



## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

- A.** The term "RISCO" as used herein shall mean RISCO LTD, RISCO GROUP SA & RISCO GROUP UK Limited and/or any of their affiliates & subsidiaries, including RISCO GROUP IBERIA S.L, RISCO GROUP Inc, RISCO GROUP S.r.l, ROKONET BRASIL Ltda, RISCO GROUP SWISS SA, RISCO GROUP FRANCE SAS, RISCO GROUP POLAND SP zoo and RISCO GROUP PTE Ltd, named as the seller in the order acknowledgement to which Customer's order pertains. The term "Customer" shall mean the third party placing a purchase order or otherwise desiring to purchase products or services from RISCO.
- B.** Subject to the provisions hereof, all quotes submitted by RISCO are firm for fourteen (14) days from the date of the quotation unless indicated differently on the face of the quotation. Alterations or changes of quotations after fourteen (14) days may be made at the sole discretion of RISCO without notice.
- C.** No contractual relationship between RISCO and Customer shall arise until such time as RISCO has accepted Customer's purchase order through an order acknowledgement. Verbal orders shall be accepted only at the Buyer's risk and the Seller's interpretation of any verbal instructions will be considered and agreed by the Buyer to be correct and valid.

### 1. OBJECT

- 1.1.** The terms and conditions for sale and delivery of goods and services contained herein shall apply to all RISCO's quotations, any and all purchase orders placed by Customer with RISCO that have been accepted in writing by RISCO and any order acknowledgement from RISCO with regard to goods as well as related services (these documents, including these terms and conditions shall be referred to hereafter as the "Agreement").
- 1.2.** Acceptance by RISCO of Customer's purchase order or any other documents of Customer is made only on the express understanding and condition that only the terms and conditions contained herein shall govern and establish any rights and obligations of the parties with respect to the goods and services covered thereby. RISCO's failure to object to provisions contained in any document or communication from Customer shall not be deemed a waiver of the application of the terms and conditions contained herein. Without limiting the generality of the foregoing, any terms or conditions set forth on any documents or forms utilized by Customer and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the terms and conditions contained herein shall be of no force or effect unless signed by an authorized officer of each party.
- 1.3.** Any changes from the Agreement must be specifically agreed to in writing by an authorized officer of RISCO before becoming binding on RISCO.

### 2. ORDERS

All orders placed by Customer are subject to acceptance by RISCO. Orders may not be cancelled or rescheduled without RISCO's written consent. All orders must include delivery dates, quantities and complete description of Products being purchased. RISCO may in its sole discretion allocate Product among its Customers. RISCO may designate certain Products as non-cancelable, non-returnable ("NCNR") or customer specific ("CS") Products and the sale of such Products shall be subject to the special terms and conditions contained in RISCO's special agreement with any such customer, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

### 3. PRICES

- 3.1.** The prices of the Products are those specified on the front of RISCO's invoice. Pricing for undelivered Product may be increased in the event of any increase in RISCO's cost, change in market conditions or any other causes beyond RISCO's reasonable control.
- 3.2.** Prices are ex works, excluding VAT and any other taxes and/or duties. Unless otherwise agreed to in writing by RISCO, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to, federal, state, provincial and local sales, excise, value added, goods and services taxes and any other taxes. Customer agrees to pay these taxes unless Customer has provided RISCO with an exemption resale certificate in the appropriate form for the jurisdiction of Customer's place of business and any jurisdiction to which Products are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Customer agrees to indemnify and hold RISCO harmless for any liability for tax in connection with the sale, as

well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on RISCO's invoice.

