

General Terms and Conditions of AS-Schneider America, Inc.

(Effective as of October 15, 2013)

1. Interpretation

(1) In these Terms & Conditions

“Terms” means the general terms and conditions set out in this document;

“Contract” means the contract for the purchase and sale of Products, which formed or concluded, whether pursuant to a quotation or an Order Confirmation of the Supplier, to which these Terms apply. In case there is no separate documentation which is called Contract, the Quotation or the Order Confirmation is the Contract in form and content;

“Product(s)” mean the Products (including any installment of the Products or any parts for them) which the Supplier is to supply in accordance with a Contract;

“Buyer” means the person or entity who accepts a quotation of the Supplier for the supply of Products, whose order for Products is accepted by the Supplier or who otherwise enters into a contract for the supply of Products with the Supplier;

“Supplier” means AS-Schneider America, Inc. or any of its affiliates or designated agents.

“Purchase Order(s)” means an offer to buy upon these Terms in writing submitted by the Buyer.

“Quotation(s)” means an offer to supply upon these Terms in writing submitted by the Supplier.

“Order Confirmation(s)” means a written confirmation given by Supplier acknowledging the acceptance and concretizing the received Purchase Order(s).

“Writing” includes electrical, mail, facsimile, transmission and any comparable means of communication.

2 General

(1) The supply of Products under any Contract and to the business relationship between the Buyer and Supplier relating thereto, shall be governed by these Terms. These Terms may not be varied or supplemented unless agreed to in writing by a duly authorized representative of Supplier (it being understood that Sales representatives/agent of Supplier do not have such authority). Failure of Supplier to object to conflicting or different clauses

contained in any Purchase Order or any other documentation of the Buyer shall not be construed as a waiver of this clause, of any other clause of these Terms, or as an acceptance of any terms and conditions of the Buyer.

(2) The Buyer shall be deemed to have accepted these Terms upon the submission of any Purchase Order, acceptance of any delivery or payment for any Products and Supplier hereby expressly rejects any portion of any Purchase Order or other documentation that attempts to modify these Terms.

3. Quotation, Purchase Order and Order Confirmation

(1) The quantity, quality and description of and any specification for the Products shall be those set out in the Supplier’s Quotation, Order Confirmation or as otherwise set out in any contractual documentation agreed by both parties.

(2) No Purchase Order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in writing in form of an Order Confirmation by the Supplier’s authorized representative.

(3) Unless expressly agreed in writing by the Supplier all drawings designs specifications, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating costs and other particulars submitted by the Supplier are approximate and only for information purpose so the Buyer cannot rely on the accuracy of the same.

4. Price, Invoicing and Payment

(1) The Price of the Products shall be the price stated in the Supplier’s Quotation or Order Confirmation or where the price has not been explicitly mentioned, the price listed in the Supplier’s published price list current at the date of conclusion of the Contract.

All Prices are for delivery Ex-Works (INCOTERM 2010), and exclusive of taxes, customs, duties, packaging, transportation and insurance. Unless otherwise expressly specified in writing by Supplier, any and all current or future taxes or governmental charges applicable to the sale, delivery, shipment or storage of the Products that Supplier is required to

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17471 Village Green Dr | Houston, TX 77040 | USA

pay or collect shall be for the Buyer's account and shall be payable by Buyer, and shall not be subject to any reduction.

(2) Each invoice will correspond to a Quotation or Order Confirmation and will set out all the details that allow identification of the applicable Products.

(3) All invoices are payable, in a form acceptable to Supplier, net thirty (30) days after the date of invoice unless otherwise agreed by the parties in writing and set forth in the Contract. All payments provided hereunder shall be due as invoiced and shall not be contingent upon any payment to the Buyer from any third party or subject to offset or reduction for any reason. Interest will accrue at the rate of one percent (1%) per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest, or, if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law, compounded monthly on overdue balances. The Buyer shall pay all costs of collection, including without limitation the actual, documented fees and disbursements of counsel ("Legal Fees") to Supplier, subject to the limited exceptions set forth in clause 8, below. Supplier reserves the right to seek any additional remedies allowed by law. Discounts and any unauthorized deductions or adjustments are not allowed. Supplier will not accept Purchase Order from Buyer if Buyer's account is delinquent.

(4) Notwithstanding sub-clause 4 (3) herein, with respect to all first-time supplies, any repair orders, or otherwise in Supplier's sole discretion, all amounts due in connection with a Purchase Order for a Product or for other services shall be payable to Supplier by Buyer in advance.

