit limit, if creditworthiness is determined. Should Retigo USA may not approve credit terms, or a credit limit sufficient for any order submitted by the Buyer, in that case, the Buyer will be required to pay for the product ordered goods in advance prior to shipment in full.

**3.2.** If any order should exceed the credit limit, the Buyer will be required to pay the excess balance in advance, respectively before the goods are shipped.

### 4. PRICES

**4.1.** Unless otherwise noted in the Order Confirmation, all prices are according to the most current pricing offered in USA AQ AutoQuotes. Pricing is Seller's facility inclusive of loading and packaging, and exclusive of all federal, state and local excise, sales, use and similar taxes, and all import, export or customs duties, tariffs or similar charges, all of which shall be paid by Buyer. Seller will arrange for shipment and bill Buyer for all shipping costs including insurance.

**4.2.** Pricing is based upon the current costs at the time of price announcement. Any price increases resulting from errors in calculation will be the responsibility of Seller.

**4.3.** All quotations are based on the Buyer's equipment information and specification submitted at the time of the quotation request.

### 5. TERMS OF PAYMENT

**5.1.** Payments are to be made in accordance with the agreed terms of payment. Seller may present partial invoices.

**5.2.** Payment for Products shipped on approved credit is due as calendar 30 days from date of invoice or as stated on the Order Confirmation. If Seller believes that the Buyer's financial condition does not justify delivery upon the payment terms specified, Seller may require full or partial payment in

advance. If Buyer fails to pay any sum owing to Seller when due, then, in addition to all other remedies available to Seller by law, in equity, or otherwise, until paid in full, Buyer shall be charged interest on the sum then owing at the rate of 1.5% per month, and Seller may cease making deliveries of the Products; provided, however, that no cessation of deliveries shall relieve Buyer from any payment obligations to Seller outstanding at the time of such cessation, all of which shall be paid in full by Buyer. Seller shall be entitled to recover reasonable attorneys' fees and collection costs incurred in collecting overdue amounts.

- 5.3.** The Buyer has no right to set off any payments attributable to warranty/damage claims or any other claims raised against Seller. Offsetting of any counterclaims by the Buyer is prohibited.
- 5.4.** Seller must be notified immediately by Buyer via email of any foreclosure actions expected or pending against the property where the Products are to be used by Buyer.
- 5.5.** If Buyer has defaulted on its obligations under a Purchase Order such as the failure to make timely payment, Seller may deem the contract for sale in breach and may discontinue any further obligation it may have under an Order Confirmation.

## 6. DELIVERY SCHEDULE

- 6.1.** Seller is entitled to perform partial and preliminary deliveries.
- 6.2.** Seller shall endeavor to ship deliverables according to the schedule contained in the Order Confirmation. The delivery schedules announced by Seller are deemed however non-binding unless expressly agreed in writing as fixed delivery dates.
- 6.3.** The obligations of a party (except the payment of money) shall be suspended to the extent and for the period of time that such party is prevented from performing because of labor disturbances, forces of nature, acts of war, terrorism, or public enemy, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, or any other cause beyond such party's reasonable control. The party affected by force majeure shall promptly notify the other of the existence thereof.
- 6.3.** If the estimated delivery date specified by Seller has been exceeded by 30 days, then the Buyer is entitled to cancel the contract. Notice of such cancellation shall be given to Seller in writing. If Buyer cancels the contract, Buyer forfeits all claims for compensation resulting from the Seller's failure to deliver the Products. Buyer has no right to claim damages or other compensation from Seller as a result of a late delivery of Product unless such delay is attributable to an intentional or gross negligent action of Seller.
- 6.5.** Once the Products have been shipped, the Buyer is responsible for all warehousing expenses.

- 6.6.** If Buyer requests that the delivery of the Products be delayed, Buyer must fully pay the Invoice and Retigo USA will hold the order for up to 6 months from date of receipt of payment. If the Products are being held at Seller's warehouse, a warehousing fee of 3 percent of the contractual value will be charged for every calendar week or any portion thereof that shipment is delayed after the 6 month hold grace period. If these charges apply, they will be invoiced on the date of shipment from the Sellers warehouse. Buyer must submit delay requests in writing to Seller at least 14 days before the agreed delivery date (point of receipt). The Buyer must alert the Seller 7 business days with requested shipping date.

