



Delivery and Payment Terms and Conditions of SCHROTH Safety Products LLC

I. Preface, Scope of Application

Buyer acknowledges that is has not been induced to purchase any of the Products from Seller by any representation or warranty not expressly set forth in these Terms.

1.1. These United States Terms and Conditions of Sale (“**Terms**”) apply to the purchase by the buyer (“**Buyer**”) from seller, SCHROTH Safety Products LLC. (“**Seller**”), certain products and equipment manufactured by the Seller (“**Equipment**”), and other products and equipment manufactured or developed by a third party (“**Third Party Products**,” and together jointly “**Products**”), and services provided by the Seller (“**Services**”), each of which is identified in the accompanying quotation, credit application, proposal, order acknowledgement, or invoice (the “**Sales Document**”). These Terms and the Sales Document comprise the entire agreement between the parties (collectively, the “**Agreement**”), except as hereafter modified by Seller in writing and signed by Seller’s representative (including any applicable dealer, reseller, distributor, sales representative, or similar agreement between Buyer and Seller) (a “**Superseding Agreement**”).

1.2. Buyer accepts these Terms by signing and returning Seller’s quotation, by sending a purchase order in response to the quotation, by submitting instructions to Seller to ship the Product or by accepting or paying for the Product or Service whether online through Sellers website (www.schroth.com) or directly to Seller.

1.3. No additional or different terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions, whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing, signed by Seller’s authorized representative, and specifically referencing these Terms and stating that it modifies them.

1.4. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with

these Terms or to any other terms proposed by Buyer. Neither Seller’s subsequent lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms. Trade custom, trade usage and past performance are superseded by these Terms and shall not be used to interpret these Terms.

1.5. Any and all information on the Internet or contained in brochures, advertisements or other advertising material is non-binding; its sole purpose is to initiate contract negotiations leading to the conclusion of a purchase agreement. Misprints, modifications, and errors excepted.

II. Price and Payment.

2.1. Prices in any Sales Document from Seller are subject to change upon notice sent to Buyer at any time before the Sales Document has been accepted. Prices for Products covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum, etc.) incurred by Seller after issuance of the applicable Sales Document.

2.2. All stated prices are net prices ExWorks (EXW Incoterm® 2010). Any additional charges (in particular, but not limited to, charges for packaging, freight, insurance, and customs duties) at the time of invoicing are not included in our prices and shall therefore also be borne by the Buyer. In case of delivery from an external warehouse, the freight will be calculated ex external warehouse.

2.3. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under these Terms (collectively, “**Taxes**”). Any Taxes related to the Products and Services purchased pursuant to these Terms are the responsibility of Buyer (excluding taxes based on Seller’s net income in the event Seller is required to pay any such taxes or other charges, Buyer shall indemnify Seller).

2.4. All payment terms set forth in these Terms are subject to Seller’s approval of Buyer’s



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credit, in Seller's discretion. Without such approval, Buyer acknowledges that payment will be due in advance of Seller's performance on the date set forth in the Sales Document.

2.5. Unless otherwise set forth in the Sales Document, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of eight percent (8%) per month and the maximum rate permitted by applicable law, from the applicable due date until paid, plus Seller's reasonable costs of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("**UCC**") (or equivalent law in the applicable jurisdiction) for Buyer's failure to pay for the Products, Services or any other breach by Buyer of these Terms.

2.6. In addition to all other rights and remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products or Services if Buyer fails to pay any amounts by the applicable due date and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

2.7. As collateral security for the payment of the purchase price of the Products, Buyer here-by grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

2.8. Payments can be made through wire transfer, credit card payment or check. In case the Buyer uses bank transfer or credit card payment as means of payment, the payment is deemed to be made as soon as Seller's account is credited with a payment amount corresponding to the purchase price due. All purchases and related payments will be in US Dollars unless otherwise stated on the

applicable Product or Service price list or Sales Document. Buyer bears any and all costs for payments in foreign currency. Buyer agrees that payments will always be applied to first settle the oldest payable accounts plus the default interest accrued thereon.