(5) The Buyer shall pay, if applicable, in addition to any invoiced amount, (a) all taxes on the sale or use of the Products, including, without limitation, all federal, state, or local property, license, sales, use, excise or gross receipts taxes or other like taxes and tariffs ("Taxes"), and (b) all performance-related costs, fees and expenses incurred by Supplier in connection with the sale or use of Products, including, without limitation, any and all travel, accommodation, printing, copying, postage and/or any other general and administrative costs and expenses ("Expenses"). If Supplier is required by law to pay any such Taxes or Expenses, then the Buyer shall indemnify, pay or reimburse Supplier on demand for such payments and any penalties or fees related thereto.

(6) The Buyer grants to Supplier a purchase money security interest in the Products under the Uniform Commercial Code. Failure of the Buyer to make any payment when due shall entitle Supplier, in its sole discretion, to declare all obligations of the Buyer immediately due and payable and; in such event Supplier shall have all the rights and remedies of a secured party under applicable law. Upon request the Buyer agrees to execute all documents that may be deemed by Supplier necessary or appropriate to create, perfect and maintain the perfection of its security interest under applicable law. The Buyer hereby appoints Supplier as its attorney-in-fact to sign and file financing statements and such other documents as Supplier deems necessary to create, file, perfect and maintain the perfection of its security interest.

5. Delivery

(1) Delivery dates are estimated only and not guaranteed. Supplier will endeavor to meet the Buyer's delivery requirements but shall not be liable for any loss or damage, whether direct, consequential or otherwise, caused by any delay in delivery.

(2) Unless otherwise agreed in writing by both parties, the Product will be delivered pursuant to Ex Works at the Supplier's premises (INCOTERMS 2010). Upon Supplier's notification to the Buyer that the Products are ready for collection or delivery, the Buyer shall agree to collect or accept delivery of the Products, as the case may be, immediately. If the Buyer fails to accept the Products promptly or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Supplier's fault) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

(2.1) store the Products until actual delivery and charge the Buyer for the reasonable costs of such failure (including without limitation reasonable costs of storage, insurance and demurrage) which costs shall become immediately due and payable on demand; or

(2.2) sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract; or

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17471 Village Green Dr | Houston, TX 77040 | USA

(2.3) terminate the Contract and claim for liquidated damages.

(3) If the Supplier has failed to deliver the Products in accordance with the Contract, the Buyer shall be entitled, by serving written notice on the Supplier, to demand performance within a specified time thereafter, and if the Supplier fails to do so within the specified time, the Buyer shall be entitled to terminate the Contract in respect of the undelivered Products and claim compensation for actual loss and expense sustained as a result of the Supplier's non-performance, which was foreseeable at the time of conclusion of the Contract and resulting from the usual course of events, subject always to the limitations set out in clause 8 (5).

(4) Supplier shall be entitled to make deliveries by installments or partial deliveries. Each installment shall be construed as constituting a separate Contract to which all the clauses of these Terms shall (with any necessary alterations) apply. Failure by Supplier to deliver any one or more installments in accordance with these Terms or any claim by the Buyer in respect of one or more installments shall not entitle the Buyer to treat the applicable Purchase Order as a whole as repudiated.

(5) Unless otherwise agreed by the parties, Supplier shall determine the type and design of all packaging used for the Products and shall be entitled to charge the Buyer for the costs incurred in the same.

6. Risk and property in the Products

(1) Risk of damage to or loss of the Products shall pass to the Buyer:

(a) in the case of the Products to be delivered at Supplier's premises, at the time when Supplier notifies the Buyer that the Products are available for collection; or

(b) in the case of the Products to be shipped or dispatched from Supplier's premises, at the time of delivery to the first applicable freight carrier or, if the Buyer wrongfully fails to take delivery of the Products, at the time when Supplier has tendered delivery of the Products.

(2) Notwithstanding delivery of the Products or any other clause of these Terms, title in the Products shall not pass to the Buyer until Supplier has received in cash, or good funds, payment in full of the price of the Products and all other Products agreed to be sold by Supplier to the Buyer for which payment is then due.

(3) Until such time as title in the Products passes to the Buyer, the Buyer shall hold the Products as Supplier's fiduciary and bailee and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Supplier's property, but shall be entitled to resell or use the Products in the ordinary course of its business but shall account to the Supplier for the proceeds of sale or otherwise of the Products whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured. Buyer may not resell or use the Products if it is adjudicated bankrupt, is placed in administration, an administrative receiver appointed for all or part of its undertaking or in the event of notices being served, meetings called for a creditors meeting of the Buyer or proceedings issued which could lead to the winding up of the Buyer.