## 7. SUITABILITY; TECHNICAL ADVICE

- 7.1.** Buyer warrants that Products with the quality characteristics conforming to Seller's specifications will satisfy Buyer's contemplated use of the Products. Seller assumes no obligation or liability, express or implied, with respect to any recommendations or advice as to the purpose or use of the Products. Any such recommendations or advice are given and shall be accepted at Buyer's own risk and shall not constitute any warranty or guaranty of the Products or the Products' performance.

## 8. LIMITED WARRANTIES AND EXCLUSIVE REMEDIES

- 8.1.** Seller hereby states to provide Buyer with quality warranty on the Products in the length of 24 months (herein after referred to as the "Regular Warranty"), except seals, glass components and electric bulbs which have 6 months warranty. Seller undertakes that during warranty period the Products purchased by the buyer shall be of sustainable quality and properly functioning. The Regular Warranty commences 90 days upon the dispatch day of the Product from the Seller's place of business or startup at the end-user, whichever comes first.
- 8.2.** These Warranty conditions also apply to the purchased Products' spare parts, then the Usual Warranty with shortened length of 6 months (not 24 months) shall commence upon the day of dispatch of the Product's spare parts from the Seller's place of business.
- 8.3.** The Regular Warranty is applicable under these Warranty conditions and at the same time upon fulfilling all of the following conditions, should even one of the conditions be breached, the buyer loses the Buyer's right to warranties that arose from these Warranty conditions.
- 8.4.** The installment of the Product, or installments of parts of the Products and spare parts, as well as all service interventions done on the Product during the warranty period shall be provided exclusively by the Seller or by the Seller's Authorized service (herein after referred to as the "Authorized service") and in compliance with all the requirements stated in the Technical and service documentations available on [www.retigo.us](http://www.retigo.us).
- 8.5.** In the event of replacement of Product's defective components, there shall be used only the original components and spare parts.
- 8.6.** Any maintenance of the Product, its components or spare parts must be done exclusively with the use of Seller's detergents. Cleaning/washing of the Seller's product must be done exclusively with the use of Seller's detergents so called a „Cleaning agent". Usage of any other detergents might cause damage to the Product or health hazards to the operator, and void the warranty. The list of detergents is available on [www.retigo.us](http://www.retigo.us).

- 8.7.** The Product must not be repaired by either the buyer or any third party apart from the Seller or by the Seller's authorized service.
- 8.8.** The warranty especially covers defects arising as a result of defective material used for producing the Product, its component's or spare parts, or due to faulty manufacturing process that resulted malfunction. The warranty does not cover defects arising as a result of mechanical damage, use of unoriginal cleaning detergents, inappropriate placement, inappropriate way of handling, failure to respect the Product's operating manual instructions and the Technical and service documentation, the use of unauthorized person or as a result of unpredictable natural disasters, operating under special conditions unforeseen by the manufacturer.
- 8.9.** Seller does not assume any responsibility for obtaining permits or authorizations regarding the purchase, delivery, installation, and/or assembly of the Products. Seller performs no examinations for design and construction. The Buyer is responsible for such examinations.
- 8.10.** The Buyer must inspect the Products for any potential defects immediately after delivery. If the Products are shipped by Buyer then any damage that occurs to the Products during shipment is the responsibility of Buyer.
- 8.11.** The notice of defects must be in writing and must state the date of the Order confirmation and date of shipment. Such notice of defects is to state which parts of the Products are affected by the defects, individual details constituting the defects and under which associated circumstances such defects have appeared. Each individual defect is to be accurately described and documented by a photograph. Costs attributable to unjust or contrary to stipulations notices of defects are to be reimbursed to Seller. If a notice of defects is not compliant with the aforesaid stipulations, all warranty, indemnification and other claims attributable to defectiveness are deemed excluded.
- 8.12.** Asserting claims attributable to defects does not entitle Buyer to any reduction or setoff against the purchase price.
- 8.13.** If there is a defect in the Products for which Seller is responsible, Seller shall be entitled to rectify defects or make a replacement delivery. The choice of the method of subsequent performance is at Seller's discretion, provided that Buyer has no justified interest in a particular method of subsequent performance. If the subsequent performance fails, Buyer may choose between a reduction in the purchase price or withdrawal from the purchase contract. In the case of slight defects, withdrawal shall be excluded. If Buyer chooses withdrawal, further additional claims for damages or reimbursement of expenses shall be excluded. Claims for damages instead of performance against Seller shall be limited to the difference between the purchase price and the value of the defective Products.
- 8.14.** Seller makes no warranties with regard to damages arising from improper use, incorrect storage or negligent handling. If, despite a defect, the delivery item is still used, then Seller shall be liable only for the original defect but not for such damages arising as a result of the continued use.
- 8.15.** Warranty is deemed void when the Products have been improperly handled, assembled, or insufficiently maintained by the Buyer, their staff, their agents, or third parties; this is also deemed applicable when repairs or modifications have been made by a third party or are attributable to installation of non-Retigo parts. There is no warranty coverage for normal wear and tear as well, as damages originating from force majeure (natural hazards, water damage, etc.).
- 8.16.** Upon discovery of defects any arbitrary improvements made by the Buyer, its staff, or third parties used by Buyer shall result in waiver of all warranty and indemnification claims if Seller has not been previously furnished the opportunity to rectify such defects.

