

Allshelter LLC's sales terms and conditions ("Sale T&Cs")

1 Definitions and interpretation

Agreement means the contract formed between the Company and Customer for the supply of Products by the Company to the Customer, including these Sale T&Cs, the Limited Warranty set forth in the independent annex named Exhibit A, as well as the relevant Order accepted by the Company.

Company means Allshelter LLC, an Illinois Limited Liability Company whose principal office is located at 1005 N. Commons Drive, Aurora IL 60504.

Consequential Loss means:

- (a) loss of revenue;
- (b) loss of profit or anticipated profit;
- (c) loss of business;
- (d) loss of business reputation;
- (e) loss of opportunity;
- (f) loss of anticipated savings;
- (g) loss of goodwill; and
- (h) any other loss suffered by a party as a result of a breach of the Agreement that cannot reasonably be considered to arise directly and naturally from that breach.

Customer means a person placing an Order with or purchasing Products from the Company, and includes any person acting on behalf of that person.

Force Majeure Event has the meaning set forth in clause 20.1.

Indemnified Parties has the meaning set forth in clause 18.1.

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Intellectual Property Rights means all intellectual property rights, including but not limited to:

- (a) patents, copyright, registered designs, trademarks, trade names, logos, distinctive marks, designs, goods, services, programs, works, inventions, models, any materials created and/or made available by the Company hereunder or within the framework of the relationship between the Company and the Customer, and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any rights referred to paragraph (a), created by the Company (whether before or after the Agreement is entered into), relating to the Products whether alone or with a third party in the course of or in connection with selling the Products to the Customer, including any drawings prepared by the Company.

Limited Warranty means the Company's limited warranty attached to these Sales T&Cs as an independent annex named Exhibit A.

Order means an offer by a Customer to purchase Products from the Company.

Product(s) means any shelters, structures, goods, services or materials ordered by the Customer from the Company or supplied by the Company on the Order of the Customer.

MTO Product(s) means made to order products, which include any Product that has been specially ordered for the Customer (whether locally or from overseas) or which is specially manufactured for the Customer or is not a stocked item.

Sale T&Cs means these Terms and Conditions of Sale.

In these Sale T&Cs:

- (a) a reference to a thing includes a part of that thing;
- (b) "including" and similar expressions, and the giving of examples, do not limit what else may be included;
- (c) headings are for ease of reference only and do not affect interpretation;
- (d) the singular includes the plural and vice versa; and
- (e) another grammatical form of a defined word or expression has a corresponding meaning.

2 Sale Terms

- 2.1 These Sale T&Cs apply to all transactions and associated dealings between the Company and the Customer including all Orders and sales, and will prevail over all other terms and conditions (including any that may be presented by the Customer, and any previously agreed between the parties).
- 2.2 The Sale T&Cs as published on the website of the Company at the time of placing an Order will apply to such Order.
- 2.3 Any supply of Products by the Company to the Customer is a supply pursuant to a separate contract formed between the Company and Customer constituting these Sale T&Cs and the relevant Order accepted by the Company (**Agreement**) to the exclusion of all other terms and conditions other than any expressly agreed in writing by the parties.

3 Order and Acceptance

- 3.1 Any Order placed or made by the Customer constitutes an irrevocable offer and unqualified acceptance by the Customer of the Sale T&Cs. No interlineations, deletions, modifications or amendments to these Sale T&Cs shall be binding on the Company unless agreed to and accepted in writing by the Company. The initiation of performance under the Agreement shall indicate the Customer's acceptance of these Sale T&Cs.
- 3.2 The Company reserves the right to accept or reject an Order for any reason, in its sole discretion, including without limitation the unavailability of any Product, an error in the Product description in a Company publication, or an error in the Order. The Company may require additional verification or information before accepting any Order.
- 3.3 The Company may accept any Order in whole or in part by providing confirmation of the Order to the Customer. Acceptance may be oral or in writing at the Company's discretion.
- 3.4 No terms or conditions sought to be imposed by the Customer (including any that are incorporated into a tender, offer, counteroffer, proposal, confirmation, invoice or other document issued by or on behalf of the Customer) will apply, unless expressly accepted in writing by the Company.
- 3.5 Accepted Orders may not be varied or cancelled by the Customer without the Company's written consent and (subject to these Sale T&Cs) there is no right of return. The Company may grant its consent subject to an Order cancellation charge of twenty percent (20%) of the value of the Products Ordered.

