



## U.S. GENERAL TERMS AND CONDITIONS OF THOMAS REGOUT INC.

### 1 DEFINITIONS

- 1.1 Agreement:**  
shall mean the agreement between the Customer and Thomas Regout for the delivery of Thomas Regout Products.
- 1.2 Customer(s):**  
shall mean any natural person or business entity with whom Thomas Regout and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of the Thomas Regout and BalanceBox website.
- 1.3 Error:**  
shall mean any substantive failure of the Products to comply with functional or technical specifications mutually agreed by the Parties.
- 1.3 Extra Work:**  
shall include everything delivered and/or fitted by Thomas Regout during the performance of the Agreement in excess of the quantities expressed in the Agreement, which was mutual agreed upon by Thomas Regout and Customer, whether or not the additional agreed upon work was committed to writing.
- 1.5 Thomas Regout:**  
shall mean Thomas Regout Inc.
- 1.6 Party or Parties:**  
shall mean Thomas Regout and Customer, individually or collectively.
- 1.7 Product(s):**  
shall mean the Thomas Regout products provided pursuant to the Agreement, including but not limited to telescopic slides and linear guides.
- 1.8 Terms and Conditions:**  
shall mean these U.S. General Terms and Conditions of Thomas Regout Inc.

### 2 APPLICABILITY

- 2.1** These Terms and Conditions apply to all offers of Thomas Regout and exclusively govern the relationship between Thomas Regout and Customers, and any Agreement or other agreements between Thomas Regout and Customers, and any subsequent amendment to any agreement or the Agreement. These Terms and Conditions shall be applicable even if Thomas Regout uses third parties to deliver Products.
- 2.2** No other terms and conditions shall be binding upon Thomas Regout unless accepted by it in writing. Thomas Regout expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind Thomas Regout.
- 1.4** Thomas Regout reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days' notice to Customer.
- 1.5** In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

### 3 OFFERS AND ACCEPTANCE

- 3.1** All offers of Thomas Regout are non-binding and valid for a period of thirty (30) days, unless stated otherwise in writing. An offer may be revoked at any time, unless otherwise agreed to in writing. Any amendments made by Thomas Regout in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a Thomas Regout offer will be deemed a new offer by Customer, which Thomas Regout may accept or reject in its sole discretion. Offers will only be deemed accepted by Thomas Regout if it does so in writing.
- 3.2** Thomas Regout will only be bound by an offer if the Customer has confirmed their acceptance in writing within 30 days.
- 3.3** Any oral promises by and/or arrangements with employees of Thomas Regout shall not be binding upon Thomas Regout until and insofar as they are confirmed by same in writing.
- 3.4** All information, data or undertakings provided verbally or in documentation, price lists or other material related to Products, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with Thomas Regout.
- 3.5** All offers are based on the information and documentation provided by Customer, and Thomas Regout may rely on the accuracy thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.
- 3.6** Customer hereby understands and accepts that all samples, drawings, models, figures, dimensions, weights or any other specifications for Products are estimates only, although Thomas Regout will use best efforts to ensure their accuracy.
- 3.7** Offers shall not be automatically applicable to repeat orders.

### 4 PRICES AND TAXES

- 4.1** Any Agreements or orders shall be presumed to have a fixed price unless otherwise stated in writing.
- 4.2** Configurations and prices of Products are subject to change at any time, and Thomas Regout shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents.
- 4.3** All prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Thomas Regout or Customer by any taxing authority (other than taxes imposed on Thomas Regout's income), related to Customer's order, unless Customer has provided Thomas Regout with an appropriate resale or exemption certificate for the delivery location, which is the location where Products and/or are delivered and/or used. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to Thomas Regout of delivering the Products, whereby and to such an extent Thomas Regout is entitled to increase its prices accordingly and retro-actively.



