

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

ASB GLASSFLOOR AMERICA, INC.
1301 Avenue of the Americas, 15th Floor
New York, NY 10119
asbglassfloor.com

These General Terms and Conditions of Sale and Delivery (these "Terms") are applicable to all U.S. customers (the "Customers" and each, individually, a "Customer") of ASB GLASSFLOOR AMERICA, INC., a Delaware corporation (the "Company").

1. Terms and Conditions of Sale:

1.1. Company shall sell and deliver to Customer, and Customer shall purchase and accept from Company, the products (herein, the "Products") described in the following documents, which together with these Terms shall form the contractual basis between Company and Customer (each, an "Order"), in the following order of precedence unless otherwise expressly agreed in writing: (a) Company's written order confirmation; (b) the specifications of Products and/or Services agreed between Company and Customer; (c) any order checklist provided by Company, including relevant data and on-site requirements; and (d) any quotation confirmed by Company. Taken together with these Terms, such documents constitute the entire agreement between Company and Customer regarding the Products (this "Agreement").

1.2. No other terms or conditions shall apply unless specifically agreed to by Company in a separate written instrument duly executed by an authorized representative of Company. Any additional or different terms contained in Customer's order, general terms and conditions, or other response shall be deemed rejected by Company and shall be of no effect, even if not expressly objected to. Unless otherwise agreed in writing, any information, advice, or documentation provided by Company outside the documents listed in Section 1.1 shall be deemed non-binding and shall not give rise to contractual obligations. Customer shall be deemed to have accepted these Terms by accepting delivery of any Products.

1.3. Any drawings, specifications, or samples provided by Company together with a quotation remain the property of Company. Customer shall treat such materials as confidential and return them to Company upon request or after use. Any modifications requested by Customer with respect to the quantity, quality, specifications, or other characteristics of the Products shall require Company's prior written confirmation. Such modifications may result in an adjustment of price, delivery schedule, and other relevant terms, which shall become binding only upon written acceptance by Customer.

1.4. No Order shall be binding upon Company until the earlier of (a) Company's written acceptance of the Order or (b) delivery of the Products to Customer. Notwithstanding any such acceptance, Company shall have no obligation to perform if Customer is in breach of this Agreement or of any other agreement between Customer and Company at the time Company's performance is due.

1.5. Any verbal agreements concerning an Order, including agreements made by telephone, shall have no force or effect unless confirmed by Company in writing.

1.6. Customer shall bear all costs associated with the cancellation or modification of an Order.

2. Prices:

2.1. Unless otherwise stated in the offer, all price quotations are Ex Works Company's facility in 7509 Exchange Dr, Orlando, FL 32809, USA (per Incoterms 2020) and do not include costs for packaging, postage or other freight charges, insurance or taxes, if any.

2.2. Products prices will be governed by the Company's current prices in effect from time to time or by special price quotes made to customer in writing.

2.3. Company may without notice to Customer increase the price of the Products by the amount of any new or increased tax, or duty (excluding franchise, net income and excess profits taxes) which Company may be required to pay on the manufacture, sale, transportation, delivery, export, import or use of the Products or the materials required for their manufacture or which affects the cost of such materials.

3. Terms of Payment:

3.1. Unless otherwise agreed to in writing by the Company, Customer is obliged to pay sixty percent (60%) of the purchase price upon conclusion of the purchase agreement within ten (10) days, an additional thirty percent (30%) within ten (10) days upon delivery and the final ten percent (10%) within ten (10) days after completion of installation.

3.2. If the Customer fails to make payment on or before the date required, Customer shall pay interest to the Company at the rate of one point five percent (1.5%) per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit.

3.3. If Customer fails to observe these Terms or the terms of any other agreements between Company and Customer, or if Customer becomes insolvent, all balances then due and owing to the Company shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by the Company but not yet filled shall in such cases become cancelable at the sole discretion of Company. In addition, Company shall be entitled to recover all indirect and direct damages caused by Buyer's failure to observe these Terms or the Agreement.

3.4. Customer does not enjoy a right of set-off under any circumstances.

4. Delivery Terms:

4.1. Except as otherwise specified in this Agreement, the Products shall be sold and delivered Ex Works (per Incoterms 2020) Company's facility in 7509 Exchange Dr, Orlando, FL 32809, USA. Title to and risk of loss for the Products shall pass to Customer upon delivery thereof to any common carrier at such facility.