- 3.6 A cancellation of an Order for any MTO Product will not in any case entitle the Customer to any return or refund.
- 3.7 The Company reserves the right to substitute Products that are not available for comparable Products of equal or higher specification, unless the Order specifies that the Products are “not to be substituted”.

4 Price

- 4.1 The price of the Products will be as agreed in writing between the parties or where there is no agreed price, the price will be the amount indicated on the then-current price list published by the Company describing the Products, or as indicated on the quotation provided by the Company to the Customer regarding Products ordered (where the latter will override the price list in the event of any inconsistency). However, no Agreement shall arise until a written acknowledgment from the Company accepting the Customer’s Order, is sent by the Company to the Customer. The Company will be entitled to adjust agreed prices on the basis of the average change in the cost price of the Products and it will inform the Customer accordingly.
- 4.2 If the Company’s cost of supplying the Product increases by more than ten percent (10%) due to any change in the amount of any sales taxes and other taxes, currency fluctuations, duties, freight and transport charges which may be applicable, the Company may upon written notice at any time before delivery increase the price of the Products by the corresponding amount.
- 4.3 The Company may charge, in addition to the price of the Products, the costs incurred by the Company for delivery of the Products in accordance with the Agreement. While the Company will use reasonable endeavors to notify these costs to the Customer in advance, these rates are subject to change without notice.
- 4.4 The date for payment of the price of the Products will be set out in the invoice, or if not set out in the invoice, seven (7) calendar days from the date of the invoice. Payment shall be received by wire transfer into the Company’s account.

5 Credit Granting and Payment

- 5.1 The Company may require a deposit to be paid upon placement of an Order, with the balance to be paid prior to delivery, or may agree to extend credit to the Customer for part or all of an Order. Whether credit is extended to the Customer, and the applicable terms (including any credit limit), are in the Company’s discretion. Credit approval once granted may be withdrawn or varied by the Company at any time in its sole discretion. Where credit approval has not been granted, or is withdrawn, or is outside of credit terms, payment for all Products is required before delivery (in cash or cleared funds).
- 5.2 Where credit has been granted to the Customer, all tax invoices issued by the Company are due and payable by the date for payment agreed in writing by the Customer and the Company but if no agreement in writing is made then no later than seven (7) calendar days from the date of the tax invoice.
- 5.3 The Company may charge in addition to the price of the Products a fee for the administration and financing cost of providing credit to the Customer at a rate dependent on the amount and value of credit granted. The rate of such account fee is specified in the account opening letter issued by the Company to the Customer and is subject to change by the Company on provision of written notice to the Customer. The Customer must pay such account fee in accordance with tax invoices issued by the Company.

6 Credit Policy and Default

- 6.1 The Company may charge interest on all amounts not paid by the Customer within the stated terms for payment at a rate of one and half percent (1.5%) per calendar month, or the maximum permitted by law, calculated from the due date and accruing monthly until the date of payment.
- 6.2 The Customer must reimburse and indemnify the Company from and against all expenses, costs and disbursements incurred by the Company in pursuing any overdue debt owed by the Customer including all reasonably incurred legal costs on a solicitor and own client basis and the fees charged to the Company by any mercantile agency. The Company will be entitled to apply payments made by the Customer first to pay those claims it deems appropriate, including but not limited to interest, late charges and costs of collection.
- 6.3 If the Customer fails to pay any amount owed by the due date or otherwise breaches the Agreement, the Company may at its sole discretion and without prejudice to its other rights under the Agreement:
- (a) withdraw any provision of credit to the Customer;
 - (b) reverse any rebates and discounts allowed;
 - (c) change credit payment terms including require cash pre-payment for any further Products ordered;
 - (d) provide to a credit reporting agency details of the payment default;
 - (e) commence legal proceedings against the Customer for all outstanding amounts, interest and costs;
 - (f) decline to supply Products to the Customer and terminate the Agreement or any other agreement with the Customer;
 - (g) suspend any of its obligations to the Customer under the Agreement or any other agreement with the Customer; and/or
 - (h) exercise any other rights at law.

