

# General Terms and Conditions of Sale

01/2024

for use in the commercial business dealings of  
Rieder NORAM Inc.

## 1. General matters

- 1.1. These General Terms and Conditions of Sale are an integral part of, and are incorporated by reference in, all offers and contracts for deliveries and services between Rieder NORAM Inc. and its customers (collectively referred to herein as the "Agreement" or "terms and conditions"), and they apply in the version that was valid at the time the order was placed as the exclusive contractual basis for all business transactions between Rieder NORAM Inc. and the customer, regardless of whether the order was placed verbally or in writing. No additional or different terms or conditions will be binding upon Rieder NORAM Inc. unless specifically agreed to in a writing signed by an authorized representative of Rieder NORAM Inc. Failure of Rieder NORAM Inc. to object to conditions contained in any other writing or other communication from customer shall not be construed as a waiver of this Agreement nor acceptance of any such other provisions. This Agreement also serves as notice of Rieder NORAM Inc.'s objection to and express rejection of any terms and conditions of purchase included in customer's order or other writing that are different from or additional to this Agreement. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.
- 1.2. All production-related limitation periods commence at the earliest upon full acceptance of these terms and conditions.  
All manufacturing related time periods begin, at the earliest, with the full acceptance of these terms and conditions.  
Our delivery and payment conditions also apply if we carry out delivery to the client unconditionally while being aware of the client's conditions to the contrary or the client's delivery and payment conditions which deviate from our terms. If the delivery and payment conditions of the contract partners are contradictory, the conditions in this Agreement will apply exclusively. In commercial business dealings these conditions also apply if Rieder NORAM Inc., as part of a routine business relationship, does not expressly make reference to them in later contracts.
- 1.3. Field staff are not authorised to agree conditions that deviate from these terms and conditions.

## 2. Offers, prices, samples, copyright

- 2.1. Any cost estimates are always non-binding, unless otherwise agreed in writing. The drawing up of a cost estimate is generally subject to a charge and will be invoiced to the customer as agreed, unless agreed otherwise.
- 2.2. We are bound by all offers, including any associated enclosures, for a period of 60 days, provided that the offer does not contain anything to the contrary. We are not bound to prices in offers and orders in progress in case of for any loss, damage or expense if such default, failure, or delay is due to acts of God, strikes, lock outs or other labor disturbances, official state measures or acts or omissions of any government or authority, insurrection or riots, fires, floods, earthquakes, storm, explosions, natural catastrophes, embargoes, acts of war or terrorism, traffic disturbances or other circumstances not attributable to Rieder NORAM Inc. and reserve the right to adapt prices accordingly. Verbal declarations (e.g. acceptance) and agreements, in particular those made staff members of Rieder NORAM Inc., must be confirmed in writing and signed by an authorised representative of Rieder NORAM Inc. in order to be legally binding.
- 2.3. Any cost estimates are always non-binding, unless otherwise agreed in writing. Prices and offers do not include installation and are based on received input from the customer. Quantities are the responsibility of the buyer. Any variation to the scope will require revised pricing. The drawing up of a cost estimate is generally subject to a charge and will be invoiced to the customer as agreed, unless agreed otherwise. Any modification after the offer or order acknowledgement has been signed, e.g. changes of sizes or quantities, shall be considered a new order and settled as such.
- 2.4. The documents that are part of the offer, such as illustrations, drawings, specifications and dimensions, are approximate values unless they are expressly designated as binding. The product characteristics published on Rieder NORAM Inc.'s parent's website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) on the day the contract is concluded apply to quality and tolerances.
- 2.5. All cost estimates, drawings, plans and other documents which are part of the offer are our property and are protected by copyright.