- 4.4 The prices or fees quoted are in U.S. dollars, or in another currency if stated by Thomas Regout in writing. Customer shall bear any exchange rate risk, unless otherwise agreed in writing.
- 4.5 Thomas Regout reserves the right to invoice the Customer separately for all Extra Work.
- 4.6 All Agreements for the delivery of Products to Customer shall be treated as separate agreements.
- 4.7 The Contractor may charge the Client price increases for ordered Products in case of significant costs increases due to exchange rates fluctuations of more than 10 percent compared with the rates of the date of the sale, or due to increased costs of more than 10 percent with regard to wages, raw materials, third party semi-finished products or packaging material.

## **5 PAYMENT**

- 5.1 Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within fifteen (15) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.
- 5.2 Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 3% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- 5.3 Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- 5.4 Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Products or on any other account whatsoever.
- 5.5 If Thomas Regout believes that Customer's financial position and/or payment performance justifies such action, Thomas Regout has the right to demand that Customer immediately furnish security in a form to be determined by Thomas Regout and/or make an advance payment. If Customer fails to furnish the desired security, Thomas Regout has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to Thomas Regout for whatever reason will become immediately due and payable.

- 5.6 Customer shall be liable for amounts which Thomas Regout incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

## **6 LEAD TIMES, IMPLEMENTATION, RISK OF LOSS AND MAINTENANCE**

- 6.1 Thomas Regout shall deliver the Products in accordance with the Agreement. Delivery and/or development times and dates are merely estimates, as well as lead times or any other deadlines, and Thomas Regout cannot be held liable for any damages as a result of delay in delivery of the Products. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.
- 6.2 If any delivery period or lead time risks to be exceeded, Thomas Regout will inform Customer as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.
- 6.3 Thomas Regout is entitled to deliver the goods in partial deliveries and may separately invoice any goods thus delivered unless otherwise agreed to in writing.
- 6.4 Thomas Regout is entitled to engage the services of third parties for the execution of an Agreement. Thomas Regout is entitled to make partial deliveries.
- 6.5 If it is agreed that the Agreement will be performed in stages, Thomas Regout shall be entitled to suspend the execution of those parts that belong to a next stage until the Customer has approved the results of the previous stage in writing.
- 6.6 Unless agreed in writing differently, delivery of Products shall be made Ex Works, Woodstock (GA) United States, as this term is specified in the Incoterms 2010. Customer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with Thomas Regout's rates or local charges.
- 6.7 Thomas Regout has the right to deliver a higher or lower quantity than the exact number of products requested by the Customer. Variations in deliveries are allowed up to a maximum of 3% of the quantity agreed to be delivered in accordance with the Agreement, unless otherwise agreed in writing.
- 6.8 Claims in connection to shortages or errors in shipping must be reported in writing to Thomas Regout within five (5) business days of receipt of such shipment. If Customer fails to report timely, Thomas Regout will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.



- 6.9** Immediately upon receipt of the Products, Customer shall inspect it for defects and non-conformance with the Agreement and will notify Thomas Regout in writing within fourteen (14) days of receipt of a Product, of any defects or non-conformance. After such fourteen (14) day period, Customer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Customer shall have no right to reject the Products for any reason or to revoke acceptance. Customer hereby agrees that a fourteen (14) day period is a reasonable amount of time for inspection and revocation.
- 6.10** In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Customer shall allow Thomas Regout to inspect the Products subject to the alleged defect.
- 6.11** Notwithstanding the above, Thomas Regout will have no obligation to replace or repair any Products if the Products have been handled, processed or stored improperly by the Customer, or if the Products have already been processed and or if the Customer has not fully met its obligations under these Terms and Conditions.
- 6.12** The risk of loss or damage of Products shall pass to Customer at the moment of delivery Ex Works, or when the Customer, or an agent or subcontractor acting on its behalf, has effectively assumed control of the Products, whichever is sooner, even if Thomas Regout has not yet transferred ownership thereof. Any damage to the Products, or any loss related thereto, shall be for the account of the Customer.
- 6.13** THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY DEFECTIVE PRODUCTS IS THE REPLACEMENT OR REPAIR OF SUCH PRODUCTS OR PARTS OF SUCH PRODUCTS.
- 6.14** Unless intended for single use or stated otherwise, any packing material used in the delivery of goods remains the property of Thomas Regout. The Customer shall return packing material to Thomas Regout forthwith in a manner designated by the latter. Thomas Regout may charge the Customer for any unreturned or damaged packaging material.

