



Beko US Inc.
Terms & Conditions of Sale

1. **Entirety of Terms.** These Terms and Conditions of Sale and the related Order Confirmation (collectively, the "Terms") are the only terms and conditions which govern the sale of Products ("Products") by Beko US Inc. ("Beko") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. If Beko's Order Confirmation constitutes an acceptance of an offer, such acceptance is expressly conditioned on Buyer's assent to the terms of such proposal, including, without limitation, these Terms and Conditions. The earlier of Buyer's payment for or receipt of any of the Products shall constitute acceptance of these Terms.
2. **Price.** Unless otherwise agreed in the Terms, the price for the Products shall be Beko's price in effect at the time of shipping. Up to the date of shipping and unless otherwise agreed in the Terms, any price quotes are given in US dollars and subject to change without notice. Prices exclude all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) on the Products or manufacture/sale of such Products. If Beko pays any such taxes or charges, Buyer shall, upon demand, immediately reimburse Beko for such amounts.
3. **Payment Terms.** Unless otherwise agreed in the Terms, all payments are due within 30 days from date of invoice, and time is of the essence for payment. Buyer shall have no right to deductions, withholdings or set-off of any kind without the prior written consent of Beko. Late payments will bear interest beginning on its original due date at one percent (1%) per month or the highest commercial contract interest rate the law allows, whichever is less. Buyer shall be liable for all costs and expenses related to Beko's collection of past due amounts, including, without limitation, attorneys' fees and costs. If, in Beko's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Beko may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.
4. **Delivery; Title; Risk of Loss.** Unless specifically agreed otherwise in these Terms, the delivery term shall be FOB Beko's warehouse. While expected dates of delivery of Products are given in good faith, the same are not of the essence of or in any way terms of these Terms or representations of fact. All shipping dates given are approximate, and while effort is made to maintain schedules, Beko shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier.

Title to the Products shall transfer to Buyer upon the delivery of the Products per the delivery term. Risk in the Products shall transfer to Buyer upon delivery of the Products per the agreed delivery terms.
5. **Changes; Cancellation.** Buyer may not change or cancel any order made under these Terms, including but not limited to delivery dates, amounts, prices, designs or specifications, unless accepted in writing and, if necessary, Buyer agrees to any price adjustment required by Beko. Beko reserves the right to cancel any orders or releases thereunder, or terminate any agreement relating to purchase of its Products, upon ten (10) days' notice to Buyer.



6. Inspection; Acceptance. Buyer shall inspect Products within five (5) business days after delivery of Products and notify Beko in writing of any defects or any failure of the Products to conform to the requirements of the Terms. All claims by Buyer against Beko for nonconforming Products and claims for shortages in a shipment or damaged Products (other than claims to be made against the carrier) must be made in writing to Beko within five (5) business days after receipt of shipment or Buyer shall be deemed to have accepted such Products and any claims for nonconforming Products shall be waived.
7. Service of Products. Buyer shall only use Beko-preapproved authorized service centers or, when approved in advance and in writing by Beko and if Buyer is reseller, Buyer will arrange for or service customers itself to provide delivery, installation, warranty and repair services to customers who purchased Products from the Buyer.
8. Limited Warranties, Remedies. Beko provides a written warranty with each Product ("Product Warranty"). THE FOREGOING PRODUCT WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTIES, AND BEKO EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS SUPPLIED.

Beko shall be under no liability for breach of the Product Warranty to the extent any damage or nonconformity is caused by: (i) improper installation, use, maintenance and/or service; (ii) modification or alteration by other than Beko; or (iii) unauthorized service or equipment, component, materials or parts supplied by or on behalf of Buyer or party other than Beko.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, BEKO SHALL NOT BE LIABLE TO BUYER OR ITS AFFILIATES FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BEKO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL BEKO BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY BEKO FOR THE PRODUCTS WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.