#### **4. PAYMENT TERMS**

- 4.1.** Payment shall be due according to terms of payment and currency specified on the front of RISCO's invoice. Payment shall be made in full and customer may not withhold payment of any invoice or other amount due to RISCO by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.
- 4.2.** Interest will automatically and without any notice of default accrue on overdue invoices from the due date until payment at the rate of 8% above currency LIBOR interest rate per annum.
- 4.3.** Should payment terms be agreed to be in several installments, any overdue invoice not paid within 14 days following its due date, shall cause the entire outstanding payment amount to become due for immediate payment, and said amount shall bear interest as set forth in Section 4.3 above.
- 4.4.** RISCO reserves the right to carry out a credit check against Customer prior to acceptance by RISCO of any purchase order and subsequently may request from Customer prepayment or a bank guarantee in a form to be approved by RISCO and issued by a bank acceptable to it in an amount not exceeding the total price of the purchase order. If Customer fails to make payment for goods or services as herein provided, or if, in RISCO's opinion, a change in Customer's financial condition or other circumstances has created reasonable concerns as to Customer's credit worthiness, RISCO may at any time request (additional) guarantees or may demand prepayment before delivery of any part of the goods or services.
- 4.5.** RISCO reserves the right to establish and/or change credit and payment terms extended to Customer when, in RISCO's sole opinion, Customer's financial condition or previous payment record warrants such action. Further, on delinquent accounts, RISCO shall not be obligated to continue performance under any agreement with Customer.
- 4.6.** If RISCO believes in good faith that Customer's ability to make payments may be impaired or if Customer shall fail to pay any invoice when due, RISCO may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Customer shall remain liable to pay for any Products already shipped and all NCNR and CS Products ordered by Customer.
- 4.7.** RISCO retains a purchase money security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and Products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. Customer's failure to pay all amounts hereunder in full when and as due shall constitute a default hereof and shall give RISCO all rights of a secured party. If Customer fails to pay any amount when due, RISCO shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of RISCO hereunder, at law or in equity. Customer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by RISCO to transfer, create, perfect, preserve, protect and enforce this security interest.

#### **5. DELIVERY & TITLE**

- 5.1.** The goods shall be delivered ex works RISCO's premises, unless otherwise agreed to by RISCO in writing.
- 5.2.** Title in the goods shall not pass to Customer until RISCO has received in full all amounts owed by Customer with respect to such goods and any related services under the Agreement or any other agreement. As long as the title in the goods has not passed to Customer, it shall not be entitled to put the goods under pledge or liens or to encumber them or dispose of them in any way.
- 5.3.** For as long as payment is overdue for all or part of a certain shipment, Customer shall, if requested by RISCO, return the shipment to RISCO. If Customer refuses to return the shipment when so requested, **(i)** RISCO shall be entitled at any time to recover possession of the shipment from Customer, and **(ii)** RISCO or its duly authorized agent is hereby irrevocably authorized by Customer to enter into the premises of Customer during normal business hours to take possession of this shipment.

#### **6. DELIVERY SCHEDULE**

- 6.1.** Customer acknowledges that any delivery schedule provided by RISCO is only an estimation of the lead times. RISCO will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery schedule but shall not be liable to Customer for failure to meet any delivery schedule or for the costs to procure or design substitute goods.

In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting RISCO to any liability or penalty. If the Products perished while in the custody of the carrier, RISCO shall be deemed to have performed its obligations in full.

- 6.2.** Any delay or change in schedules resulting from Customer's acts or negligence may be subject to a price adjustment. If a delivery is delayed at Customer's request by more than one month after ready for shipment notification, RISCO may charge demurrage costs in the amount of 0.5% of the purchase price of the order for each started month of delay up to a maximum of 5% of the total purchase price. If Customer fails to pick up the goods within two (2) months after notification, RISCO will be free to sell the goods to other customers without any indemnity.
- 6.3.** Unless agreed otherwise prior thereto, RISCO reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Customer's order shall not relieve Customer of its obligation to accept delivery and pay for the goods delivered. Customer shall not refuse to accept delivery or any consignment or installment on account of any shortage or defect in any other delivery.

## **7. INSPECTION**

- 7.1.** Customer shall notify RISCO promptly in writing upon receipt of goods of all discoverable defects, including, but not limited to, quantity shortages, incorrect product, and visible defects, but no later than five (5) days from delivery date
- 7.2.** Any variation in quantities shipped over or under the quantities ordered not to exceed 20% shall constitute compliance with Customer's order and the stated unit price will continue to apply.
- 7.3.** No return of goods will be accepted by RISCO without RISCO's prior authorization. Returned goods must be in original manufacturer's shipping cartons complete with all packing materials.
- 7.4.** In the event that Customer fails to inspect the goods or does not present a rejection notice to RISCO in writing within five (5) days of delivery date, the goods shall be deemed accepted. At that time, Customer's only recourse or remedy for non-conforming or defective goods shall be RISCO's standard warranty as provided for in clause 9.