- 2.6. All prices are to be agreed in writing.
- 2.7. All prices are quoted in US dollars FOB or delivery warehouse plus sales tax, transport costs, customs duties and –any other costs incurred between the conclusion of the contract and the transfer of the goods in accordance with the contract.
- 2.8. (Hand) samples are regarded as non-binding demonstration items, unless otherwise agreed in writing. Our offers or samples (such as regarding size, quality, weight and colour) are subject to deviations in accordance with the “product characteristics” published on Rieder NORAM Inc.’s parent’s website ([www.rieder.cc/pro-ductcharacteristics\\_cs](http://www.rieder.cc/pro-ductcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)); the same applies to the tolerances specified there.
- 2.9. Batches: Production takes place in batches. Experience shows that identical order details also lead to different batches with differences and features (for example regarding surface and colour) that can also be seen with the naked eye; it is thus the customer’s responsibility to take into account the buffer quantities required for a uniform design and a special visual impression when ordering. There may also be differences in colour and quality within a single batch. Different batches show different behaviour with respect to environmental conditions and weathering.

### 3. (Partial) delivery, transfer of risk, acceptance and debtor’s delay, custom-made products

- 3.1. The place of performance is Rieder NORAM Inc.’s place of business in Wisconsin. Delivery is FOB, unless otherwise agreed in writing. If other agreements are made, e.g. collection of the goods from a warehouse from a different location such as in Kolbermoor, Wisconsin nevertheless remains the place of performance.
- 3.2. Unless otherwise agreed in writing, delivery deadlines or completion dates are always non-binding guide values and in no case constitute binding or guaranteed fixed dates.
- 3.3. Partial deliveries are permissible within the delivery deadlines specified by us, provided that this does not result in any usage disadvantages.
- 3.4. If the delivery / acceptance of ordered goods or partial deliveries is delayed beyond the completion date / acceptance date for reasons which are not related to point 4 of these terms and conditions, Rieder NORAM Inc. has the right to charge the customer for any additional costs incurred due to storage, transport, logistics and additional work. The weekly storage costs are calculated as follows: Net value of the stock times 0.25 divided by 52 (example: value of the stock 50,000 USD x 0.25 / 52 = storage costs of 240.38 USD per week).
- 3.5. Agreed delivery periods commence at the earliest on the date of dispatch of the company’s countersigned order confirmation, but not before the furnishing of customer documents, approvals and releases, and before receipt of an agreed down payment. The customer must duly countersign the terms and conditions and return them to us by fax or email.
- 3.6. The customer undertakes to ensure that the construction site can be reached and accessed properly with the intended transport equipment. He also undertakes to take protective measures to ensure that public road surfaces cannot be damaged. If damage occurs nonetheless, this is borne by the customer. He exempts Rieder NORAM Inc. from such claims.
- 3.7. Rieder NORAM Inc. shall not be in default with respect to its obligations under this Agreement, nor shall Rieder NORAM Inc. be liable to customer for any failure or delay in performance of any of its obligations under this Agreement, for any loss, damage or expense if such default, failure, or delay is due to acts of God, strikes, lock outs or other labor disturbances, official state measures or acts or omissions of any government or authority, insurrection or riots, fires, floods, earthquakes, storm, explosions, natural catastrophes, embargoes, acts of war or terrorism, traffic disturbances or other circumstances not attributable to Rieder NORAM Inc., Rieder NORAM Inc. is released from the obligation to render services for the duration of these events without any claims against Rieder NORAM Inc. being derived from this by the customer.
- 3.8. The customer is obliged to accept custom-made products; these will not be taken back by Rieder NORAM Inc. If the customer does not meet his acceptance obligation in due time, especially after notification of completion of the custom-made product, the risk passes to the customer immediately upon notification, who is liable to compensate Rieder NORAM Inc. for all resulting damages including loss of profit, consequential damages and indirect damages as well as (storage) costs. The storage costs are calculated for each week according to the following formula: Net stock value multiplied by 0,25 divided by 52 (Example: stock value 50.000 USD x 0,25 / 52 = storage costs of 240.38 USD per week). Subsequent changes with regard to quantity, execution and design of custom-made

products require written confirmation by Rieder NORAM Inc. in order to be valid and are only possible after the order has been placed against full reimbursement of the resulting additional costs.