4.2. Any agreed Delivery Period commences on the day on which any Order and accompanying documents, such as drawings, have been clarified by the Company, but in any event no earlier than the written acceptance of any Order by the Company. Sales which extend over a certain period of time, and where quantities have not been fixed in advance, shall be subject to separate agreements concerning the quantity and delivery period regarding each separate sales transaction and/or request for delivery made by a Customer. Delivery Periods determine the date of dispatch ex works. All delivery dates are approximate; time shall not be of the essence.

4.3. Customer will be billed for and shall pay all freight, transportation, shipping, insurance and handling charges, duties, and taxes, including any applicable VAT, sales, personal property, *ad valorem*, and other taxes, duties, levies or charges imposed by any governmental authority, irrespective of whether applicable law makes such items the responsibility of the buyer or seller, but excluding any taxes payable by Company with respect to its net income.

4.4. Customer, shall, subject to Company's available facilities at the shipping point, determine the type of transportation and shall notify Company thereof at the time Customer places each Order. If Customer shall fail to so notify Company, Company or its agent may select any commercial air, ship, motor or rail carrier or any combination thereof for the transportation of the Products. Company will make deliveries of the Products in the quantities ordered as near as reasonably possible to Customer's requested delivery dates.

4.5. Company shall use its reasonable efforts to deliver the Products to Customer by the agreed upon date. However, except in cases of Company's willful misconduct or gross negligence, Company shall not be liable to Customer for delays in delivery or damage to Products while in transit, irrespective of whether Company or Customer determined the mode of transportation.

4.6. Company's obligation to deliver the Products is expressly conditioned upon timely and proper delivery of the necessary raw materials by Company's own suppliers under a congruent covering contract. If Company is not timely or properly supplied, through no fault of its own, Company shall be excused from performance to the extent of such failure and shall not be liable for any damages arising therefrom. Company shall promptly notify Customer of any such non-availability and, in the event of non-delivery, refund any advance payments made by Customer without undue delay.

4.7. In cases of deliveries of Products manufactured to Customer's specification ("Special Orders"), Company reserves the right to rely on the technical specifications provided by Customer.

4.8. Unless otherwise agreed to in writing, all tools, models, plans, blueprints or other devices and/or documents used and/or developed by Company (the "Tools") in order to fulfill any Order or Special Order are the property of the Company, even if the cost of development and/or manufacturing of such tools, models, plans, blueprints or other devices and/or documents was wholly or partially borne by the Customer.

5. **Assembly and Installation of the Products**

5.1. Should agreed services include the assembly and installation of the Products, the Customer shall ensure that its site meets the specific requirements set forth in Schedule A "Requirements for GlassFloor installations / Basic requirements to be provided by the Customer", attached hereto.

5.2. The Company reserves the right to engage a qualified third party for the assembly and installation of the Products. The Customer agrees to provide the specific requirements for installation of the Products to any third party so designated by the Company.

5.3. If the Agreement includes a site acceptance test ("SAT") to be conducted at Customer's facility, the SAT shall confirm whether the installed system or Products perform in accordance with the agreed specifications under actual operating conditions. Company shall prepare and provide a written SAT report upon completion.

5.4. The SAT shall be deemed passed, and the deliverables or Products accepted, upon the earliest of: (i) Customer's written confirmation, (ii) substantial conformity with the agreed specifications as documented in the SAT report, or (iii) Customer's use of the deliverables or Products for their intended purpose in live operations.

5.5. Customer shall not unreasonably withhold or delay acceptance based on minor non-conformities that do not materially impair functionality. If acceptance is delayed due to Customer's failure to provide necessary access, information, or cooperation, acceptance shall be deemed to have occurred five (5) business days after Company's written notice that the deliverables are ready for testing.

5.6. Use of the deliverables or Products by Customer, other than for agreed testing purposes, shall constitute acceptance.

6. Security Interest:

6.1. As security for the timely payment and performance of all Customer's indebtedness to Company, Customer hereby grants to Company a first priority security interest in the Products following delivery thereof to Customer ("Collateral"). Such Interest shall remain in force until payment in full of the entire purchase price for the Products and any other amounts due to the Company by Customer.