## **8. SPECIFICATIONS**

- 8.1.** RISCO reserves the right to change the specifications of its products (including all statements and data appearing in RISCO's catalogs, data sheets and advertisements) without notice, but in any event the product will conform in all material respects with the specification of the product at the time that the contract of sale is made. RISCO will publish the modified specifications on its website and will notify Customer if it properly subscribed on RISCO's website to receive this information. If such changes to specifications are made, RISCO shall have no obligation to provide the change on goods previously purchased.

## **9. WARRANTY**

- 9.1.** RISCO warrants to Customer that:

- (a) Goods delivered hereunder will at the time of delivery conform in all material respects to the specifications agreed upon between the parties and the quality levels specified in the applicable quality agreement between the parties, if any, for a period of twenty four (24) months from date of which the product was manufactured by RISCO.
- (b) Title to the goods will be free and clear of third party industrial property rights in the country of shipment and without liens to the extent used in accordance with the specifications.

- 9.2.** RISCO gives no warranty or guarantee whatsoever with respect to sales or orders through unauthorized sales channels. Goods sold under such sales or purchase orders are provided "as is" and with all visible and hidden defects.

- 9.3.** RISCO's sole and maximum liability for breach of its warranties herein for defective goods or failure to meet the applicable specifications or quality levels is limited to the obligation, at RISCO's sole discretion, to either repair or replace the defective goods or credit Customer's account with the purchase price of the goods concerned, provided that:

- (a) RISCO is notified in writing by Customer within five (5) business days after discovery of hidden defects or failure to meet the specifications or quality levels;
- (b) Customer obtains an authorization from RISCO prior to returning any defective goods to RISCO in accordance with clause 7.3;
- (c) the defective goods are returned to RISCO, transportation charges prepaid by Customer (if upon examination by RISCO, it determines that the goods are entitled to this warranty, RISCO shall be responsible for all transportation charges to and from RISCO's facility);

- (d) the defective goods are received by RISCO no later than four (4) weeks following the last day of the warranty period;
  - (e) RISCO's examination of such goods shall conclude that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, damage by water, fire, casualty or by accident or negligence in use, storage, transportation or handling, or by non compatibility with other components used by Customer; or by power surges or failures, or other events beyond RISCO's control; and
  - (f) Customer did not request a third party to repair or replace the defective or non-conforming goods without RISCO's authorization.
  - (g) any trade marks or labels on the Goods have not been removed or mutilated.
  - (h) the Seller is satisfied that the Buyer purchased the Goods from the Seller.
- 9.4.** In the event that any of the conditions mentioned in clause 9.3. is not met, RISCO shall have no liability under this warranty whatsoever.
- 9.5.** RISCO's obligation to honor this warranty is contingent upon RISCO's receipt of payment in full for the goods covered by this warranty.
- 9.6.** Disclaimer of warranties: All warranties and representations, and implied warranties for hidden defects, merchantability or fitness for a particular purpose, whether oral or in writing and whether express or implied either by operation of law, statute or otherwise, other than those set forth in this Agreement, are excluded to the maximum extent permitted by law.
- 9.7.** The provisions of this clause 9 are RISCO's only liability and Customer's exclusive remedy for any claim, whether arising in tort, contract or for breach of warranty.
- 9.8** CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND RISCO SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF RISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S RECOVERY FROM RISCO FOR ANY CLAIM SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. RISCO SHALL NOT BE LIABLE FOR AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD RISCO HARMLESS FROM ANY CLAIMS BASED ON RISCO'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN RISCO, OR USE IN COMBINATION WITH OTHER PRODUCTS. IF, FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY AN ARBITRATION PANEL OR COURT OF COMPETENT JURISDICTION TO BE INVALID OR INAPPLICABLE UNDER ANY APPLICABLE STATE OR PROVINCIAL LAW, CUSTOMER AGREES THAT RISCO'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES WITHOUT REGARD TO ANY INDIRECT OR PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY SUCH APPLICABLE LAW.
- 9.9** Customer acknowledges that this Agreement was entered into at arms length and that it was not fraudulently induced to enter into this Agreement, in whole or any part, and Customer explicitly disclaims and waives any claim with respect thereto.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1.** Goods sold hereunder are or will be protected by intellectual property rights of RISCO anywhere in the world, including, but not limited to, rights under issued and pending patents, issued and pending model and design rights, copyright rights, issued and pending trademark rights, database rights, rights on semi-conductors and know-how rights. Nothing in this Agreement is intended to confer on Customer or third parties any rights or interests therein.
- 10.2.** Further, Customer and third parties will acquire hereby no rights or interests or licenses in any:
- (a) Drawings, specifications, technical information, moulds, masks, tools, know-how used by RISCO;
  - (b) Building blocks or custom cells used or designed by RISCO to develop the goods;
  - (c) Business processes used by RISCO to design, develop, manufacture or test the goods.
- 10.3.** Customer agrees and acknowledges that any intellectual property rights to an improvement in or modification to drawings, specifications, technical information, tools, know-how used by RISCO shall be irrevocably transferred to and become the sole property of RISCO, regardless of whether any such improvement or modification was developed by or made on specific request of Customer.