(4) The Buyer shall not be entitled to pledge security for any indebtedness any of the Products which remain the property of Supplier. If the Buyer does so, all monies owing by the Buyer to Supplier shall (without) prejudice to any other right or remedy of the Seller) forthwith immediately become due and payable.

(5) The Buyer agrees with the Supplier that the Buyer shall immediately notify the Supplier of any matter from time to time affecting the Supplier's title to the Products and the Buyer shall provide the Supplier with any information relating to the Products as the Supplier may require from time to time.

(6) Until such time as the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold) the Supplier shall be entitled at any time to require the Buyer to deliver up the Products to the Supplier and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Products are stored and repossess the Products.

(7) The Buyer hereby irrevocably appoints the Supplier and its servants as its duly authorized agent for the purpose of entering upon any premises where the Products are stored for the purpose of examination and/or recovery of the same at any time without notice.

(8) Where the Products have been incorporated by the Buyer into a product or article in such a way that the substance and identity of the products have

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17471 Village Green Dr | Houston, TX 77040 | USA

been irrevocably altered or destroyed, then property in such new product(s) or article(s) shall immediately upon its or their creation vest wholly in the Seller, and the preceding sub-clauses shall apply mutadis mustandis to such products or articles as if they were Products remaining the property of the Seller; provided that this sub-clause shall not apply if the Seller has received in cash or cleared funds payment in full of the price of the Products and all other Products agreed to be sold by the Supplier to the Buyer for which payment is then due. For the avoidance of doubt, it is hereby declared that the preceding sub-clauses shall continue to apply to Products which have been incorporated by the Buyer into any product or article in such a way that the substance and identity of the Products have not been irrevocably altered or destroyed.

(9) If the sub-clauses in this clause 6 are not effective according to the law of the country or federal land in which the Products are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this clause, and the Buyer shall take all steps necessary to give effect to the same.

(10) The Buyer shall indemnify the Supplier against all loss, damages, costs, expenses and legal fees incurred by the Supplier in connection with the assertion and enforcement of the Supplier's rights under this clause.

7. Limited Warranty

(1) Subject as expressly provided in these Terms all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

(2) Supplier will authorize repair or, at its option, replace any Product manufactured by Supplier that is found, for period of twelve (12) months commencing from the date on which the Products are delivered or deemed to be delivered, to be defective by reason of faulty materials, workmanship or design provided that notice of any such defect is delivered to Supplier within eight days from the date of receipt of the Products or where the defect was not apparent on reasonable inspection, within a reasonable time after discovery of the defect. The Buyer shall also examine the Products before every commissioning, in particular regarding safety and suitability for use. During use, the Products shall be monitored constantly with regard to safety and defects. If there are even slight reservations concerning the suitability for use or the slightest

reservations concerning safety, the Products must not be used or the operation must be shut down immediately. The Supplier shall be given written notification immediately, specifying the reservations or the defect. However in no event shall the Buyer be entitled to reject the Products on the basis of any defect, except where the failure is such that the Products delivered are of a fundamentally different nature than those which the Supplier had contracted to deliver.

(3) If the Buyer does not give due notification to the Supplier in accordance with the clause 7 (2), the Supplier shall have no liability for any defect or for any consequences resulting therefrom. Where any valid claim is delivered to the Supplier according to the clause 7 (2), the defect Products will be repaired or replaced free of charge as originally ordered. Where the Products have not been so repaired or replaced within a reasonable time, despite a written warning from the Buyer, the Buyer shall be entitled to a reduction of the price in proportion to the reduced value of the Products, provided that under no circumstance shall such reduction exceed 15% of the price of the affected Products. In lieu of repair or replacement, the Supplier may, at its sole discretion, grant such an aforesaid reduction to the Buyer. Upon a repair, replacement or price reduction being made as aforementioned, the Buyer shall have no further claim against the Supplier.

(4) When the Supplier has provided replacement Products or given the Buyer a refund, the nonconforming Products or parts thereof shall become the Supplier's property.

(5) The Supplier's above warranty concerning the Products is given subject to the following conditions:

(5.1) No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the products supplied or that they will be suitable any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Supplier.

(5.2) Any description given of the Products is given by way of identification only and the use of such description shall not constitute a sale by description.

(5.3) Notwithstanding that a sample of the Products has been exhibited to and inspected by the Buyer, it is hereby declared that such sample was not exhibited and inspected as to constitute a sale by sample under the Contract.

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8. Liability limitation

(1) Except for liability to the Buyer for death or injury resulting from its own or that of its employees, the Supplier's liability under or in connection with the Contract shall be subject to the limitations set out in this clause 8.

