



# Rieder NORAM, Inc.'s General Terms and Conditions of Sale

(v. Jan. 2025)

## 1. General

- 1.1. These General Terms and Conditions of Sale ("Terms") are an integral part of, and are incorporated by reference in, all offers and contracts for the purchase, sale and/or provision of goods and/or services ("Products") between Rieder NORAM Inc., dba RNA or Rieder North America ("Rieder") and the customer set forth on the cover page hereof ("Customer"), and they are the exclusive contractual basis for all business transactions between Rieder and Customer. These Terms, together with the Quotation are collectively referred to as the "Agreement." Any additional, contrary or different terms or conditions contained in any purchase order, forms or other document provided by Customer, whether provided prior to or after this Agreement, are hereby rejected by Rieder and shall not be binding upon Rieder unless specifically agreed to in a writing signed by an authorized representative of Rieder. Failure of Rieder to object to conditions contained in any other writing or other communication from Customer shall not be construed as a waiver of this Agreement nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein. If these Terms conflict with those of a Quotation, these Terms will prevail unless an express term or condition in such Quotation is stated as an intended and express variation to these Terms.
- 1.2. The Quotation and these Terms shall be deemed accepted only upon the earlier to occur of signature by both Rieder and Customer on the Quotation page (cover page) or the shipment or provision of the Products, which shall be construed as Customer's agreement to all conditions hereof and confirmation that the Terms contained herein are understood and agreed to. Any quantities are estimates only.
- 1.3. The Products are being purchased by Customer for the use of Customer in the construction of the project identified in the Quotation (the "Project") for the owner identified in the Quotation ("Owner"), in accordance with the Plans and Specifications prepared by the architect identified in the Quotation ("Architect"). For the avoidance of doubt, this Agreement is solely between Rieder and Customer (as the installer of Products) only, and nothing herein shall be construed as creating any obligations on behalf of Rieder toward Owner, Architect, or to any other third party, or extending any rights hereunder to Owner or to any other third party.
- 1.4. No agent, employee or representative of Rieder is authorized to agree to any conditions that deviate from these Terms or that otherwise modify these Terms, except as solely provided in a writing signed by an authorized representative of Rieder.

## 2. Cost Estimates, Prices, Samples, Intellectual Property

- 2.1. Any cost estimates are non-binding, unless otherwise set forth in the

Agreement. The preparation of a cost estimate is subject to a charge and will be invoiced to Customer, unless agreed otherwise by the parties in the Agreement.

- 2.2. Rieder is bound by a written Quotation, including any associated enclosures, for a period of 2 weeks from the Quotation date.
- 2.3. The documents that are part of the Quotation, such as illustrations, drawings, specifications and dimensions, are approximate values unless they are expressly designated as binding and the applicable document is signed by an authorized representative of Rieder. Unless otherwise provided in a writing signed by an authorized representative of Rieder, the Product characteristics published on Rieder NORAM Inc.'s parent's website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) on the day of the Quotation are accepted by Customer as they are set forth in the applicable Product quality and tolerances. Nothing contained in any such documents shall in any way alter the limited Product warranty set forth in these Terms. Rieder reserves the right to correct any clerical error in a Quotation in writing.
- 2.4. All cost estimates, drawings, plans and other documents which are part of the Quotation are the sole and exclusive property of Rieder and are protected by copyright.
- 2.5. All prices are quoted in U.S. dollars, FOB Rieder's warehouse plus sales tax, transport costs, customs duties and any other costs incurred between the conclusion of the Agreement and the transfer of the Products in accordance with the Quotation. Prices quoted in a Quotation do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Products, and all sales are made subject to applicable taxes, and Customer shall be solely responsible for payment of all such amounts unless Customer provides written proof of tax-exempt status acceptable to Rieder.
- 2.6. Product samples are non-binding demonstration items, unless otherwise provided in a writing signed by an authorized representative of Rieder. Products and/or samples (including with respect to size, quality, weight and color) are subject to deviations in accordance with the "product characteristics" published on Rieder NORAM Inc.'s parent's website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)).
- 2.7. Batches: Production of goods constituting Products takes place in batches. Different batches may result in differences in characteristics, including surface and color. Customer is responsible for ordering sufficient quantity of the Products to take into account the buffer quantities required for a uniform design and a special visual impression. Differences in Product color and quality may occur within a single batch. Different Product batches may exhibit different behavior with respect to environmental conditions and weathering.