### 4. Warranty, inspection and complaint obligation

- 4.1. General information on the subject matter of the contract
- 4.2. The composition and quality of the goods, in particular with regard to colour, size, quality and weight, as well as tolerances, are deemed to be only those characteristics of the product which are indicated in the “product characteristics” published on Rieder NORAM Inc.’s parent’s website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) and the corresponding data sheets. All other quality features and tolerances require the written form and confirmation on the part of Rieder NORAM Inc., and a surcharge may be charged.
- 4.3. Concrete is a natural product. Colour differences and irregularities on the surface are to be expected. Colours can also change over time as a result of weather influences. Colour differences within the tolerance range specified in the description of the delivery quality may also occur between batches. Colour shade, texture and other tolerance-specific discrepancies (according to “product characteristics”) in the goods as well as other deviations in their appearance (minor irregularities, deformations) which do not negatively impact the usability of the goods are not regarded as performance contrary to the contract. Wear due to age or weather conditions is not considered a material defect.
- 4.4. Light colours take longer to dry and may temporarily show a blue or green tinge. Experience shows that blue and green tinges can disappear over time depending on temperature, humidity, coating and other environmental influences.
- 4.5. All colours may brighten up as they dry.
- 4.6. Samples and specimens are considered non-binding demonstration pieces. It is pointed out that (hand) samples cannot convey the overall visual impression of a façade, as samples may deviate from the slabs to be produced later due to differences in storage or because they are part of a different batch.
- 4.7. Any description of the condition of the goods or any other explanation of the goods shall not be construed as a guarantee or guaranteed characteristic. The customer can only invoke a guarantee or a guaranteed characteristic if it is expressly declared as a guarantee in writing.
- 4.8. The processing guidelines (fibreC Technical manual) and the concrete skin Handling instructions resp. öko skin Installation instructions must be followed. These documents apply to all persons and companies involved in the transportation and installation chains. Unobstructed access to the construction site must be ensured for delivery of the panels. The panels must be unloaded with suitable equipment. Instructions on proper handling and unloading are enclosed with each pallet, described in the Technical manual and available as a download on [www.rieder.cc](http://www.rieder.cc). The panels must be stored on a level and paved surface. The pallets/panels must be protected against exposure to weather.
- 4.9. The condition for the assertion of claims based on defects is that the customer has properly handled and stored the purchased goods and has carried out the installation, laying, assembly or other further processing all in accordance with all applicable, including any and all Rieder NORAM Inc.’s, specialist rules, guidelines, standards, or requirements of the approval and/or works regulations.
- 4.10. The following shall be agreed warranties provided by Rieder NORAM Inc. (points 4.4. to 4.10.).
- 4.11. For a period of 10 years from date of delivery Rieder NORAM Inc. replaces (mounting not included) free of charge of its GFRC products, which demonstrably do not comply with the relevant quality characteristics of the applicable standards EN 12467 / DIN 18202 (Product specifications and test methods) valid on the date of delivery. Special agreements excluded. This Warranty is valid irrespective of any statutory warranty rights and is granted exclusively for frost resistance, breakage, delamination. The guarantee period starts with the time of transfer of risk in accordance with point 3 of these terms and conditions.
- 4.12. It is the customer’s responsibility to inspect the delivered goods immediately upon receipt. Acceptance & Rejection. The delivered goods shall be considered accepted (“Acceptance”), upon the first to occur of: (a) when customer provides Rieder NORAM Inc. written notice of acceptance or (b) five (5) days after delivery, if customer has not first provided Rieder NORAM Inc. with written notice of rejection. Customer may reject a delivered good only in the event that it materially deviates from its specifications and requirements listed in this point 4 and only via written notice setting forth the nature of such recognisable defects, deviations in quantities or incorrect deliveries, stating the exact details and description of the al-

leged defects including photographs and serial numbers. In the event of such rejection, Rieder NORAM Inc. must be given the opportunity to jointly ascertain the complaints and to be present during material sampling. If agreed in advance, the customer can be provided with photographs of the loading of the goods on request.