6.2. If so requested by Company, the Customer shall deliver to Company, in form and substance satisfactory to Company, and duly executed as required by Company, financing statements and other security interest perfection documentation in form and substance satisfactory to Company, duly filed under the UCC in all jurisdictions as may be necessary, or in Company's opinion, desirable, to perfect Company's security interest and lien in the Collateral, in order to establish, perfect, preserve and protect Company's security interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of Company's security interest.

7. Warranty and Limitations:

7.1. Company warrants solely to the original purchaser of Products that for the Warranty (as defined below), Products will be free from defects in materials and workmanship under normal use and will conform to the agreed specifications of Products. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of Products.

7.2. The foregoing warranty is subject to proper storage, transportation and use of Products, according to Company's instructions and does not include defects to normal tear or deterioration. Warranty claims shall be deemed invalid to the extent that the defect arises from, or is contributed to by, improper storage or handling by the Customer, or where the Customer fails to provide or ensure the requirements for installation of the Products as set forth in Schedule A.

7.3. Customer shall inspect the Products for conformity and visible defects immediately, and in any event within fourteen (14) business days after delivery. Customer shall provide immediate written notice to Company of any such visible defects or non-conformities. Hidden defects must be reported immediately upon discovery. Any notice shall include sufficient details regarding the defect, order, and shipment to enable Company to verify the claim. Failure to provide written notice within the fourteen (14)-day period waives all warranty claims for visible defects or non-conformities.

7.4. Customer shall promptly notify Company in writing of any alleged defects and, unless otherwise agreed, return the defective Product to Company at Company's expense. Company's sole obligation under this warranty is, at its option, to replace the defective Product within a reasonable time after receiving notice. Such replacement is Customer's exclusive remedy unless otherwise provided in these Terms. Any replaced products shall be subject to the warranty in this Section 7 only

for the remainder of the original warranty period. If no defect is found, Customer shall reimburse Company for costs incurred in connection with the notice. Company shall have sole discretion to determine whether a defect exists. If replacement is not commercially reasonable, Customer's sole remedy shall be an equitable refund of the portion of the fees paid for the defective Product. This remedy is subject to the limitations of this Agreement and constitutes Company's entire liability for warranty claims.

7.5. Company reserves the right to make provision of any replacement, or warranty service contingent upon Customer's full payment of amounts due at the time of such service. Customer shall not withhold or set off any payments on account of alleged defects or warranty claims.

7.6. With respect to orders made to custom, any defects of Products caused by Customer's specifications are excluded from the warranty set forth in this Section 7.

7.7. The "Warranty Period" shall commence on the date of delivery of the Product to Customer or, if acceptance after inspection has been agreed, upon such acceptance. The Warranty Period shall continue for twenty-four (24) months from delivery or installation with respect to electronic components, and for ten (10) years from the signing of the Certificate of Completion with respect to the GlassFloor. For the avoidance of doubt, silicone joints between GlassFloor elements are expressly excluded from the Warranty.

7.8. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with Products except as set forth herein. THE WARRANTY SET FORTH IN THIS SECTION 7 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED "AS IS." EXCEPT FOR THE WARRANTY SET FORTH ABOVE, COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

8. LIMITATION OF LIABILITY:

8.1. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF EARNINGS, PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION BASED UPON EQUITY, CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY CASE LAW OR STATUTE, OR OTHERWISE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. NOTWITHSTANDING THE TERMS AND CONDITIONS SET FORTH IN SECTION 8.1., COMPANY'S LIABILITY – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE VALUE OF CUSTOMER'S ORDER TO WHICH THE DAMAGES ARE PERTAINING TO, AS DESCRIBED ON THE ORDER FORM. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER IN AN EQUITABLE MANNER, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

8.3. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR

LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

9. Force Majeure:

9.1. Neither party shall be liable to the other, or to any third party, for any failure or delay in the performance of its obligations under this Agreement to the extent caused by events beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, explosion, accident, acts of public enemy, war, riot or civil unrest, sabotage, strikes, lockouts, labor disputes or shortages, work slowdowns, stoppages or delays, pandemics, shortages or failures or delays in energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdowns in machinery or equipment, or, except as otherwise provided in this Agreement, acts, regulations, or priorities of any federal, state, or local government.