### 3. (Partial) Delivery, Transfer of Risk, Acceptance and Delay, Custom-Made Products

- 3.1. The place of performance of the Agreement is Rieder's place of business in Illinois. Delivery is FOB Rieder's warehouse, unless otherwise agreed in writing. If the parties agree in a signed writing to an alternate place of delivery, such as collection of the goods from a warehouse from a different location, Illinois remains the place of performance.
- 3.2. Customer has the option of authorizing Rieder to be responsible for delivery using the authorization form available at [www.rieder.cc/authorisation](http://www.rieder.cc/authorisation) which is enclosed with each Quotation. In this case, Rieder will commission a freight forwarder/carrier of its choice in the name of and for the account of Customer, and title to and risk of loss of the Products shall transfer to Customer upon tender of Products to the forwarder/carrier. Customer shall insure any transport risk and shall arrange for orderly access and unloading at Customer's site.
- 3.3. If the Products are delivered to Customer to a construction site or warehouse, the risk of accidental loss and accidental deterioration of the goods passes to Customer upon tender to the carrier/forwarder; this also applies to partial deliveries or collection of Products by Customer. If prices are agreed "inclusive of freight" or "free site", then the costs for the transport are included in the agreed purchase price.
- 3.4. Unless otherwise provided in a writing signed by an authorized representative of Rieder, all delivery deadlines or completion dates are non-binding estimates and do not constitute binding or guaranteed fixed dates.
- 3.5. Rieder may make partial deliveries of Products in Rieder's sole discretion.
- 3.6. If the delivery/acceptance of ordered Products or partial deliveries is delayed beyond the completion date/acceptance date for reasons due to the fault of Customer, Rieder may charge Customer for any additional costs incurred due to storage, transport, logistics and additional work associated with such delay. Customer shall make payment of all such additional costs to Rieder upon demand. The weekly storage costs are calculated as follows: Net value of the stock times 0.50 divided by 52 (example: value of the stock 50,000 USD x 0.50 / 52 = storage costs of 480.76 USD per week).
- 3.7. Customer shall ensure that the construction site can be reached and accessed properly with the intended transport equipment. Customer shall take protective measures to ensure that public road surfaces will not be damaged. Customer, including but not limited to its agents, contractors, and employees, is responsible for any damage and shall indemnify Rieder from and against any such claims.
- 3.8. Rieder shall not be in default with respect to its obligations under this Agreement, nor shall Rieder be liable to Customer for any failure or delay in performance of any of its obligations under this Agreement, or for any loss, damage or expense, if such default, failure, or delay is due to any force majeure event, including but not limited to acts of God, strikes, lock outs or other labor disturbances, official state measures or acts or omissions of any government or authority, blockade, insurrection or riots, fires, floods, earthquakes, storm, explosions, natural catastrophes, pandemics, embargoes, acts of war or terrorism, shortage or inability to obtain adequate raw materials, labor, or transportation, shipping disturbances or other circumstances beyond the reasonable control of Rieder.
- 3.9. Customer shall not countermand or cancel this Agreement or cause the work or shipment of the Products to be delayed, except with the written consent of, and upon terms agreed to by, Rieder, and with full compensation to Rieder for any loss sustained by reason of any cancellation or delay. Customer must accept all custom-made Products; custom-made Products cannot be returned to Rieder. If Customer attempts to cancel its order of custom-made Products or otherwise fails to take delivery of custom-made Products after Rieder notifies Customer that Rieder has commenced production of the custom-made Product, Customer shall immediately compensate Rieder for all resulting damages, including loss of profit, consequential damages and indirect damages as well as storage costs as provided in Rieder's itemized invoice. The storage costs are calculated for each week according to the following formula: Net stock value multiplied by 0.50 divided by 52 (Example: stock value 50,000 USD x 0.50 / 52 = storage costs of 480.76 USD per week). After acceptance of the Quotation, subsequent changes with regard to quantity, execution and design of custom-made Products require signed written confirmation by an authorized representative of Rieder in order to be valid and Customer must pay in full all additional costs resulting from such changes before Rieder is bound by any such changes.