- 4.13. In the event of a justified and timely notification of rejection by the customer pursuant to section 4.5 of these terms and conditions, Rieder NORAM Inc. is entitled, at its sole discretion, to remedy the defect or deliver a replacement.
- 4.14. In the event of timely notification of defects and if confirmed in writing by Rieder NORAM Inc., the customer may withhold payments only to such an extent as corresponds to the extent or proportion of the defects that have arisen/claimed. Furthermore, claiming an alleged defect does not relieve customer of any of its payment obligations to Rieder NORAM Inc.
- 4.15. Disclaimer. Guarantee claims are excluded in the case of merely insignificant, minor deviations from the contractually agreed object of performance, which includes minor colour deviations or deviations in execution. Furthermore, except as stated in the Agreement, which are the sole and exclusive warranties offered herein, Rieder NORAM Inc. makes no representation, warranties or undertakings concerning the goods or services or any other matter. Accordingly, and except as stated herein, the goods and services, and all other data, materials, and documentation provided in connection with this Agreement by Rieder NORAM Inc. including, without limitation, its distributors, representatives, employees, and suppliers are provided "as is" and "as available," without representations, warranties or undertakings of any kind, and is at customer's sole and entire risk. Except as stated in the Agreement, Rieder NORAM Inc. including, without limitation, its distributors, representatives, employees, and suppliers expressly disclaims all warranties and/or conditions, express or implied, by operation of law or otherwise, including, without limitation, any implied warranties and/or conditions of merchantability, or any implied warranties arising out of course of performance, course of dealing or usage of trade, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement. No oral or written information or advice given by Rieder NORAM Inc. or Rieder NORAM's authorized representative shall create a warranty or in any way increase the scope of the warranty under this Agreement.

## 5. Technical data

Rieder NORAM Inc.'s provides information and suggestions for technical implementation in accordance with the applicable laws for construction and the rules of architecture to the best of our knowledge and assuming compliance with our "planning manual". The customer must himself check the suitability of the ordered goods and the proposed execution for use intended by customer. This applies in particular to questions of statics, mounting, test approval for the planned use and the non-factory coating of the slabs. In the case of a continuing obligation, Rieder NORAM Inc. has the right to change the technical data of the ordered goods insofar as this is reasonable for the customer.

## 6. Billing basis

Glass fibre reinforced concrete elements are billed for by ft<sup>2</sup>. Prices of finished goods strictly relate to raw panels needed (see reference to "planning manual") Unavoidable offcuts based on regular elements are at the expense of the customer.

## 7. Limitation of Liability

- 7.1. Dollar Cap. Rieder NORAM Inc.'s liability arising out of, in connection with, or relating to this Agreement shall not exceed the total amount paid by the customer for the goods only that gave rise to such liability (and excluding, without limitation, all service fees, implementation fees, investigation costs, handling costs, engineering services, expenses, substitute performance costs, etc.).
- 7.2. Exclusion of Consequential Damages. In no event shall Rieder NORAM Inc. be liable to customer for any consequential, indirect, special, incidental, exemplary, or punitive damages (including, but not limited to, damages for loss of business, loss of profits, loss of interruption, loss of information, and the like) arising out of, in connection with, or relating to this Agreement.

Clarifications & Damages Disclaimers. The liabilities limited by this point 7.2 apply: (a) to liability for negligence; (b) regardless of the form of action, whether under any theory of recovery (including contract, warranty, negligence, tort and strict liability, products liability, or otherwise) or any service of Rieder NORAM Inc. or customer's use, modification, production, delivery, misuse or inability to use the goods or related documentation, or any portion thereof; (c) even if Rieder NORAM Inc. is advised in advance of the possibility of the damages in question and notwith-

standing the failure of essential purpose of any remedy and even if such damages were foreseeable; and (d) even if customer's remedies fail of their essential purpose. If applicable law limits the application of the provisions of these points in 7.1 and 7.2, Rieder NORAM Inc.'s liability shall be limited to the maximum extent permissible. For the avoidance of doubt, Rieder NORAM Inc.'s liability limits and other rights set forth in points 7.1 and 7.2 apply likewise to Rieder NORAM Inc.'s parent, affiliates, suppliers, subcontractors, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives. Any provision herein to the contrary notwithstanding, Rieder NORAM Inc.'s aggregate maximum liability in connection with this Agreement for all damages, losses, or any causes of action whatsoever under any or all theories of recovery (including contract, warranty, negligence, tort and strict liability, products liability, or otherwise) shall be limited to the amount set forth in point 7.1 above.