- 8.17. Seller does not assume any responsibility for obtaining permits or authorizations regarding the purchase, delivery, installation, and/or assembly of the Products. Seller performs no examinations for design and construction. The Buyer is responsible for such examinations.
- 8.18. If damage to Products is attributable to Seller's intentional or grossly negligent performance, Seller shall be liable up to the total invoiced amount of the Order Confirmation. Any further claims for indemnification attributable to contractual infringements, contractual obligations, infringement of duties during contractual negotiations and torts as well as further warranty claims are deemed excluded.
- 8.19. All other claims by Buyer or any Buyer-Related Party, in particular claims for indemnification for any damages based on Seller's negligence are excluded.
- 8.20. Disclaimer. Neither party shall be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages (including lost profits or savings), even if such party was advised of the possibility of the occurrence of such damages.

## 9. CANCELLATION

- 9.1. If the Buyer cancels an order already confirmed by Seller, the Buyer shall pay a cancellation fee amounting to 50 percent of the agreed price once production has begun (without shipping costs). Any amounts owed Seller regarding Products already shipped remain unaffected thereby.

## 10. INTELLECTUAL PROPERTY

- 10.1. Plans, drawings, and other technical documents as well as sample catalogues, folders, depictions and similar items related to the Products remain the intellectual property of Seller under the relevant legal stipulations regarding reproduction, imitation and competition. The Buyer shall use the services rendered by Seller solely for the previously agreed purpose. Any other use exceeding the aforesaid must be agreed in writing. Concepts, strategies, and systems developed by Seller are always solely prepared for a legally independent enterprise. Use through associated or affiliated companies must be separately agreed in the contract.

## 11. PUBLICITY RIGHTS

- 11.1. Buyer grants Seller the right to use, broadcast, advertise or otherwise make public certain information about Client in furtherance of Seller's business. Specifically, Buyer authorizes Seller to identify Buyer and use Buyer's name, logo, and trade names in Seller's sales materials. The publications authorized by this Section may be in any format deemed professional and appropriate by Seller. Furthermore, Seller is hereby authorized to display the name and logo of Buyer as well as a brief description of Seller's products provided to Buyer by Seller on Seller's website and in its print materials for Seller's own advertising purposes. If Buyer objects to Seller's use of its name or logo in connection with Seller's marketing efforts, Buyer may opt out by notifying Seller that it wishes to opt out of this provision.

## 12. EQUIPMENT OWNED BY BUYER

- 12.1. Any equipment provided to Buyer by Seller in connection with the use of the Products shall remain the sole and exclusive property of Seller. Buyer shall not make any statements or otherwise take any action that could lead a third party, including any creditor of Buyer, to believe that Buyer has any rights in such equipment.

## 13. EXCLUSION OF COMPETITION CLAUSES

- 13.1. Seller accepts no regulations regarding exclusion of competition and is expressly entitled to service purchasers/principals operating in the same business sector without any limitations.

## 14. AMENDMENTS; WAIVERS; GOVERNING LAW

- 14.1. No amendment, modification, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the parties. The failure of a party to insist upon the strict performance of any provision hereof or to exercise any right upon a breach thereof shall not constitute a waiver of such provision or limit that party's right thereafter to enforce such provision or exercise any right.
- 14.2. If any of the provisions herein shall for any reason be held void or unenforceable, the remaining provisions shall remain in full force and effect.
- 14.3. These Terms and Conditions shall be governed by the laws of the State of Pennsylvania, without reference to its choice of law rules. Each party submits and irrevocably waives any objection to in personal jurisdiction in the State of Pennsylvania.
- 14.4. Liability waiver - Equipment that is delivered directly to an end-user at the request of the selling dealer, is the selling dealers responsibility to assume any damages or losses of that equipment between the delivery date and the installation.

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