### 4. Limited Warranty, Inspection and Defects

- 4.1. General information
  - The composition and quality of the Products, in particular with regard to color, size, quality and weight, as well as tolerances, are deemed

to be only those characteristics of the Product which are indicated in the "product characteristics" published on Rieder's parent's website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) and the corresponding data sheets. All other quality features and tolerances require the confirmation in a writing signed by an authorized representative of Rieder, and Rieder may impose a surcharge for specific Product quality features and/or tolerances.

- Concrete is a natural product. Color differences and irregularities on the surface are normal. Colors can also change over time as a result of weather influences. Color differences within the tolerance range specified in the description of the delivery quality may also occur between batches. Color shade, texture and other tolerance-specific discrepancies (according to "product characteristics") in the Products as well as other deviations in their appearance (minor irregularities, deformations) which do not negatively impact the usability of the Products are not regarded as Product defects. Wear due to age or weather conditions is not considered a Product defect.
  - Light colors take longer to dry and may temporarily show a blue or green tinge. Blue and green tinges can disappear over time depending on temperature, humidity, coating and other environmental influences.
  - All colors may brighten as they dry.
  - Product samples and specimens are considered non-binding demonstration pieces. Hand samples cannot convey the overall visual impression of a façade, as samples may deviate from the slabs to be produced later due to differences in storage or because they are part of a different batch.
  - No agent, employee or representative of Rieder has the authority to bind Rieder to any affirmation, representation or warranty concerning the Products, and unless such affirmation, representation or warranty made by an agent, employee or representative is set forth in the Agreement, it will not form part of the basis of this Agreement and shall not in any way be binding upon Rieder or enforceable by Customer.
- 4.2. To assert a claim for defective Product under Rieder's Limited Warranty (as defined below), Customer must have properly handled and stored the Products and performed the installation, laying, assembly or other further processing in accordance with all applicable guidelines, industry standards, or requirements of the approval and/or works regulations, including Rieder's written instructions. Customer must at its own expense take out adequate insurance to protect the Product against fire, water, damage, casualty and theft. Rieder shall not be responsible for any default resulting from the failure of any plans or specifications to comply with applicable building codes or ordinances.
  - 4.3. Rieder warrants the Products against defects in material and workmanship for a period of one (1) year after delivery of the Products in accordance with Section 3 of these Terms (the "Limited Warranty").
  - 4.4. Acceptance and Rejection. Customer is responsible for inspecting the delivered Products immediately upon receipt and shall provide Rieder written notice of acceptance or rejection within three (3) days of delivery of the Products. The delivered Products are deemed accepted by Customer upon the first to occur of either: (a) the date Customer provides Rieder written notice of acceptance; or (b) three (3) days after delivery of the Products, if Customer fails to provide Rieder with written notice of rejection within such three (3) day period. Customer may reject delivered Products only in the event that the Products materially deviate from written specifications and requirements set forth in the Quotation or fail to conform to the Limited Warranty. Any rejection must be in writing that sets forth the nature of such recognizable defects, deviations in quantities or incorrect deliveries, stating the exact details and description of the alleged defects, including photographs. In the event of such rejection, Rieder shall have the right to inspect the rejected Products and be present during material sampling.
  - 4.5. In the event of a justified and timely notification of rejection by Customer pursuant to Section 4.4 of these Terms, as Customer's sole and exclusive remedy and as Rieder's sole and exclusive liability, Rieder, in its sole and absolute discretion, shall either remedy the Product defect, or deliver replacement Products; provided that Rieder shall not be liable for any labor costs associated with such defective or replacement Products.
  - 4.6. In the event of timely notification of defects and if confirmed in writing by Rieder, Customer may withhold payments only to such an extent as corresponds to the extent or proportion of the defects that have been confirmed. Claiming an alleged defect does not relieve Customer of any of its payment obligations to Rieder.
  - 4.7. Disclaimer. Merely insignificant, minor deviations from the agreed Pro-