**10.4.** Customer further agrees to use and respect all appropriate copyright and proprietary notices and markings on all goods delivered hereunder regardless of their intended use, and shall ensure that such notices and markings remain apposed upon delivery.

## **11. INFRINGEMENT ON INTELLECTUAL PROPERTY RIGHTS**

**11.1.** RISCO shall defend any legal proceeding brought against Customer insofar as such legal proceeding is based on a claim that any goods provided by RISCO infringe any patent(s), copyright(s) or trademark(s) in the country of the place of delivery, if RISCO is notified promptly in writing of the existence of such suit or proceeding or the risk of such suit or proceeding being initiated and is given full and complete authority, information and assistance by Customer for such defense.

**11.2.** In the event that such goods are held in such suit or proceeding to be infringing and their use is enjoined, RISCO will use its reasonable efforts, at its option and at its expense, to either:

- (a) Procure for Customer the right to continue using such goods;
- (b) Modify such goods so that they become non-infringing;
- (c) Replace such goods with non-infringing goods; or

(i) Accept the return of such goods, granting Customer a refund or credit equal to the depreciated value thereof.

**11.3.** Any provision herein to the contrary notwithstanding, RISCO shall have no obligation to Customer and Customer shall indemnify and hold RISCO harmless against any claim arising from any infringement, misappropriation or misuse claimed by any third party or parties if any such claim arises out of

- (a) A modification of the goods not introduced or approved by RISCO; or
- (b) The interconnection or use of the goods in combination with goods or other devices or with a manufacturing, assembly or other process; or
- (c) The use of the goods in other than an application recommended by RISCO; or
- (d) Compliance with Customer's design, specifications and/or instructions.

**11.4.** RISCO shall notify Customer promptly in writing of a proceeding provided for in clause 11.3 and give Customer full and complete authority, information and assistance for such defense. Customer shall pay all damages and costs finally awarded against RISCO in any such suit or proceeding, but Customer shall not be responsible for any settlement in this respect made by RISCO without the written consent of Customer (which consent shall not be unreasonably withheld or unduly delayed).

**11.5.** The foregoing clauses state the sole and exclusive liability of the parties in respect of infringement of intellectual property rights.

## **12. CONFIDENTIALITY**

**12.1.** For the purpose of this Agreement, Confidential Information shall mean: all information (in whatever format) which: (i) relates to the Agreement; (ii) is designated as confidential by either party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either party (including customer data) and which may reasonably be regarded as confidential information of the disclosing party.

**12.2.** Subject to clause 12.3, each of RISCO and the Customer shall:

- (a) Only use Confidential Information of the other party for the purposes of this Agreement;
- (b) Only disclose Confidential Information of the other party to a third party with the prior written consent of the other party (except that RISCO may disclose Confidential Information of Customer to RISCO affiliates or to its employees, agents or contractors, including professional advisors or auditors, and Customer may disclose Confidential Information of RISCO to Customer affiliates for the purposes of this Agreement); and
- (c) Ensure that any third party to whom Confidential Information of the other party is disclosed executes a confidentiality undertaking substantially similar to the terms of this clause 12.

**12.3.** The provisions of clause 12.2 shall not apply to any Confidential Information which: (i) is or comes into the public domain other than by breach of this clause 12; or (ii) is or has been independently generated by the recipient party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.

## **13. NON-EXCLUSIVITY:**

**13.1.** In the event that RISCO shall design a product or parts of a product for Customer, all intellectual Property Rights shall belong to RISCO.