(2) The Supplier shall be under no liability whatsoever where this arises from a reason beyond its reasonable control as provided in clause 12 or from an act or default of the Buyer.

(3) In no event shall the Supplier be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Supplier had been advised of the possibility of the Buyer incurring the same.

(4) The liability limitation for delay in delivery is pursuant to clause 5 (2).

(5) If the Buyer becomes entitled to compensation arising out of the Supplier's non delivery of Products as specified in clause 5.4, the Supplier's liability shall be limited in total to a maximum cumulative amount of 15 %, of the value of the undelivered Products.

(6) The remedies set out in clause 8 are the Buyer's sole and exclusive remedies for non-conformity of or defects in the Products and the Supplier's liability for the same shall be limited in the manner specified in clause 8.

(7) Without prejudice to the sub-limits of liability applicable under this clause 8 or elsewhere in these Terms, the Supplier's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or nonperformance under the Contract, shall not exceed 15 % of the total Contract price.

(8) If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under these Terms.

(9) No action shall be brought by the Supplier later than 12 months after the date became aware of the

circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event, no later than 12 months after the end of the Warranty Period.

(10) The Supplier may from time to time by written agreement agree to extend its liability within this clause 8 to higher limits of liability provided insurance can be obtained by the Supplier for such higher limit prior to such agreement in writing and provided that the Buyer reimburses the Supplier for the cost of the additional insurance prior to such agreement in writing.

9. Release and Indemnification

(1) In the event:

(a) that the Buyer uses the Products in applications other than that specified at the time of Order Confirmation or not in accordance with Supplier's instructions, or

(b) that the Buyer breaches any of the terms or conditions set forth in these Terms or any Purchase Order, the Buyer agrees to release Supplier from, and to hold Supplier harmless and, upon request, defend Supplier for, from and against, any and all claims, suits, actions or legal proceedings brought against Supplier, its affiliates and its officers, directors, employees and representatives, seeking injunctive relief or damages to recover any loss, damage or injury to person or property, including reputation and goodwill, whether brought by a federal, state or local governmental agency, or any other person.

(2) This release, hold harmless and indemnification shall apply, regardless of whether such claims, lawsuits, judgments, demands, actions or causes of action allege or are based on negligence, breach of implied warranty, strict liability, reckless or intentional conduct, or any other nature or manner of legal theory or cause of action.

(3) The sole exception to the contract governed by these Terms is if such claims, suits, actions or legal proceedings arise exclusively from failure of the Products to meet the Limited Warranty set forth in clause 7.

10. Default of Buyer

In the event of breach of the Terms or any Order Confirmation, Supplier may exercise all rights and remedies available to it hereunder and under the laws of the State of Texas. Among such remedies and without limitation, Supplier reserves the right to

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17471 Village Green Dr | Houston, TX 77040 | USA

cancel all or any part of a current Purchase Order and any other Purchase Orders outstanding, without liability to the Buyer, if the Buyer fails to perform under any applicable clause of the Terms or of any applicable Order Confirmation and the failure is not cured within ten (10) calendar days after notice to the Buyer by Supplier.

11. Intellectual Property Rights

(1) If any claim is made against the Buyer that the Products infringe or that their use or resale infringes the patent copyright design trade mark or other industrial or intellectual property of any other person then unless the claim arises from the use of any drawing or specification supplied by the Buyer the Supplier shall indemnify the Buyer against all loss damages costs and expenses awarded against or incurred by the Buyer in connection with the claim or paid or agreed to be paid by the Buyer in settlement of the claim, [up to a maximum cumulative amount of 50 % of the value of the infringing Products], provided that:

(1.1) the Supplier is given full control of any proceedings or negotiations in connection with any such claim;

(1.2) the Buyer shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations;

(1.3) except pursuant to a final award the Buyer shall pay or accept any such claim or compromise any such proceedings without the consent of the Supplier;

(1.4) the Buyer shall do nothing which would or might vitiate and policy of insurance or insurance cover which the Buyer may have in relation to such infringement and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

(1.5) the Supplier shall be entitled to the benefit of and the Buyer shall accordingly account to the Supplier for all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

(1.6) Without prejudice to any duty of the Buyer at common law the Supplier shall be entitled to require the Buyer to take such steps as the Supplier may reasonably require to mitigate or reducing any such

loss damages costs or expenses for which the Supplier is liable to indemnify the Buyer under this condition.

(2) Any copyright (including without limitation any copyright relating to drawings models and tools and any other equipment) design right or other intellectual property in the Products or any such rights related directly or indirectly to their supply under the terms of this Contract shall vest in the Supplier and the Buyer agrees that it shall do any acts and execute any documentation required by the Supplier to secure the vesting of such rights in the Supplier.