- 7.3. The customer indemnifies, defends, and holds harmless Rieder NORAM Inc. against any and all damages and claims arising out of, in connection with, or relating to the improper use of its goods, misuse, alteration, modification, repair, or any defect occurring after delivery (e.g. due to faulty engineering, faulty installation and/or faulty care and maintenance).
- 7.4. Nothing in the Agreement shall limit or exclude Rieder NORAM Inc.'s liability (i) for death or personal injury caused by Rieder NORAM Inc.'s negligence, (ii) for fraud, (iii) for any breach of the obligations implied by applicable compulsory national laws or (iv) any liability which cannot be excluded by law. In particular, if this Agreement is held to constitute a supply of goods or services to a "consumer" by a competent judge in customer's jurisdiction by application of mandatory principles of consumer law in that jurisdiction ("Mandatory Consumer Law"), nothing contained in this Agreement shall exclude or restrict customer's rights in relation to the products and services to be supplied under the Agreement where to do so is unlawful pursuant to Mandatory Consumer Law.

## 8. Payments, rights of set-off and retention

- 8.1. Invoices are due immediately after receipt of the invoice or no later than on the agreed completion and acceptance date. Cash in advance can be agreed. Payment terms are thirty percent (30%) deposit of total balance is due at time of contract and remaining balance is due, and paid in cash, at time of delivery.
- 8.2. In the event of doubt as to the creditworthiness of the customer based on information from a bank, even if this doubt already existed at the time the contract was concluded, we are entitled to refuse performance of the service unless the customer makes payment for each delivery or provides us with security in the amount of our contractual claim. If the customer is not prepared to do so despite a request, we are entitled, without prejudice to any other rights, to withdraw from the contract.
- 8.3. The customer is in default with the non-fulfilment of a due monetary claim through the receipt of the reminder, the filing of an action or the delivery of a reminder notice. He is also be in default if a calendar date has been specified for performance and he does not perform at the specified time. Notwithstanding the above, the customer is in default 30 days after due date and receipt of an invoice or equivalent request for payment. The customer's default in payment entitles us to charge default interest in the amount of 9.2% above the base interest rate, notwithstanding any other rights to which we are entitled. If a higher damage caused by delay can be proven, we are entitled to claim this damage.

## 9. Retention of title, security of claims

- 9.1. The delivered goods remain our property (retention of title) until complete payment of all claims arising from the respective purchase contract. The customer is obliged to ensure the careful handling of the goods. Until all amounts due have been paid in full, customer hereby grants Rieder NORAM Inc. a security interest in the goods sold and Rieder NORAM Inc. shall have all rights of a secured party under the applicable State's Uniform Commercial Code provisions including, without limitation, the right to take possession of the goods without legal process and the right to require customer to assemble the goods and make them available to Rieder NORAM Inc. at a place reasonably convenient to both parties. Customer hereby appoints Rieder NORAM Inc. its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statement as may be necessary or reasonably requested by Rieder NORAM Inc. to perfect and continue Rieder NORAM Inc.'s security interest hereunder.
- 9.2. In business transactions with entrepreneurs, the retention of title extends to all claims arising from the business relationship with the customer, including ancillary claims.
- 9.3. If the customer acts in breach of contract, in particular in the event of

default in payment, we are entitled to take back the delivered goods. Unless the customer is a consumer, the taking back of the goods does not constitute a withdrawal from the contract, unless we have expressly declared this.