7 Sales tax and other taxes

- 7.1 Unless expressly included stated otherwise, all amounts expressed or described in the Agreement or in invoices do not include any present or future Federal, State or Local property, sales, use, excise, license, gross receipts or other taxes or assessments which may be applicable to, imposed upon or result from the Agreement.

8 Delivery

- 8.1 The method and agency of transportation and routing will be designated by the Company. Delivery of the Products will be deemed to have taken place when:
- (a) the Customer takes possession of the Products at the Company's address if the Products are collected by the Customer;
 - (b) the Products are delivered at the Customer's address (in the event that the Products are delivered by the Company or the Company's nominated carrier); or
 - (c) the Customer's nominated carrier takes possession of the Products in which event the carrier will be deemed to be the Customer's agent.
- 8.2 The Customer's address for delivery will be the address specified in the Commercial Account Application Form or agreed in writing by the Company.
- 8.3 Delivery of Products may not be refused by the Customer after an Order has been accepted by the Company. If the Customer does not accept or pick up the Product at the date specified in the Order or

later agreed to by the Company, the delivery of the Product shall nevertheless be deemed accepted by the Customer.

- 8.4 Delivery of Products to a third party or place nominated in any way by the Customer is deemed to be delivery to the Customer pursuant to the Agreement.
- 8.5 The Customer must make all arrangements necessary to accept delivery of the Products whenever they are tendered for delivery. In the event that the Customer is unable or unwilling to accept delivery of the Products as arranged, the Company will be entitled to charge all reasonable costs for the demurrage, return, storage and redelivery of the Products. The current storage charge is thirty US Dollars (\$30) per pallet space per week (or part thereof) from the date the Products are tendered for delivery until the date of delivery.
- 8.6 If the Customer does not either collect or accept delivery of the goods within thirty (30) calendar days of first refusal or failure to accept delivery of the Products by the Company, the Company may, at its discretion, decide to suspend or terminate the Agreement and shall be entitled, to the exclusion of any other remedy for the Customer's failure to take the Products, to compensation for the loss it suffered as a result of the Customer's delay, including any consequential and indirect loss, as well as any expenses properly incurred in performing the Agreement and not covered by payments received for the Products delivered. The Company may also, at its own discretion, either dispose of or re-sell the Products. In this event the Customer will remain liable for:
- (a) the Price of the Products, if the Company is not reasonably able to resell the Products;
 - (b) any interest that has accrued on the unpaid Price in accordance with clause 6.1 herein;
 - (c) the account fee for the administration and finance cost of credit in accordance with clause 5.3 herein;
 - (d) costs incurred by the Company for demurrage, return, storage and redelivery of the Products;
 - (e) disposal costs;
 - (f) if the Products are resold, any difference in price achieved by the Company re-selling the Products; and
 - (g) all reasonably incurred legal costs on a solicitor and own client basis and the fees charged to the Company by any mercantile agency.
- 8.7 Any specific shipping date designated in writing signed by the Company shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence". Therefore, the Company will not be liable for any loss, damage or expense arising from failure by the Company to deliver the Products at a specified time or at all, and the failure of the Company to deliver at a specific time or at all will not entitle either party to treat the Agreement as repudiated. The Customer agrees to indemnify, defend and hold the Company harmless against any costs and expenses related to any claims for lost profits or other consequential damages based on the Company's failure to deliver timely.

9 Product Information, Prices, Photos and Images

- 9.1 The Product range on the Company's website may vary from printed catalogues. Product information, photographs and images may differ from the actual Products. Photographs and images on the website, electronic mail and in printed material are for illustrative purposes only and shall not bind the Company.

10 Passing of Risk

- 10.1 The risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the Customer, the Customer's agent or courier (as the case may be).