**13.2.** There is no exclusivity for custom designed products and/or parts. RISCO has the right to sell the said component as a catalog item to third parties without any obligations, whatsoever to the originator of the custom designed part.

**13.2.** There is no exclusivity on the custom cells designed by RISCO. RISCO has the right to use the cells in any other product without any restrictions.

#### **14. FORCE MAJEURE**

**14.1.** RISCO shall not be liable for delay in performance or failure to perform in whole or in part the terms of this Agreement due to causes beyond the reasonable control of RISCO, including, without limitation, strike, labor disputes (whether or not in relation to one of the parties workforce), shortages of material, war, acts of terrorism, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other acts of God.

**14.2.** The period for performance for the party affected by such a cause shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than three consecutive (3) months, each party may terminate this Agreement or any purchase order in accordance with clause 19.3 without liability.

#### **15. ASSIGNMENTS & SUBCONTRACTING**

**15.1.** Neither party may assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, without the written consent of the other party (which consent shall not be unreasonably withheld or unduly delayed).

**15.2.** Notwithstanding clause 15.1, RISCO may assign any and all of its rights and obligations hereunder upon notification to **(i)** any RISCO affiliated company; **(ii)** a third party pursuant to any sale or transfer of all or part of the assets or business of RISCO; or **(iii)** a third party pursuant to any financing, merger, or reorganization of RISCO.

**15.3.** RISCO may subcontract any part of the work or services to be provided under the Agreement.

#### **16. INDEMNIFICATION**

**16.1.** Customer acknowledges that use of RISCO's goods in such product applications is understood to be fully at the risk of Customer and that Customer is responsible for verification and validation of the suitability of RISCO's goods in such applications. Customer agrees that RISCO is not and shall not be liable, in whole or in part, for any claim or damage arising from use in such applications. Customer agrees to indemnify, defend and hold RISCO harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use.

#### **17. LIMITATION OF LIABILITY**

**17.1.** Subject to clause 18.3 but otherwise notwithstanding anything else in this Agreement, RISCO's total liability in contract, tort, strict liability or otherwise arising in connection with the Agreement, shall be limited to the amounts paid by Customer for the goods giving rise to such claims in any six months period preceding the event with a maximum of one (1) million USD.

**17.2.** Subject to clause 17.3 but otherwise notwithstanding anything else in this Agreement, RISCO shall in no event be liable to Customer for indirect, incidental, collateral, special, punitive, or consequential damages or losses such as but not limited to line stop, recalls, harm to business or business reputation, loss of revenues, loss of anticipated savings or lost profits, whether or not foreseeable and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise.

**17.3.** Nothing in this Agreement shall serve to limit either party's liability in respect of **(i)** death or personal injury caused by or arising from the other party's gross negligence or **(ii)** willful misconduct.

**17.4.** Notwithstanding anything else in this Agreement, RISCO shall not be liable for and Customer agrees to indemnify and hold RISCO harmless from all liability for any and all damages arising from or in connection with the use of goods by Customer, its employees, customers and others.

**17.5.** Notwithstanding anything else in this Agreement, RISCO shall not be liable for and Customer agrees to indemnify and hold RISCO harmless from any claims based on RISCO's compliance with Customer's designs, specifications or instructions or modification of any goods by parties other than RISCO, misuse of the goods by Customer or use in combination with other products.

#### **18. TERM & TERMINATION**

**18.1.** The Agreement shall take effect from the date the first purchase order is accepted by RISCO, or the date Customer first takes receipt of the goods, whichever of these is earlier, and shall continue in force unless and until terminated in accordance with this clause 19.

**18.2.** If the Agreement relates to a one time, non-recurrent delivery of products or services, the Agreement will automatically be terminated after the products or services concerned have been delivered, accepted and paid for in full. Except if agreed differently between the parties, if the Agreement relates to a recurrent delivery of products

or services, the Agreement only terminates after all products and services concerned have been delivered, accepted and paid for in full

**18.3.** Either RISCO or Customer may terminate this Agreement or any purchase order immediately upon notice in writing:

- (a) If the other has a receiver or an administrative receiver appointed over it or over any part of its undertakings or assets or passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect or if the other enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law; or
- (b) In the event of a force majeure event as provided for in clause 14.1, which has application to all goods or services and which subsists for a period exceeding three (3) consecutive months.