III. Delivery

3.1. Seller will deliver or make available the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to any and all extra costs and expenses resulting from the delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of the Agreement on Seller's part. Seller will use commercially reasonable efforts to make shipments as scheduled and will notify Buyer of any known or expected delays.

3.2. If Buyer falls under the definition of "consumer," but not "merchant," under substantive law applicable to the Agreement, Buyer may cancel the applicable order if the expected delay exceeds 10 (ten) days, without liability to Buyer or Seller.

3.3. Unless otherwise agreed in the Sales Document or otherwise agreed in writing by the parties, Seller will deliver the Products, EXW (Incoterms® 2010) Seller's plant or factory (the "**Delivery Location**"), using Seller's standard methods for packaging and shipping same. Buyer will take delivery of the Products within three (3) days of Seller's notice that the Products have been delivered to the Delivery Location. If Buyer fails to take delivery of the Products within this three (3) day period, Buyer will pay Seller for the Products and all storage expenses incurred by Seller or, in Seller's discretion, Seller may ship the Products to Buyer at Buyer's expense.

3.4. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer is



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responsible for obtaining any import licenses and other consents required for a Product shipment at its own expense, and will provide the licenses and consents to the Seller before shipment. Claims for loss or damage to Products in transit must be made to the carrier and not to Seller.

3.5. If Buyer falls under the definition of “consumer,” but not “merchant,” under substantive law applicable to the Agreement, Seller will deliver the goods to the delivery address referred to in the purchase order, provided Buyer pays for all applicable packaging, shipping and handling costs, as quoted in the applicable Sales Document or otherwise provided to Buyer.

3.6. The quantity of any installment of the Products, as recorded by Seller on the dispatch from Seller’s place of business, is conclusive evidence of the quantity received by Buyer upon delivery, unless Buyer provides conclusive evidence to the contrary. Seller will not be liable for any non-delivery of the Products to the Delivery Location, unless Buyer gives written notice to Seller of the non-delivery within five (5) days following the date that Buyer would, in the ordinary course of business, have received the Products. Seller’s liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered, at the Seller’s option.

3.7. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these terms or the documents related hereto and is hereby expressly disclaimed by Seller and Buyer.

IV. Title; Risk of Loss

4.1. Title and risk of loss or damage passes to Buyer upon delivery to the carrier, or in the case Buyer falls under the definition of “consumer,” but not “merchant,” under substantive law applicable to the Agreement, at the time of delivery to Buyer.

4.2. If Buyer fails to accept delivery of any of the Products on the date set forth in Seller’s notice that Seller has delivered the Products to the Delivery Location, or if Seller is unable to deliver the Products to the Delivery Location on the date because Buyer has failed to provide appropriate instructions,

documents, licenses, or authorizations, then: (i) the Products will be deemed to have been delivered to Buyer; and (ii) Seller, at its option, (A) may store the Products until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses resulting therefrom (including but not limited to the cost of storage and insurance), or (B) ship the Products to Buyer, at Buyer’s cost and expense.

V. Nonconforming Products

5.1. As used in this Section, “Nonconforming Products” means only that: (i) the items shipped are different from those identified in Buyer’s purchase order; or (ii) the labels or packaging of the items incorrectly identifies them. Buyer will inspect the Products within eight (8) days following receipt thereof (the “Inspection Period”). The Products will be deemed accepted at the end of the Inspection Period unless Buyer notifies Seller in writing of any Nonconforming Products and furnishes Seller with written evidence or other documentation reasonably required by Seller.

5.2. If Buyer notifies Seller of any Nonconforming Products prior to expiration of the Inspection Period, then Seller will, in its sole discretion, (i) replace the Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for the Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer. At Seller’s request and direction, Buyer will return the Nonconforming Products at Seller’s expense or dispose of the Nonconforming Products in a manner approved by Seller, and upon request Buyer shall provide Seller with a certificate of destruction of such Nonconforming Products. Upon receipt of the Nonconforming Products, Seller will promptly refund the monies owed or ship the replacement Products to the Delivery Location at Seller’s expense, with Seller retaining the risk of loss until delivery.