12. Force Majeure

Supplier shall not be liable for damages as a result of any delay or failure to perform pursuant to any Purchase Order due to any cause beyond Supplier's control, including, without limitation, acts of nature or God, act of Buyer or any of its representatives, any statute, ordinance, regulation, order or other governmental, agency or judicial action, fire, storm, flood, earthquake, explosion, accident, war or rebellion, sabotage, epidemic, quarantine restrictions, strike, riot, terrorism, war, transportation embargoes, failure or delay in transportation or inability to obtain or delay in obtaining necessary labor, products, fuel or manufacturing locations or failures of manufacturing machinery or power failure or breakdown in machinery. Upon the happening of any one of the aforesaid events the Supplier may at its option:

(a) fully or partially suspend delivery or performance while such event or circumstance continues;

(b) terminate any Contract so affected with immediate effect by written notice to the Buyer and the Supplier shall not be liable for any loss or damage suffered by the Buyer as a result thereof.

13. Bankruptcy or Insolvency of Buyer

Without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further delivery or performance under the Contract without any liability to the Buyer and if Products have been delivered performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if:

(a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes

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bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

(b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

(c) the Buyer ceases or threatens to cease to carry on business; or

(d) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

In the event an action is brought by Supplier to collect the monies due hereunder, the Buyer shall pay all cost of collection, including reasonable attorney's fees, and interest allowed by law.

14. Confidential Information

(1) Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) (and without prejudice to include all promotional items and samples and such like unless agreed otherwise) concerning the business and affairs of the other that it shall have obtained as a result of the discussions leading up to or the entering into of the Contract or which it may have learned during the term of the it may have learned during the term of the Contract.

(2) Each of the parties hereto undertakes with the other to take all such steps as shall be necessary from time to time to ensure compliance with the provisions of this condition by its employee's agents and subcontractors other companies within the group of companies to which it belongs.

15. Cancellation and Termination

(1) If the Buyer requests the cancellation or suspension of Supplier's performance pursuant to any Contract and Supplier agrees to cancel or suspend such performance, then the Buyer shall, as a cancellation charge and liquidated damages, reimburse Supplier for all documented expenditures incurred by Supplier in connection with its performance, whether partial or complete, or in preparation thereof, incurred due to such cancellation or suspension. Such expenditures may include, without limitation, any Expenses and any third party cancellation charges, plus the contemplated profit associated with the applicable Contract.

(2) On or at any time after the occurrence of any of the following events the Supplier may stop any Products in transit, suspend further deliveries to the Buyer, exercise its rights under clause 6 and/or terminate the Contract with the Buyer with immediate effect by written notice to the Buyer. The events are:

(2.1) the Buyer being in breach of an obligation under the Contract;

(2.2) the Buyer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;

(2.3) the making of an administration order in relation to the Buyer or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Buyer's assets;

(2.4) the Buyer making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

16. Jurisdiction; Venue

(1) The Buyer irrevocably agrees and consents (i) to the exercise of personal jurisdiction over it by the State or superior courts of the State of Texas or by the United States District Court for the Southern District of Texas; and (ii) that if the Buyer brings an action, it shall be instituted exclusively in one of the courts specified in sub-clause (i) above.

(2) Service of process provided to the Buyer in accordance with sub-clause 19 below shall be effective and sufficient to establish jurisdiction and venue in such court in any such action.

17. Governing Law

The Terms and all Contracts shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.

18. Severability

If any clause of a Contract, including these Terms, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other clauses of the applicable Contract, including these Terms, and the effect thereof shall be confined to the clause as to which such adjudication is made.

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19. Notice

(1) Any notice or other communication required or permitted by these Terms must be given in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this clause to the party giving the notice and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), air mail (registered or certified with return receipt requested), telecopy or e-mail (with a copy sent by personal delivery or air mail).

(2) Notice will be deemed given when received or delivered.

20. Assignment

The Buyer shall not have the power to delegate any duties or assign any rights under any Contract without the prior written consent of Supplier. Any such attempted delegation or assignment shall be void.

21. Third Party Rights

Nothing in any Purchase Order or Order Confirmation is intended to confer any rights or remedies on persons other than the Buyer, Supplier, and their respective successors and permitted assigns.

22. Headings

The headings contained in these Terms are included for mere convenience of reference and shall not affect the language included herein.

23. Amendment

Supplier reserves the right to change, modify, add, or delete portions of these Terms from time to time without further notice.

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