11 Security Interest

- 11.1 In order to protect and secure payment of all debts due and owing from the Customer and until the Company has been paid in full, the Customer hereby grants to the Company a security interest in the Product, and all proceeds and all accounts receivables resulting from the sale of the Product. In connection therewith, the Customer hereby authorizes the Company to take all necessary steps to file such financing statements and exhibits with the proper authorities, including the filing of a UCC-1 financing statement.
- 12 Until the Customer has paid for the Product in full, the Customer shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the Product in favor of any person other than the Company unless written approval of such other security interest is given by the Company. Additionally, the Customer agrees to keep the Product insured to its full value until payment is received by the Company. In the event the Customer sells the Product to a third party before payment in full is received by the Company, the Customer agrees to secure its security interest in the Product at the time of sale to its own customer in order to protect the Company's interests to the greatest extent possible.

13 Returned Cheques

- 13.1 An administration fee of fifty-five US Dollars (\$55.00) plus all associated bank charges may be applied to any cheque payment returned unpaid by the bank for whatever reason. This fee may increase without notice to cover the expenses and cost actually incurred by the Company.

14 Currency

- 14.1 Payments must be made in US Dollars. Payments remitted in foreign currency must include all related bank charges and currency conversion costs both on the payment and receiving end.

15 Defects, Claims and Returns

- 15.1 The Customer accepts that minor defects in the Products do not constitute grounds for a claim for return of the Products or any other remedy under these Sale T&Cs.
- 15.2 the Customer accepts that MTO Products may not be returned.
- 15.3 All procedures to return defective Products are outlined in the Company's Limited Warranty attached as an independent annex, Exhibit A, of these Sales T&Cs.

16 Limited Warranty and Disclaimer

- 16.1 The Company's Limited Warranty is attached to these Sales T&Cs as an independent annex, Exhibit A. The Customer shall indemnify, defend and hold the Company and any affiliated companies harmless against any claims made by third parties based on any representation or warranty made by the Customer that differs in any way from the Company's Limited Warranty.
- 16.2 All Products and MTO Products are built to withstand design wind speeds as detailed in the relevant Company drawings and information. These wind speeds include an allowance for building height, but not for all local topographic effects. If the structure is to be located in an area of high winds such as a hilltop or similar exposed topography and the Customer wants to ensure that the appropriate Product is supplied, the Customer must include in the Order the relevant wind rating and special conditions. The Company does not make any representations or warranties in relation to ultimate wind speeds differing to what is detailed in the relevant Company drawings and information unless confirmed in writing.
- 16.3 Products supplied may be supported by various components such as posts, walls, existing buildings, and shipping containers. The structural performance of each of these components is critical to the performance of the Products. The Company takes no responsibility for any damage arising from the failure of support components that are not supplied by the Company.

16.4 Due to the inherent variability in ground conditions the Company takes no responsibility for any damage arising from foundation or anchorage failure. It is the responsibility of the Customer to check the suitability of foundations or anchorages for Products with a qualified engineer acquainted with local conditions.

16.5 The Products must be installed and used in accordance with the instructions provided by the Company, failing which the Warranty and all other warranties are voided. It is the Customer's responsibility to obtain any development or other approvals or licenses for the erection of Products, if required.

17 Set-off

17.1 The Customer will not be entitled to retain, set off or deduct from the price of Products any sums owed or claimed to be owed to the Customer by the Company.

17.2 The Company may deduct and set off from any amounts payable by the Company to the Customer any amounts payable by the Customer to the Company.

18 Indemnity

18.1 To the full extent permitted by law, the Customer, on its own behalf, and behalf of its parent, subsidiary(ies), affiliated and related companies, and their respective predecessors, past and present officers, directors, shareholders, agents, employees, legal representatives, successors and assigns (**Indemnifying Parties**), will indemnify and reimburse the Company, and its parent, subsidiary, affiliated and related companies, and their respective predecessors, past and present officers, directors, shareholders, agents, employees, legal representatives, successors and assigns (**Indemnified Parties**), and keep the Company and Indemnified Parties indemnified from and against any liabilities, losses, damages, actions, suits, demands, claims of any kind and nature and all costs and expenses whatsoever to the extent they may be incurred or suffered by the indemnified parties in connection with the Product (including, without limitation, reasonable attorneys' fees and expenses), fines, penalties (and other charges of applicable governmental authorities), damage to or loss of use of property (including, without limitation, consequential or special damages to third parties or damages to the Customer's property), or bodily injury to or death of any person(s) (including, without limitation, any agent or employee of the Customer, user of the Product, or any other person, the Company and Indemnified Parties may sustain as a result of any breach, act or omission, arising directly or indirectly from or in connection with:

- (a) any breach of any of the Agreement or any law by the Customer or Indemnifying Parties;
- (b) any negligent, willful, fraudulent, dishonest or otherwise wrongful act or omission by the Customer or Indemnifying Parties;
- (c) any use by the Customer of the Product that is not in accordance with Product instructions or directions;
- (d) the death of, or personal injury to, any person, or any damage to or destruction of any property, to the extent caused by any act or omission of the Customer or Indemnifying Parties;
- (e) the acquisition, use, purchase, shipment, transportation, delivery, lease or sublease, ownership, operation, possession, control, storage, return or condition of the Product (regardless of whether the Product is at the time in the possession of the Customer or Indemnifying Parties),
- (f) the falsity of any representations or warranties of the Customer or Indemnifying Parties;
- (g) installation or delivery of any Products for the Customer.

19 Assignment and Subcontracting

19.1 The Customer may not assign or subcontract any of its rights or obligations under the Agreement.

19.2 The Company may assign any of its rights or obligations under the Agreement by written notice to the Customer (in which case the Customer must promptly execute any documentation the Company reasonably requires to give effect to that transfer, including a novation).

19.3 The Company may subcontract to any third party any part of the Agreement without notice to the Customer.

20 Force Majeure

20.1 The Company will have no liability to the Customer as a result of unforeseeable events, including but not limited to, Acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic; any law or any action taken by a Government or a public authority including without limitation imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident, the inability of the Company's suppliers to supply necessary materials, or any other matter beyond the Company's reasonable control (**Force Majeure Event**). The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

19.2 The Customer shall use all reasonable effort to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than six (6) months, the Company may terminate the Agreement immediately by giving written notice to the Customer.

21 Privacy Consent and Confidentiality

21.1 The Customer acknowledges and agrees that the Company may collect, retain, use and disclose to third parties information about the Customer, its guarantors, directors or proprietors for the following purposes:

- (a) to assess the Customer's credit worthiness (including to obtain a consumer credit report or commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency);
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its directors or proprietors; and
- (c) marketing any products or services of the Company.

21.2 The Company may disclose personal information about the Customer to a credit reporting body, which may include Equifax and its related entities. The Company may also disclose personal information to its trade credit insurer, QBE.

21.3 The Company's credit policy contains information about how an individual may:

- (a) access the credit eligibility information about the individual that is held by the Company; and
- (b) seek the correction of credit information or credit eligibility information about the individual that is held by the Company.

21.4 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to it by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company's business, its Products and services which the Customer may obtain. The Customer shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the

obligations set out in this clause as though they were a party to the Agreement. The Customer may disclose such of the Company's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Agreement.

22 Waiver

- 22.1 The failure or indulgences by the Company to exercise, or delay in exercising, any right, power or privilege available to it under these Sale T&Cs will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power and the Company will be entitled to require strict compliance at all times.

23 Proper Law and Jurisdiction

- 23.1 The Agreement is governed by and will be construed in accordance with the laws of the State of Illinois, without reference to conflict of laws principles. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.
- 23.2 In the event of a dispute arising from or relating to the Agreement, which is not resolved by negotiation between the parties, the parties hereby agree to exclusive personal jurisdiction in the state and federal courts located in Chicago, Illinois.

24 General provisions

- 24.1 The Agreement represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of the Agreement will be legally binding upon either party unless in writing and signed by both parties or allowed by these Sale T&Cs.
- 24.2 The Company may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Company, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices will be deemed to be given:
- (a) where delivered by hand, on the day of delivery;
 - (b) where sent by post, two (2) business days after the day of posting; and
 - (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained in the case of facsimile or no error message is received in the case of email.
- 24.3 If any term of the Sale T&Cs is invalid, void, illegal or unenforceable, it will be severed from the Agreement and the remaining provisions will not be affected, prejudiced or impaired by such severance.
- 24.4 In the event that the Customer sells or otherwise disposes of its business (or any part thereof), the Customer will be responsible to immediately notify the Company in writing of such sale to enable the account to be closed. If the Customer fails to so notify, then the Customer will be jointly and severally liable with the third party acquiring the business (or part thereof) to the Company for the payment of Products subsequently sold to the third party on the Customer's account before the Company received such notice as if the Customer had ordered the Products itself, and the Company will have the right, at its sole discretion, to terminate the Agreement.