## **7 INTELLECTUAL PROPERTY OWNERSHIP AND RIGHT OF USE**

- 7.1** All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Products, including modifications thereto, delivered and/or used by Thomas Regout, are owned by Thomas Regout or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if Products have been specifically designed, developed or compiled for Customer.
- 7.2** If a third party threatens to infringe any of the intellectual property rights of Thomas Regout and Customer has knowledge of it, Customer is obliged to alert Thomas Regout immediately and to take all measures necessary to prevent the infringement, and Customer shall lend its full cooperation to any investigation to be conducted by or on behalf of Thomas Regout in relation to the Customer's compliance with the agreed restrictions of use and at first request of Thomas Regout, Customer shall grant Thomas Regout or its representatives access to Customer's buildings and systems to verify such compliance.

## **8 CONFIDENTIAL INFORMATION**

- 8.1** Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.
- 8.2** Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 8.3** Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- 8.4** Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

## **9 DURATION, TERMINATION AND SUSPENSION OF PERFORMANCE**

- 9.1** Any Agreement for a certain project or certain sale will end after completion of such project or sale.
- 9.2** Customer cannot terminate the Agreement for convenience, exception in accordance with the provisions above.
- 9.3** If Customer believes that Thomas Regout has failed to perform under the Agreement, it must notify Thomas Regout in writing and allow two (2) weeks for Thomas Regout to cure if it has failed to perform.



- 9.4 If Customer fails to make payment of any amount due on the due date or Customer otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if Thomas Regout reasonably expects that Customer will not fulfill its obligations, Thomas Regout may in its sole and absolute discretion suspend performance under its Agreement with Customer and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Customer.
- 9.5 Notwithstanding the above and without any obligation to return any fee or prepaid expenses, Thomas Regout may terminate its relationship with Customer, or may terminate or suspend Thomas Regout's delivery of Products at any time, or terminate or suspend Customer's use of the Products at any time: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) if Thomas Regout reasonably suspects that Customer is using Products to breach the law or infringe third party rights; (iii) if Thomas Regout reasonably suspects that Customer is trying to unfairly exploit or misuse the complaint policy, or any of Thomas Regout's policies; (iv) if Thomas Regout reasonably suspects that Customer is using Products fraudulently, or that Products provided to Customer are being used by a third party fraudulently; (v) for a force majeure event that continues for more than ten (10) days upon written notice; (vi) if Customer fails to pay any amounts due to Thomas Regout; (vii) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Thomas Regout's partners; (viii) in respect to a particular Thomas Regout Product and/or Service, upon thirty (30) days notice if Thomas Regout decides to cease offering that Product and/or Service; (ix) the bankruptcy of the Customer has been applied for; (x) an attachment is levied on the goods of Customer; (xi) Customer is liquidated or discontinued; and/or (xii) Customer is in violation of any applicable laws or regulations.
- 9.6 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by Thomas Regout, Thomas Regout may at its sole discretion resell any Products ordered by Customer, at a public or private sale without notice to Customer and without affecting Thomas Regout's rights to hold the Customer liable for any loss or damage caused by breach of contract by Customer.

## **10 WARRANTY**

- 10.1 Thomas Regout warrants its Products against errors and defects in materials and workmanship for three (3) years from the date of delivery, during which time it will use its best efforts to repair any Errors as may be found during such period. However, any such problems encountered in the use of the Products as arise out of user errors or inexpert use on the part of Customer and any problems involving any such Errors as could have been brought to light in the context of an inspection under Sections 6.9 or 6.10 above, or out of any other causes that are not attributable to Thomas Regout, shall be for Customer's risk and account.
- 10.2 At its sole discretion, Thomas Regout will repair or replace any Errors and/or defective Product during the warranty period. All costs that exceed the mere obligation set out in the previous sentence, such as but not limited to transport costs, travelling and hotel expenses, as well as costs for disassembly and assembly, shall be borne by the Customer.