**18.4.** RISCO may terminate this Agreement or the relevant purchase order without further obligation or liability of RISCO on five (5) business days' notice if Customer fails to:

- (a) Make any payment, when due, in accordance with the terms of this Agreement.
- (b) Comply with any request made by RISCO under clause 4.3.

**18.5.** Clauses 1, 8.1, 9, 10, 11, 12, 14, 15, 16, 17, 18, 21, 22 and 23 of these terms and conditions will survive the termination or expiration of the Agreement.

## **19. CANCELLATIONS**

**19.1.** No cancellations of orders by Customer will be accepted within thirty (30) days of the earliest requested ship date.

**19.2.** All cancellations of orders by Customer between thirty-one (31) and ninety (90) days prior to the earliest requested ship date shall result in a cancellation charge to be reasonably determined by RISCO based on such factors as whether the product was manufactured specifically for Customer, RISCO's ability to change its production schedule within the period of the notice provided by Customer and whether RISCO acquired or allocated particular supplies or equipment to meet Customer's order, with a minimum of:

- (a) Fifty (50)% of the total price set forth in the order acknowledgement that is being cancelled if cancellation is received between thirty-one (31) and sixty (60) days prior to the earliest requested ship date;
- (b) Twenty five (25)% of the total price set forth in the order acknowledgement that is being cancelled if cancellation is received between sixty-one (61) and ninety (90) days prior to the earliest requested ship date.

## **20. APPLICABLE LAW & JURISDICTION**

**20.1.** This Agreement shall be governed by the laws of the country in which the selling RISCO entity is registered, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

**20.2.** The sole court that has jurisdiction for any legal actions related to this Agreement shall be the commercial competent court for the registered address of the RISCO selling entity. However RISCO, at its option, also has the possibility to summon Customer before the competent courts for the location of the registered address of Customer.

## **21. NOTICES**

**21.1.** Any notice to be given under this Agreement shall be in writing and may be hand-delivered (including delivery by courier) or sent by fax transmission to the receiving party's address provided by it, or such other address or number as may be notified by that party from time to time for this purpose.

**21.2.** Unless the contrary shall be proved, notice shall be deemed to have been given, if by hand delivery (including courier) during working hours on a working day, when left at the relevant address, and otherwise on the next working day after delivery, and if by fax during working hours on a working day, when transmitted, and otherwise on the next working day after transmission.

## **22. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006 (WEEE)**

RISCO GROUP UK Limited ("RISCO UK") is a producer for the purposes of the WEEE. RISCO UK's Producer Registration Number is WEE/HF0053TQ. It will, from 1st. July 2007 provide a business to business take back scheme on a one for one basis for similar products where a customer purchases Goods to replace those removed from a non-domestic environment subject to acceptance by RISCO UK. This facility is subject to terms and conditions which may vary from time to time a copy of which will be available upon request.

### 23. IMPORT LICENSES

Customer is responsible for obtaining, at its own cost, such import licenses and other consents in relation to the Products as are required from time to time and, if required by RISCO, the Customer shall make those licenses and consents available to RISCO prior to the relevant shipment.

### 24. MISCELLANEOUS

**24.1. Severability.** If any provision of the Agreement, including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.

**24.2. No Waiver.** Failure or delay by either party to exercise or enforce any right conferred by this Agreement, including RISCO's right to deliver invoices in accordance with clause 3, shall not be deemed to be a waiver of any such right.

**24.3. Relationship.** Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute between the parties a partnership, agency, association, joint venture or other co-operative entity.

**24.4. Variation.** The Agreement shall be modified only by the written agreement of the parties represented by duly authorized officers.

**24.5. Entire Agreement.** This Agreement sets out the entire and exclusive agreement between RISCO and Customer and, as the case may be, supersedes all prior proposals, representations, agreements or understandings concerning the subject matter addressed herein. Notwithstanding the above, in the event that a specific agreement is signed between RISCO and Customer, the terms hereof shall be complementary to the terms of such agreement and in the event of any discrepancies between the two, the terms of the specific agreement shall prevail.

**24.6. Translations.** The Agreement is entered into in the English language. If the parties would make a translation thereof in another language, such translation will be for information purposes only and the English version will apply in case of discrepancies or in case of inconsistency between the two versions.