duct specifications in the Agreement, which includes minor color deviations or deviations in execution shall not be construed as a Product defect in breach of the Limited Warranty. Furthermore, except as to the warranties stated in the Agreement, which are the sole and exclusive warranties offered herein, Rieder makes no representation, warranties or undertakings concerning the Products or any other matter. Accordingly, and except as stated herein, all data, materials, and documentation provided in connection with this Agreement by Rieder, including, without limitation, its distributors, representatives, employees, and suppliers are provided „as is“ and „as available,“ without representations, warranties or undertakings of any kind, and is at Customer’s sole and entire risk. No oral or written information or advice given by Rieder or Rieder’s authorized representative shall create a warranty or in any way increase the scope of the warranty under this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY HEREIN, RIEDER, TOGETHER WITH ITS DISTRIBUTORS, REPRESENTATIVES, EMPLOYEES AND SUPPLIERS, DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THOSE ARISING BY STATUTE OR BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, OR ABNORMAL CONDITIONS; OR TO PRODUCTS WHICH HAVE BEEN TAMPHERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY RIEDER. THE LIMITED WARRANTY IS EXTENDED SOLELY TO CUSTOMER AS THE INSTALLER OF THE PRODUCTS AND CANNOT BE ASSIGNED OR TRANSFERRED TO THE PROJECT OWNER OR END-USER OR TO ANY OTHER THIRD PARTY.

- 4.8. Customer shall maintain: (i) insurance coverage necessary to cover the liabilities arising out of this Agreement, including its indemnification obligations; (ii) commercial general liability insurance in amounts customary for and consistent with Customer’s business; and (iii) professional liability insurance, including errors and omissions coverage. In the event any of the foregoing policies of insurance are on a claims-made basis, Customer shall maintain them for at least five (5) years following the completion of each applicable Project. Upon request, Customer shall provide a certificate of insurance evidencing such insurance to Rieder. The insurance policy shall include Rieder as an additional named insured, shall state that such insurance is primary insurance as regards any other insurance carried by Rieder, and include a waiver of subrogation in favor of Rieder and the Rieder Parties (as defined below).

#### 5. Technical Data; Customer Responsibility for Project

- 5.1. Rieder provides information and suggestions for technical implementation in accordance with the applicable laws for construction and the rules of architecture to the best of its knowledge and assuming compliance with Rieder’s “planning manual”. Customer accepts such information at its own risk and shall verify the suitability of the ordered Products and the proposed execution for Customer’s intended use, including but expressly not limited to statics, test approval for the planned use and non-factory coating of the slabs. In the case of a continuing obligation, Rieder has the right to change the technical data of the ordered Products at any time.
- 5.2. Execution of this Agreement by Customer is a representation that Customer has visited the Project site, become familiar with the on-site conditions under which any installations of Products are to be performed hereunder, and correlated personal observations with requirements of the Quotation and this Agreement. Customer shall be responsible for reviewing the Quotation and this Agreement as well as all reports, surveys, plans and specifications and investigations related to the Project site and the Products and Customer shall, at appropriate times consistent with sound industry practices, appraise itself with the findings therein which are capable of determining through a reasonably prudent investigation. Customer represents that it is familiar with all Project site conditions upon which the Products will be installed, and accepts sole and ultimate responsibility that the Project site, the Products, and the design of the Products and all associated hardware, including without limitation all designs of building hardware to accommodate installation of the Products and design of mounting hardware on the Products, are sufficient to support the successful installation and use of the Products for the Project and for its useful life in a manner consistent with Rieder’s instructions and industry safety standards. Customer shall indemnify, defend and hold harmless Rieder and the Rieder Parties from and against any loss, costs (including reasonable attorneys’ fees) damages, injury, or liability arising from any third-party claims, demands, or causes of action

resulting from or in connection with: (a) any breach of this Section 5.2; and/or (b) the design of the Products and their suitability for the Project, regardless of whether Rieder designed such Products and/or any mounting hardware for such Products.