9.2. When the event operating to excuse performance by either party shall cease, this Agreement shall continue in full force until all deliveries have been completed.

10. Intellectual Property:

10.1. All rights, title, and interest in and to any intellectual property, including any inventions, designs, documentation, specifications, source code, object code, software, technical data, methods, know-how, or processes developed by Company or its personnel in connection with the delivery of the Products ("Developed IP") shall be and remain the exclusive property of Company.

10.2. All rights, title, and interest in and to any intellectual property, software, tools, materials, and technology owned or controlled by Company prior to or independently of the performance of the Order ("Background IP") shall remain the sole property of Company. To the extent that any Background IP is necessary for the use of the Products or deliverables provided under an Order, Company grants Customer a non-exclusive, non-transferable, royalty-free license to use such Background IP solely in connection with such Products or deliverables for their intended purpose. This license shall automatically terminate without notice if Customer breaches this Agreement or the applicable Order.

10.3. Except as expressly permitted in Section 10.2, Customer shall not, and shall not permit any third party to, (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, or architecture of any Products or deliverables; (ii) modify, copy, adapt, translate, or create derivative works based on any of Company's intellectual property; or (iii) use any Developed IP or Background IP for any purpose not expressly authorized in writing by Company.

10.4. Any drawings, materials, data, or other information provided by Customer to Company shall remain Customer's property. Customer grants to Company a non-exclusive, worldwide, royalty-free license to use, copy, and modify such materials solely for the purpose of fulfilling the Order. Customer represents and warrants that it has the necessary rights to grant such license and that Company's use will not infringe any third-party rights.

10.5. All rights not expressly granted to Customer under this Section 10 are reserved by Company.

11. Indemnification:

11.1. The Company will defend, at its own expense, any claim, suit or proceeding brought against the Customer to the extent it is based upon a claim that the Product infringes upon any United States

patent, copyright, or trade secret of any third party. The Customer agrees that it shall promptly notify the Company in writing of any such claim or action and give the Company full information and assistance in connection therewith. The Company shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. Provided the Customer complies with the provisions hereof and is not otherwise in breach of any provision of this Agreement, the Company will pay all damages, costs and expenses finally awarded to third parties against the Customer in such action.

11.2. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) material breach of any terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

11.3. THIS SECTION 11 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

12. Confidentiality:

12.1. The parties acknowledge that, under the Agreement, one party may disclose to the other confidential and/or sensitive information ("Confidential Information"). The party disclosing information is referred to as the "Disclosing Party" and the party receiving information as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or activities including, but not limited to, financial, legal, technical, marketing, sales and business information, which is (a) marked as confidential at the time of disclosure; or (b) is unmarked (e.g., disclosed orally or visually) but is identified as confidential at the time of disclosure; or (c) due to the nature of the information or the circumstances of disclosure, would be understood by a reasonable person to be confidential. The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its officers, employees, subcontractors, and legal and financial advisors who have a need to know such information to perform the Agreement. The Receiving Party shall only use Confidential Information in furtherance of its performance of the Agreement, and not for any other purpose or for the benefit of any third party. Receiving Party's obligations to protect the Confidential Information will survive for five (5) years after the termination of this Agreement, provided, however, that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Receiving Party or its related parties. These confidentiality obligations shall not apply to any information which: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (iii) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; or (iv) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation. In no event shall Provider's use or disclosure of information relating to the development, improvement or use of any of the Provider's products be subject to any limitation or restriction. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow

the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be returned to the Disclosing Party promptly upon the Disclosing Party's request or within ten (10) days of the expiration or termination of this Agreement.

12.2. If the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will promptly notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication, and take all necessary steps to prevent any further breach of this Agreement. The Receiving Party agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event, the Disclosing Party shall be entitled to seek injunctive relief, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or equity.

13. Marketing:

13.1. The Customer agrees to grant the Company the right to capture and use photographs, videos, and other media of the installation and any event held by the Customer for promotional purposes, including in advertisements, social media, and on the Company's and its affiliates' websites, worldwide and in perpetuity.

13.2. The Customer agrees to reasonably cooperate with the Company in providing media relating to the installation or any event held by the Customer, including by sharing photographs or videos in its possession that are of suitable quality for promotional use. Any such cooperation shall be on a reasonable efforts basis and subject to the Customer's internal policies and practical availability.