10. Insurance. Buyer will, at its own cost, maintain the following insurance: commercial general liability insurance covering Buyer's performance with combined single limits of at least \$2,000,000 per occurrence and in the aggregate; worker's compensation coverage as and in amounts required by applicable law, and automobile liability coverage with a combined single limit of \$1,000,000 from carriers that have AM Best ratings of at least A-VII (or the equivalent). Buyer will ensure Beko is named as an additional insured and, where permitted by law, that Buyer's carrier waives rights of subrogation against Beko. Buyer will provide evidence of coverage through Certificates of Insurance upon request.
11. Indemnification. To the fullest extent permitted by law, Buyer indemnifies, defends and holds Beko, its affiliates, and their respective, officers, directors, employees, customers, distributors, resellers, agents and representatives ("Indemnified Parties") harmless from any and all losses, damages, fines, penalties, claims, demands, lawsuits, settlements, and expenses (including reasonable legal fees and costs of enforcing indemnification hereunder) ("Losses") arising from or related to: (a) Buyer's use, misuse or disposal of Products or materials; (b) Buyer's non-compliance with any applicable law or

regulations in connection with the Products or the Terms; (c) Buyer's breach of these Terms; (d) any actual or alleged negligent act or omission, or willful misconduct by Buyer related to the Products or these Terms; and (e) Products subjected to: (i) improper installation or storage; (ii) abuse or misuse; (iii) abnormal operating conditions or applications or operating conditions or applications above the rated capacity of the Products; (iv) modifications made to all or part of the Products without the prior written consent of Beko; or (v) a use other than or varying in any degree from the specifications and Beko's instructions. In no event shall Buyer be required to indemnify Beko for any Losses caused solely by the negligence of Beko.

12. Infringement. Beko shall defend and indemnify Buyer from loss, claim, cost, expense or damage (including payment of reasonable attorneys' fees) suffered or incurred by Buyer and arising from any claim that the Products infringe on a third party's United States patent, but only to the extent caused by the Products and provided that Beko is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Beko shall have no obligation to defend or indemnify Buyer if the claim is based on or is caused by any specification, material, information or instruction provided by or on behalf of Buyer; by Buyer's combination of the Products with materials not supplied by Beko; by Buyer's use of the Products other than as instructed by Beko or contemplated by these Terms; or by modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement. In the event Beko reasonably deems any Products to infringe any such patent, Beko may, in its sole discretion, either license Buyer to use the infringing content, modify the Products so as not to infringe, or replace the Products with non-infringing Products.
13. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Beko and all rights therein (collectively, "IP") are and will remain the property of Beko. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Beko upon written request from Beko. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Products purchased from Beko.
14. Confidentiality. All non-public or proprietary information of Beko, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Beko in writing.
15. Force Majeure. Beko shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including but not limited to, transportation shortages; inadequate or material increase in the cost of supply of equipment, merchandise, supplies, labor, material or energy; compliance with any law, ruling, order or regulation of any government or agency thereof; acts of nature; fires; strikes; epidemics; embargoes; war (whether declared or undeclared); or riot. Any delay resulting from such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. If there is Force Majeure event or any scarcity of Products, Beko will allocate its available supply in its sole discretion.
16. Termination. Without prejudice to its other rights and remedies, Beko may terminate these Terms or suspend its performance thereunder, in whole or in part, without liability, if (i) Buyer fails to take delivery of or to pay for the Products as required herein; (ii) Buyer breaches these Terms; (iii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iv) Buyer is insolvent or executes an assignment for the benefit or creditors; (v) a receiver is appointed for Buyer or any substantial part of its assets; or (vi)



Beko is insecure with respect to Buyer's ability to perform and Buyer is unable to provide Beko with adequate assurance of its ability to perform within five days after Beko's request therefore. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

17. Choice of Law, Venue. The Terms and all disputes arising out of or relating in any way to performance under the Terms will be governed by the laws of Illinois, excluding always the United Nations Convention of Contracts for the International Sale of Products and any choice of law rules that direct the application of the law of any other jurisdiction. Either party may bring suit in the courts (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute that are located in Chicago, Illinois. Each party consents and agrees to the jurisdiction and venue of such courts and agrees that all disputes arising out of or relating in any way to performance under the Terms shall be resolved exclusively in such courts and those courts having appellate level review over the decisions and rulings of such courts.
18. Miscellaneous. All waivers by Beko shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Beko hereunder shall impair such right, power, or remedy or be a waiver of any default or acquiescence therein. Buyer may not assign any of the amounts due or to become due and may not assign or subcontract any of the work to be performed under the Terms without the prior written consent of Beko. In case any one or more provisions contained in the Terms shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The section headings contained herein are not part of the Terms and are included solely for the convenience of the parties. If any term or provision of the Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Terms. Nothing in the Terms and no action taken by the parties under the will constitute a partnership, joint venture or agency relationship between the parties.