5.3. These are Buyer’s exclusive remedies and Seller’s sole liability for the delivery of Nonconforming Products. Buyer may not otherwise return the Products to Seller without Seller’s written authorization.



VI. Limited Warranty

6.1. Seller warrants to Buyer that the Equipment will be free from defects in material and workmanship for a period of twelve (12) months following the date of delivery to the Delivery Location (the "Warranty Period"), unless such Warranty Period is modified as set forth in a separate written product warranty accompanying the Equipment or specified in the applicable Equipment price list (in which case such other product warranty shall control). If, prior to the expiration of the Warranty Period, Buyer informs Seller in writing of any breach of this limited warranty, then Seller may repair or replace the Equipment that gave rise to the breach or, in Seller's sole and exclusive discretion, refund the amounts that Buyer paid for the Equipment.

6.2. The foregoing limited warranties do not apply to (i) any defect in Third Party Products; or, (ii) any Products manufactured or customized according to Buyer's specifications. The foregoing limited warranty shall apply only to the Buyer, and shall not be extended to any subsequent owner of the Products.

6.3. This limited warranty and remedy apply if Buyer: (i) has paid the purchase price in full, (ii) has given written notice of the defect within eight (8) days of the time when Buyer discovers or ought to have discovered the defect, (iii) provides Seller with a reasonable opportunity to examine the Products and any relevant records, and (iv) the absence of any unauthorized installation, modification or repair of the Products.

6.4. This limited warranty applies only to defects in parts and workmanship relating to normal use of the Products (as specified in Seller's relevant documentation). It does not cover: damage incurred in shipping or handling; damage caused by Force Majeure; damage due to causes beyond the control of Seller such as excessive voltage, mechanical shock or water damage; damage caused by unauthorized attachment, alterations, modifications or foreign objects being used with or in conjunction with the Products; damage caused by normal wear and tear, misuse, accident, alteration or modification, improper installation, incompatible chemicals/materials, or corrosion; defects caused by failure to provide a suitable installation environment; damage caused by use for purposes other than those for which it was designed; damage

from improper maintenance; damage arising out of any other abuse, mishandling or improper application of the Products to other products.

THE REMEDIES SET FORTH IN THIS ARTICLE VI ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S SOLE LIABILITY FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS UNDER THESE TERMS, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS LIMITED WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THIS PRODUCT.

VII. Indemnification

Buyer will defend, indemnify, and hold harmless Seller and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) arising out of, related to or occurring in connection with: (i) any negligence or willful misconduct of Buyer or its employees or agents, (ii) any misuse or modification of the Products by Buyer or its employees or agents, (iii) any act (or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that Seller provides to Buyer or its employees or agents, (iv) the failure to store, install, operate, or maintain the Products in accordance with the Instructions or applicable law and regulations, or (v) any violation of these Terms or applicable law.



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VIII. Limitation of Liability; Recall

8.1. SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE, SAVINGS, OR ANTICIPATED PROFITS, LOST DATA AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2. SELLER'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE PRODUCTS, SERVICES OR THESE TERMS WILL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

8.3. If Seller, Buyer or any Governmental Authority determines that any Products sold to Buyer are Defective and a recall campaign is necessary, Seller may implement such recall campaign, which may require Buyer to destroy such Product, or otherwise dispose of them as per Governmental Authority requirements, at Seller's sole cost and risk. Buyer shall immediately cease using the Product upon receipt of notice from Seller.

8.4. Without prejudice to the warranty rights, if a recall campaign is implemented, at Seller's option and cost, Seller shall either replace, credit or refund the price for all such returned Products subject to recall. Where applicable, Seller shall pay all reasonable costs and expenses associated with determining whether a recall campaign is necessary.

IX. Term and Termination

9.1. No Products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except

with Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges, which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder prior to delivery in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).

9.2. In addition to any other remedies that Seller may have, Seller may terminate these Terms with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and the failure continues for thirty (30) day after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In addition, Seller may terminate these Terms without cause on ninety (90) days prior written notice to Buyer.