- 9.4. The customer is obliged to treat the delivered item with care (in accordance with "handling guidelines"); specifically, he must at his own expense take out adequate insurance against fire, water and theft.
- 9.5. The treatment or processing of the purchased item by the customer is always undertaken on our behalf. If the object of sale is processed with other objects not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount including value added tax) to the other processed objects at the time of processing.
- 9.6. If the object of sale is inseparably mixed with other objects not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount including sales tax) to the other mixed objects at the time of processing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer assigns to us proportionate co-ownership. The same applies in the case of a merging.
- 9.7. The customer is entitled and authorised to sell the object of sale in the ordinary course of business. However, he hereby assigns to us all claims in the amount of the final invoice amount (including sales tax) of our claims arising from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after treatment or processing, merging or mixing. To the same extent, the customer also assigns to us the claims (including the right to the granting of a security mortgage) which accrue to him against third parties as a result of the merging of the object of sale with a piece of land. If the customer himself is the owner of the piece of land, the assignment in advance covers the claims resulting from the sale of the land or land rights to the same extent.
- 9.8. The customer remains entitled to collect the claims assigned to us himself. In the event of default in payment on the part of the customer, however, we are entitled to revoke the collection authorisation granted to him with regard to the claims assigned to us. In this case, the customer must provide us with the necessary information that we need to assert the claims assigned to us. The assignment of the claims arising from the sale of the reserved goods to third parties is only granted to the customer if it is made for the purpose of factoring.

#### **10. Place of performance**

Place of performance for all contracts with regard to delivery and payment is the registered office of Rieder NORAM Inc. in Wisconsin.

#### **11. Choice of Law & Jurisdiction, Dispute Resolution**

- 11.1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its choice or conflict of law rules or provisions. The Parties hereby consent to the exclusive personal and subject matter jurisdiction of the Federal or state courts in Rusk County, Wisconsin, in any action or claim arising out of, under or in connection with this Agreement or the relationship between the Parties hereto. The parties waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to these jurisdictions. To the fullest extent permitted by law, each party knowingly and voluntarily waives any and all right to a trial by jury in any action or proceeding arising out of, under or in connection with this Agreement or the relationship between the Parties hereto.

- 11.2. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, that the parties are unable to resolve themselves, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, with all mediation fees, if any, being divided equally among the parties. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning.

#### **12. Data protection and confidentiality**

- 12.1. The data processing takes place in accordance with the legal data protection regulations. In particular, Rieder NORAM Inc. has taken technical and organisational precautions to protect customer data against loss, destruction, access, alteration or distribution by unauthorised third parties.
- 12.2. Personal data are data which allow the identification of the customer. This includes, for example, (company) name, address, telephone number or email address. By submitting the order, the customer acknowledges that Rieder NORAM Inc. collects, stores, processes and uses the personal data provided in the course of the order in order to properly execute the order. For this purpose, Rieder NORAM Inc. is also permitted to pass on the data necessary for order processing to the companies involved in the execution of the order and payment. The data are not passed on to other third parties. After expiry of the legal storage obligations these data will be deleted unless the customer has expressly agreed to the further use of the data.
- 12.3. Both Rieder NORAM Inc. and the customer undertake to treat confidential information which becomes known to them as a result of the business relationship as confidential vis-à-vis third parties and to impose this obligation on their employees. Any transfer of data is subject to the data protection regulations.

#### **13. Miscellaneous**

- 13.1. The language of contract, order and business is English without exception.
- 13.2. Transfers of rights and obligations of the customer from the contract concluded with Rieder NORAM Inc. require our written consent in order to be effective.
- 13.3. The language of all parts of this Agreement, shall in all cases be construed as a whole, according to its fair meaning. In the event that a court of competent jurisdiction deems any provision of this Agreement to be unreasonable, invalid, void, or unenforceable, for any reason and to any extent, such provision(s) shall be modified in such a manner so as to be valid and fully enforceable to the maximum extent permitted by law and that comes as close as possible to the declared intention of the parties. Those provisions found unreasonable, invalid, void or unenforceable shall not affect the remaining provisions of this Agreement, which shall remain valid and enforceable according to its or their terms.
- 13.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous understandings, representations, or agreements, whether written or oral. Except as expressly set forth herein, neither party makes nor shall be bound by any warranties, representations, covenants, or agreements, express or implied. This Agreement shall not be modified or amended except by a written agreement executed by an authorized representative of both parties.