- 5.3. Customer represents and warrants that it is familiar with all the applicable federal, state and local laws, regulations and ordinances which are or may be in effect relating to Customer’s use and installation of the Products. Customer shall comply in all respects with any and all such laws and ordinances now or hereafter in effect and hereby agrees to defend, indemnify and hold Rieder and the Rieder Parties harmless from and against any and all claims, damages or liability, resulting, directly or indirectly, from Customer’s failure to so comply with such laws, regulations, or ordinances.

#### 6. Billing Basis

- 6.1. Glassfiber reinforced concrete elements are billed for by square feet and the largest slab dimensions (length x height or width) needed for the manufacture of the required elements. Unavoidable offcuts on the basis of regular elements are at the expense of Customer and when entering into the Agreement, Customer is solely responsible for taking into account offcuts when ordering the amount of Products to ensure the ordered quantities are sufficient for purposes and needs of the Project and Rieder shall have no responsibility or liability with respect to any shortfall.

#### 7. Limitation of Liability

- 7.1. Dollar Cap. IN NO EVENT SHALL RIEDER’S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT AND/OR THE PRODUCTS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY (AND EXCLUDING, WITHOUT LIMITATION, ALL SERVICE FEES, IMPLEMENTATION FEES, INVESTIGATION COSTS, HANDLING COSTS, ENGINEERING SERVICES, EXPENSES, SUBSTITUTE PERFORMANCE COSTS, ATTORNEYS’ FEES AND ANY OTHER THIRD PARTY COSTS).
- 7.2. Exclusion of Consequential Damages. IN NO EVENT SHALL RIEDER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, SCHEDULE DELAY, LOSS OF INTERRUPTION, LOSS OF INFORMATION) ARISING FROM, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT AND/OR THE PRODUCTS, EVEN IF WARNED OF THE POSSIBILITY THEREOF.

Clarifications & Damages Disclaimers. The foregoing limitations of liability apply: (a) to liability for negligence by Rieder; (b) regardless of the form of action, whether under any theory of recovery (including contract, warranty, negligence, tort and strict liability, products liability, or otherwise), and regardless of any service of Rieder or Customer’s use, modification, production, delivery, misuse or inability to use the Products or related documentation, or any portion thereof; (c) regardless of whether Rieder is advised in advance of the possibility of the damages in question or if such damages were foreseeable; and (d) notwithstanding the failure of any of Customer’s remedies of their essential purpose. If applicable law limits the application of the provisions of these Sections 7.1 and 7.2, Rieder’s liability shall be limited to the maximum extent permissible. For the avoidance of doubt, Rieder’s liability limits and other rights set forth in Sections 7.1 and 7.2 apply to the Rieder Parties. Any provision herein to the contrary notwithstanding, Rieder’s aggregate maximum liability in connection with this Agreement and/or the Products for all damages, losses, or any causes of action whatsoever under any or all theories of recovery (including contract, warranty, negligence, tort and strict liability, products liability, or otherwise) shall be limited to the amount set forth in Section 7.1 above.

- 7.3. Customer shall indemnify, defend, and hold harmless Rieder and its parent, affiliates, suppliers, subcontractors, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives (collectively, the “Rieder Parties”) from and against any loss, costs (including reasonable attorneys’ fees) damages, injury, liability (collectively, the “Liabilities”) arising from any third party claims, demands, or causes of action (each, a “Claim”) resulting from or in connection with: (a) any breach by Customer of this Agreement; (b) the negligence or willful misconduct of Customer or Customer’s affiliates, subcontractors, contractors and representatives, (c) any and all damages and claims arising out of, in connection with, or relating to the improper use, misuse, installation, alteration, modification, or repair to the Products not approved in advance by Rieder, or any Product defect occurring after delivery.
- 7.4. Any dispute or other action arising out of or relating to this Agreement must be brought within one (1) year of the date the event giving rise to the cause of action occurred or it shall be forever barred.

otherwise provided herein, the Agreement shall not confer any rights or remedies upon any third-party, other than the parties to the Agreement and their respective successors and permitted assigns. Rieder, at its discretion, may delegate, assign or otherwise engage the services of any subcontractor to perform any portion of Rieder's obligations under the Agreement; provided, however, Rieder will not be relieved of any obligations under the Agreement by virtue of performance of any such obligations by a subcontractor.