X. Compliance; Export Controls

10.1. Each party will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, relating to its performance of these Terms, the Sales Document or Agreement, including, without limitation, export and import laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations.

10.2. If the Products ordered are to be exported from the United States (US), the quoted shipping dates are subject to all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination, end-use and identity of the end-user at the time the order is placed if the



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Products are to be exported. Seller reserves the right to choose the freight forwarder, carrier, and/or broker. Buyer acknowledges and agrees that it shall be responsible for compliance with any chemical registration or importation requirements of any country into which it seeks to import the Products. The Buyer of items is solely responsible for complying with applicable US export laws. Seller shall not be the importer of record and is not responsible for compliance with importation requirements of any country to which the Products are shipped

10.3. Notwithstanding any other provision of this Agreement to the contrary, Buyer agrees that it will not sell, re-export, transfer or otherwise provide any products, technical data (including software), technology or services supplied under this Agreement to Cuba, Iran, North Korea, Sudan, Syria and Crimea, including any entities or persons in those countries, representing those countries, or who ever held citizenship in those countries, either directly or indirectly. Buyer understands and agrees that any products, technical data technology or services sold or otherwise provided hereunder (regardless of quantity or value) may be subject to export, import and other foreign trade controls restricting transactions with certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the U.S. and other jurisdictions. Buyer agrees to strictly adhere to and comply with all applicable export and import laws and regulations.

10.4. In case of any delivery of the Products to third parties, Buyer undertakes to bind such third parties to the same extent set forth above. Buyer is fully liable to Seller in case such third parties do not comply with the applicable provisions. Buyer shall notify Seller without delay if Buyer becomes aware of any third-party infringement of the obligations in connection with the (re-) exportation of the Products and/or goods developed on the basis of the Products.

10.5. Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any

statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities. Buyer will not directly or indirectly sell, transfer, contribute or otherwise make available the Products to any person or entity, known to be currently subject to any U.S. sanctions administered by OFAC.

10.6. Should Buyer become aware of circumstances which justify the assumption of an existing or future violation of section 10.3, 10.4 or 10.5, or any European Union or United States trade restrictions, Buyer shall notify Seller of it without delay by providing credible evidence.

XI. Data Privacy and Data Security

11.1. The Customer warrants to comply with any and all applicable data protection laws and have obtained any and all authorizations required by applicable law with regard to personal data which the Customer transfers to us or makes available to us for processing within the scope of the contractual services to be provided by us to the Customer during our business relationship. The Customer will compensate us with regard to any and all costs, claims, and liability which we incur or suffer on the grounds of a breach of this warranty.

11.2. The Customer hereby declares to have received and acknowledged our "Data privacy statement". In the event that the person concerned is not the Customer at the same time, the Customer hereby undertakes to pass on this "Data Security Notice" to the data subjects who will be in touch with us within the scope of this contractual relationship.

11.3. In case we become active within the scope of our business relationship as a processor within the meaning of Art. 28 of the EU's General Data Privacy Regulations, if applicable, or other applicable legislation, we will first conclude an agreement with the Customer on order processing which meets the legal requirements. The Customer alone is responsible to the data subjects and third parties for the permissibility of the processing of personal data carried out on the Customer's behalf in accordance with its instructions.

11.4. We regularly check the creditworthiness through one or more National Credit Unions, including access to Customer's FICO® score of potential and existing Customers when concluding contracts and as necessary based on business needs and requirements. Customer hereby authorizes Seller to conduct such reasonable credit checks and agrees that such credit information may be used by Seller to grant, deny or limit the availability of products and/or payment terms.

11.5. The data necessary for the processing of the contracts are blocked and will be treated as confidential. Within the scope of initiating, entering into, processing, and handling the contractual relationship and/or any other cooperation, we collect the following information:

- Title, first name, surname, academic title
- E-mail addresses
- Address
- Telephone number (landline and/or mobile)
- Fax number
- Bank details
- Position in the company

11.6. The data will be processed at your or our request and is required for the aforementioned purposes in order to fulfil legal obligations. The personal data collected by us for the contract will be stored until the contractual relationship is completely processed and thereafter deleted, unless the statutory retention periods require longer storage and/or you have consented to further storage as provided by law or regulation.