- 10.3 The warranties hereunder do not cover faults or damages arising from normal wear and tear, faulty, careless, or improper treatment, faulty and unauthorized commission, improper storage or unloading and unauthorized use or misuse of Products, and improper or defective environmental circumstances, or a failure caused by a product for which Thomas Regout is not responsible.
- 10.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THOMAS REGOUT, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE THOMAS REGOUT PRODUCTS WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THOMAS REGOUT OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

## **11 LIABILITY, LIMITATION OF DAMAGES AND INDEMNIFICATION**

- 11.1 THOMAS REGOUT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THOMAS REGOUT'S PRODUCTS. NEITHER THOMAS REGOUT NOR ITS OFFICERS OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH PRODUCTS.
- 11.2 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH THOMAS REGOUT'S PRODUCTS BY CUSTOMER'S USERS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER'S PERMISSION. THOMAS REGOUT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF CUSTOMER'S USERS THROUGH THOMAS REGOUT'S PRODUCTS. NEITHER THOMAS REGOUT NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.
- 11.3 IN NO EVENT SHALL THOMAS REGOUT, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.



- 11.4** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, THOMAS REGOUT'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL PAID BY CUSTOMER FOR THE PRODUCTS IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED.
- 11.5** THE LIMITATIONS ON THOMAS REGOUT'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT THOMAS REGOUT, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

## **12 INDEMNIFICATION**

- 12.1** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THOMAS REGOUT, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY CUSTOMER.
- 12.2** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THOMAS REGOUT, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND THREATENED CLAIMS BY ANY THIRD PARTY, INCLUDING EMPLOYEES OF CUSTOMER ARISING OUT OF, UNDER OR IN CONNECTION WITH (1) THE DEATH OR BODILY INJURY OF ANY THIRD PARTY, INCLUDING ANY AGENT, EMPLOYEE, CUSTOMER, BUSINESS INVITEE OR BUSINESS VISITOR OF CUSTOMER, OR, (2) THE DAMAGE, LOSS OR DESTRUCTION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY AT CUSTOMER'S PREMISES, BOTH ONLY TO THE EXTENT THAT SUCH WAS NOT A RESULT OF GROSS NEGLIGENCE BY THOMAS REGOUT OR ITS PERSONNEL.

## **13 INSURANCE**

Thomas Regout and Customer shall pay all necessary costs to maintain sufficient insurance policies to cover its personnel and premises for activities contemplated by or performed in connection with the Products.

## **14 SEVERABILITY**

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

## **15 FORCE MAJEURE**

- 15.1** Thomas Regout will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. Thomas Regout will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. If the delay exceeds two (2) months, either party shall be entitled to terminate the Agreement without any liability to compensate the other party.

- 15.2** To the extent that Thomas Regout has partly fulfilled his obligations under the Agreement or will be able to fulfil such partial obligations by the time when the situation of force majeure commences and the part already fulfilled or to be fulfilled has an independent value, Thomas Regout shall be entitled to separately invoice the portion already fulfilled or to be fulfilled. The Customer is obliged to pay such invoice as if it were a separate Agreement.

## **16 ASSIGNMENT**

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. Thomas Regout is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

## **17 ENTIRE AGREEMENT**

The Agreement and these Terms and Conditions contain the entire agreement between Thomas Regout and Customer regarding Customer's purchase of the Products, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

## **18 NO WAIVER**

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If Thomas Regout waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

## **19 NO BENEFICIARIES**

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.



## **20 NO PARTNERSHIP**

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

## **21 INJUNCTIVE RELIEF**

Customer acknowledges that Thomas Regout shall suffer irreparable injury in case of breach of the obligations under Articles 7 and 8. Accordingly, in the event of such breach, Customer acknowledges that Thomas Regout will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the State of New York. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

## **22 GOVERNING LAW AND FORUM SELECTION**

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. The Parties hereby consent to the exclusive jurisdiction of the federal courts located in the County of New York, State of New York. ANY CAUSE OF ACTION AGAINST THOMAS REGOUT, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.