- 7.1. EXCEPT TO THE EXTENT THAT PERFECTION OF THE SECURITY INTEREST GRANTED HEREIN IS OTHERWISE MANDATED BY APPLICABLE LAW, THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT AND/OR THE PURCHASE AND SALE OF THE PRODUCTS.
- 7.2. WITHOUT LIMITING RIEDER'S RIGHT TO COMMENCE ANY ACTION, AT RIEDER'S ELECTION, IN ANY OTHER JURISDICTION, CUSTOMER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT (STATE OR FEDERAL) SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND WAIVES ANY AND ALL OBJECTIONS TO LACK OF JURISDICTION, IMPROPER VENUE AND/OR FORUM NON-CONVENIENS AND FURTHER CONSENTS TO SERVICE OF PROCESS BY CERTIFIED MAIL, POSTAGE PRE-PAID, ADDRESSED TO CUSTOMER AT ITS ADDRESS SET FORTH HEREIN. CUSTOMER WAIVES THE RIGHT TO TRIAL BY JURY. CUSTOMER SHALL BRING ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP OF THE PARTIES HERETO ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS. IN THE EVENT THAT CUSTOMER INSTITUTES AN ACTION IN ANY OTHER COURT OR FORUM, CUSTOMER SHALL PAY RIEDER'S EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) IN DISMISSING OR TRANSFERRING SUCH ACTION TO A COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

#### 8. Payments, Rights of set-off and Retention

- 8.1. Invoices are due immediately after receipt of the invoice or no later than on the agreed completion and acceptance date. Payment terms are as follows: thirty percent (30%) deposit of total balance is due at time of contract and remaining balance is due, and paid in immediately available funds, at time of delivery. Rieder reserves the right to require payment in advance.
- 8.2. In the event Rieder reasonably doubts the creditworthiness of Customer, Rieder may refuse performance unless Customer makes payment for each delivery or provides Rieder with security in the amount of the Quotation price. If Customer fails to comply, Rieder, without prejudice to any other rights, may cancel the Agreement and terminate its obligations to Customer upon written notice to Customer.
- 8.3. Any sum not paid by Customer when due will bear interest until paid at a rate of 1.5% per month, compounded monthly (18% per annum), or the maximum rate permitted by law, whichever is less. If any amount is not paid when due hereunder, without prejudice to any other rights or remedies Rieder may have, Rieder may (a) suspend deliveries until it has received payment in full for all outstanding amounts and (b) recover from Customer the costs and expenses incurred in connection with collecting the same (including without limitation, costs of investigation and reasonable attorneys' fees and costs). Notwithstanding anything to the contrary in this Agreement, all rights granted to Customer under this Agreement with respect to Products are conditioned upon Customer's payment in full of all amounts due under each Quotation.

#### 9. Retention of Title, Security of Claims

- 9.1. Until all amounts due have been paid in full, Customer grants Rieder a purchase money security interest in the Products sold and authorizes Rieder to file financing statements in the appropriate state filing office as necessary to evidence such security interest. Rieder shall have all rights of a secured party under the applicable state's Uniform Commercial Code provisions including, without limitation, the right to take possession of the Products without legal process and the right to require Customer to assemble the Products and make them available to Rieder at a place reasonably designated by Rieder. Customer appoints Rieder as its agent, to take all such action and to execute and file all such documents and instruments as may be necessary or reasonably requested by Rieder to perfect and continue Rieder's security interest hereunder.
- 9.2. If Customer breaches these Terms, including any payment obligations hereunder, Rieder may take back the delivered Products through legal means (i.e. replevin or similar action).
- 9.3. After delivery, Customer is obliged to treat the Products with care in ac-

cordance with "handling guidelines" published by Rieder from time to time.