11.7. You have a right to information and a right to correct, block, or delete your personal data. Please contact germany@eu.schroth.com or send your request to us by fax or mail. Furthermore, you have the right to object to the processing of your personal data at any time. You also have the right to lodge a complaint with a supervisory authority about the processing of your personal data by our company. However, we reserve our right to transmit

data for an appraisal of creditworthiness. The customer may withdraw such right at any time.

11.8. Only Schroth entities and third-parties in need of certain personal data to fulfil our contractual and legal obligations have access to such data. Insofar as this is necessary for the initiation, entering into, processing and handling of contractual relationships and/or for other cooperation, your personal data will be passed on to third parties. This includes, in particular, the passing on to subcontractors, cooperation partners and their representatives, lawyers and tax consultants, courts and other public authorities, to translators for the purpose of correspondence and for the assertion of claims and/or rights and/or for the defense of rights, and to IT service providers which we use within the scope of order processing. The transmitted data may be used by the third party exclusively for the purposes mentioned. Your personal data will not be transmitted to third parties for purposes other than those listed above. In addition, we refer to our data privacy statement at <https://www.schroth.com/en/legal-references/data-protection.html>.

XII. Notice; Contact Details

12.1. Seller's contact details are as follows:

SCHROTH Safety Products LLC
1371 SW 8th St. #3,
Pompano Beach FL 33069
USA
Phone: +1.954.784.3178
Fax: +1.954.784.3179
E-mail: usa@us.schroth.com

The Buyer may transmit any and all complaints relating to the Agreement concluded with us by phone, letter, fax or e-mail to the contact details mentioned above.

12.2. Buyer's contact information shall be listed on the Purchase Order or online order form. Buyer expressly agrees and accepts that any communication made to the email address provided in the first instance with the online order form or, if no online form was completed, the applicable Purchase Order, shall satisfy all notice requirements unless otherwise established by law or required in writing by Buyer.



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XIII. Governing Law; Jurisdiction

13.1. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

13.2. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration shall be held in West Palm Beach, Florida, and subject to the applicable laws of West Palm Beach County, Florida, USA.

XIV. Miscellaneous

14.1. These Terms, the Sales Document and any Superseding Agreement constitute the entire agreement of the parties and supersede all existing agreements and all other oral or written communications between them concerning the same subject matter. If there is a conflict between the provisions of the Sales Document, the Superseding Agreement and these Terms, then the terms of the Sales Document will govern.

14.2. Buyer must promptly notify Seller in writing of any: (i) criminal conviction; (ii) debarment; (iii) indictment or other charge of violating criminal statutes or regulations; (iv) ineligibility to contract with or to receive a license or other form of authorization for a government agency; (v) denial, suspension, or revocation of eligibility to be involved in exports, imports, or conduct business; (vi) any event or changed circumstances having an impact on the export license concerning one of our Products and/or related to our Products as a component of a new product; (vii) in case the Buyer becomes aware of any third-party infringement of the obligations in connection with the (re-) exportation of the Products and/or products developed on the basis of our Products; or, (viii) in case Buyer ex-port facilities have been revoked, suspended or withdrawn.

14.3. Any delay or failure of either Party to perform its obligations under this Agreement will be

excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, labor disputes or shortages, or acts of terrorism). Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event.

14.4. No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing that specifically references these Terms and is signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof.

14.5. All terms that by their nature are intended to survive shall survive any cancellation or expiration of these Terms or any purchase order or Sales Document.

14.6. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of these Terms is held to be prohibited or unenforceable, the remaining provisions will continue in full force and effect.

14.7. Buyer will not assign any quotation or accepted order for the Products, in whole or in part, without Seller's prior written consent. Buyer agrees that Seller may scan, image or otherwise convert these Terms into an electronic format of any nature. Buyer agrees that a copy of these Terms produced from such electronic format is legally equivalent to the original for any and all purposes, including arbitration/litigation.