25 On-Sale

- 25.1 The Customer agrees that upon the on-sale of any Products by the Customer to third parties, it will:
- (a) inform any third party involved of the Agreement and these Sale T&Cs;
 - (b) inform any third party of Company's Limited Warranty; and

- (c) not make any misrepresentations to third parties about the Products.

26 Trustee Capacity

- 26.1 If the Customer is the trustee of a trust (whether disclosed to the Company or not), the Customer:
- (a) enters into the Agreement in both its capacity as trustee and in its personal capacity;
 - (b) warrants to the Company that the Customer has the right to be indemnified out of trust assets;
 - (c) warrants to the Company that the Customer has the power under the trust deed to enter into the Agreement; and
 - (d) must not retire as trustee of the trust or appoint any new or additional trustee without the Company's written approval (which will not be unreasonably withheld).

27 Intellectual Property Rights

- 27.1 Nothing in these Sale T&Cs or the Agreement constitutes a transfer, assignment or grant of any ownership rights in any intellectual property rights (which will be retained by the Company) unless otherwise expressly stated. The Customer shall not reproduce, modify, transfer, grant, assign, license or use the Company's intellectual property, except in accordance with these Sale T&Cs.
- 27.2 The Customer obtains no rights in relation to the intellectual property rights other than a limited license to use drawings provided by the Company for the purposes of having the Products installed.
- 27.3 In the event the Products are produced by the Company in accordance with specifications submitted by the Customer, such as MTO Products, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specifications.
- 27.4 The Company makes no warranty concerning the appropriateness of the Products or services to the purposes for which the Customer or its customer are acquiring same. Moreover, the Company makes no warranty that the Products or services or other intellectual property of the Company do not infringe the rights of third parties.

28 Termination

- 28.1 In case of suspension or termination, the Company reserves the right to demand immediate payment for the Products and any raw materials, materials, parts and other goods it purchased, reserved, processed or produced for the performance of an Order. The Customer is bound to accept delivery of the Products and such materials, parts, or goods.
- 28.2 The Company will be entitled to suspend or terminate the Agreement unilaterally upon written notice to the Customer, with immediate effect, fully or in part if:
- (a) the Customer has failed, or it is the Company's belief that the Customer will fail, to fulfill one or more of its obligations under the Agreement, these Sale T&Cs or any other contracts;
 - (b) the Customer has suspended payments or has sought the protection of the Bankruptcy Courts;
 - (c) a petition for the involuntary bankruptcy of the Customer has been filed;
 - (d) the Customer's property on the Company's premises has been attached in execution;
 - (e) a resolution for the dissolution and/or winding up of the Customer has been adopted;

- (f) the enterprise operated by the Customer has been fully or partly transferred to a third party without notifying the Company of such transfer;
- (g) if a Force Majeure Event hinders or delays the Company's performance of its obligations for a continuous period of more than six (6) months;
- (h) the Customer disregards any applicable statute, law, ordinance, code, order, rule, regulation, proclamation or other governmental requirement.

The Company shall not be liable with respect to the Customer for any damages arising from suspension or termination of the Agreement for the aforementioned reasons.

28.3 If the Agreement is suspended or terminated, performance of the Agreement already received by the Customer and the payment obligations of the Customer in connection with it will remain. The amounts invoiced by the Company for work actually performed prior to or upon termination of the Agreement will be immediately due and payable after termination. The Customer agrees to pay any of the Company's costs, damages, attorneys' fees and other expenses associated with the Company's termination of the Agreement or any contract with the Customer pursuant to the terms of this clause 28. The Company's right of termination shall be without prejudice to any claims or other rights or remedies which the Company may have against the Customer by operation of law or otherwise.



EXHIBIT A

Limited Warranty