#### 10. Miscellaneous

- 10.1. This Agreement together with all attachments hereto constitutes the entire agreement between Rieder and Customer as it relates to this transaction and supersedes any and all prior agreements, representations, correspondence, quotations or understandings heretofore in force between the parties with respect to its subject matter. There are no agreements between Rieder and Customer with respect to the Products described herein except those specifically set forth and made part of this Agreement and all attachments. Acceptance of this Agreement is limited to the terms, conditions, specifications, and prices set forth herein.
- 10.2. This Agreement may be amended, modified, cancelled, or rescinded only by the written agreement of both parties executed by their duly authorized agents.
- 10.3. No claim arising out of any breach of this Agreement may be discharged in whole or in part by waiver or renunciation of such claim unless such waiver or renunciation is in writing and signed by the parties hereto.
- 10.4. This Agreement may not be assigned by either party without the express written consent of the other party; provided, that Rieder may freely assign this Agreement to its affiliates without prior consent of Customer. Any attempted assignment of rights or delegation of duties in violation of this section shall be void.
- 10.5. All intellectual property rights in and to the Products are the sole and exclusive property of Rieder and no licenses or other interests in such intellectual property rights are extended to Customer, by implication or otherwise, except to the extent expressly provided for herein.
- 10.6. All drawings, designs, specifications, manuals, programs, Product samples and prices furnished to Customer by Rieder shall remain the confidential and proprietary property of Rieder. All such information, except as may be found in the public domain, shall be held in strict confidence by Customer and shall not be disclosed by Customer to any third parties. All intellectual property rights in all materials made available by Rieder shall remain in Rieder at all times, and Customer waives any rights or claims with respect to all such materials.
- 10.7. If any provision(s) of this Agreement are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall not be rendered invalid or unenforceable as a result thereof.
- 10.8. In its relationship with Customer, Rieder is an independent contractor. Nothing in the Agreement shall be construed such that Customer shall be considered an employee, agent or partner of Rieder. Except as otherwise provided herein, the Agreement shall not confer any rights or remedies upon any third-party, other than the parties to the Agreement and their respective successors and permitted assigns. Rieder, at its discretion, may delegate, assign or otherwise engage the services of any subcontractor to perform any portion of Rieder's obligations under the Agreement; provided, however, Rieder will not be relieved of any obligations under the Agreement by virtue of performance of any such obligations by a subcontractor.
- 10.9. EXCEPT TO THE EXTENT THAT PERFECTION OF THE SECURITY INTEREST GRANTED HEREIN IS OTHERWISE MANDATED BY APPLICABLE LAW, THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT AND/OR THE PURCHASE AND SALE OF THE PRODUCTS.
- 10.10. WITHOUT LIMITING RIEDER'S RIGHT TO COMMENCE ANY ACTION, AT RIEDER'S ELECTION, IN ANY OTHER JURISDICTION, CUSTOMER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT (STATE OR FEDERAL) SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND WAIVES ANY AND ALL OBJECTIONS TO LACK OF JURISDICTION, IMPROPER VENUE AND/OR FORUM NON-CONVENIENS AND FURTHER CONSENTS TO SERVICE OF PROCESS BY CERTIFIED MAIL, POSTAGE PRE-PAID, ADDRESSED TO CUSTOMER AT ITS ADDRESS SET FORTH HEREIN. CUSTOMER WAIVES THE RIGHT TO TRIAL BY JURY. CUSTOMER SHALL BRING ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP OF THE PARTIES HERETO ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS. IN THE EVENT THAT CUSTOMER INSTITUTES AN ACTION IN ANY OTHER COURT OR FORUM, CUSTOMER SHALL PAY RIEDER'S EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) IN DISMISSING OR TRANSFERRING SUCH ACTION TO A COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.