13.3. The Company reserves the right to send a photographer or videographer to the event. The Customer shall ensure access for the capture of media, coordinated so as to minimize disruption and in compliance with event policies.

14. Miscellaneous Terms:

14.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the parties agree to resolve any dispute through good-faith negotiations. Each party agrees to have its senior business officers or designated representatives meet within thirty (30) days of written notice of the dispute to discuss the matter and attempt to reach a mutually agreeable resolution. Each party shall bear its own attorney fees and legal costs incurred, regardless of the outcome, unless otherwise agreed upon in writing by the Parties.

14.2. Should the parties fail to reach an agreeable resolution within thirty (30) days after the meeting set forth in Section 14.1, any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be settled exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in New York, New York, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than two hundred fifty thousand U.S. Dollars (\$250,000 USD), before a single arbitrator determined by a mutual agreement between Company and Customer, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is two hundred fifty thousand U.S. Dollars (\$250,000 USD) or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. The losing

party shall reimburse the prevailing party for reasonable attorneys' fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

14.3. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without giving effect to principles of conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

14.4. If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

14.5. In the event of a violation or threatened violation of Company's proprietary rights, Company shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that Company would suffer irreparable harm.

14.6. The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment or agency relationship between the parties.

This Agreement, including any Schedules attached hereto, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns.

Customer Acknowledgment

By: _____

Name:

Title:

Date:

* * * * *

SCHEDULE A

Requirements for GlassFloor installations by Company's

1. Obstacle-free delivery for 40-ton trucks and trailers as well as articulated lorries with a length of 20 meters is presumed.
2. The delivery entrance of the building at which the installation is to be done must be hard-surfaced and enable passage for a 40 ton truck.
3. The unfinished floor in the area of installation must be level and hard-surfaced in such a manner that a forklift or other machinery with a weight of at least 5 tons can move about unimpeded.
4. The building opening must be at least 2.8 m high and 1.6 m wide to allow the bringing in of the GlassFloor elements. Access at ground-level must be ensured. A corresponding loading ramp (steel scaffolding) in height of the corresponding storey must be erected in case delivery is to be made into another level than ground-level. Dimensions: 2.5 m wide and 7 m long. Should multi-story delivery apply, FEB is to contact Company immediately to find an approach that works for all parties.
5. Subfloor needs to be level and flat and sufficient to support the weight of the GlassFloor system and the weight on top (point load min. 800kg per 10x10 cm); floor specification to be provided during planning.
6. The loading ramp must correspond with the respective Institution for Statutory Accident Insurance and Prevention.
7. The place of floor installation must be free of stored construction materials or other tools upon delivery of elements. Installation by Company can only be carried out if no other trades are occupied at the same location at the same time. It is the Customer's obligation to ensure that the following temperature and air humidity conditions always prevail on site during installation: at the start of installation a minimum of +10 °C and a maximum relative humidity of 80%.
8. Customer shall provide a cooling system for the LED floor according Company specification free of charge for Company

Basic requirements to be provided by the Customer:

1. Access to the installation site during the installation period agreed by both parties beforehand in writing.
2. Customer to provide two Forklifts + Operator for unloading/installation/demount and reloading with 5 to lifting capacity free of charge for Company.
3. Unless otherwise agreed in writing, Customer to provide minimum 15 local skilled helpers for the full installation and demounting process with daily working hours from 8 AM to 9 PM free of charge for Company
4. Power Supply: (3) 125A CEE 400V + (1) 63A CEE 400V (max. 10m from the court)
5. Catering for staff (during setup, event and disassembly)
6. Place for safe unloading and 40 m² of storing space after delivery/prior to loading, storage during event
7. Company is entitled to access the floor with guests (time slots tbd)
8. Timeframe for all installation activities need to be agreed with Company during planning (LED barriers, sound, lightning, rigging, decoration)
9. GlassFloor needs to be protected during works with heavy weights on top of GlassFloor
10. Parking for cars and trucks have to be provided (tbd)

In case of non-fulfillment or improper fulfillment of obligations under the Agreement according to this Appendix 2, Company is entitled to source replacement where required at Customer's expense.