



GENERAL TERMS AND CONDITIONS OF SALE

1. General Provisions

- 1.1. The following General Terms and Conditions ("GTC") shall apply to any and all sales of products (the "Products") by FORM-ON USA CORP. or any of its affiliates (hereinafter referred to as "FORM-ON" or "Seller") to Customer (as defined below), including, without limitation, sale of used machinery and used products, including, but not limited to, formwork and system components ("Used Products") as well as to package sales of new products and new formwork components. These GTC form an integral part of any and all contracts entered into by Seller and Customer on such sales. In case of conflicts between the terms set forth in these GTC and the specific provisions of a sales contract or master agreement, the terms of the sales contract or master agreement, as applicable, shall prevail. "Customer" shall mean the person named on the face of Seller's quotation, order acknowledgment, or invoice, or in the sales contract or master agreement with Seller.
- 1.2. By accepting an offer from Seller to sell Products to Customer or by submitting an offer to purchase Products from Seller, Customer expressly agrees to the unrestricted applicability of these GTC and waives the right to apply its own general terms and conditions of purchase. The provisions set forth herein together with the provisions of Seller's quotation, order acknowledgement, and the sales or master contract between Seller and Customer, if any, constitute all of the terms and conditions of Customer's order with Seller (such documents, collectively, the "Agreement"). Seller's acceptance of Customer's order is expressly made conditional on Customer's assent to these GTC. Any and all terms, conditions or provisions specified by Customer in Customer's request for quotation, purchase order or otherwise (whether oral, typed, written or printed) that in any way change, modify, amplify, differ from or add to the Agreement, are null and void and of no effect, even if Seller does not expressly object to such terms, conditions or provisions or if such terms, conditions or provisions are specified subsequent to these GTC. Customer is hereby put on notice that no terms additional to or different from these GTC shall become part of the Agreement unless and until written acceptance of such additional or different terms, signed by an authorized officer of Seller, has been issued to Customer. Commencement of performance or shipment by Seller shall not be construed as acceptance of any of Customer's terms and conditions which are different from or in addition to those contained in the GTC. Customer's acceptance of any Products supplied by, or on behalf of, Seller shall, without limitation, constitute acceptance of these GTC and the terms of the Agreement.

- 1.3. Products can be purchased by Customer either via the www.form-on.com platform in the form of a sale or an auction or conventionally without using the www.form-on.com platform.
- 1.4. The use of the www.form-on.com platform is free of charge, except for the usual costs for internet use.
- 1.5. Unless expressly agreed otherwise on a case by case basis, notices and other communication shall be deemed legally valid if sent by e-mail. In order to take effect, any and all changes, amendments or deviations must be made in writing; this shall also apply to agreements on waiving this requirement of written form.
- 1.6. Statements made by employees of Seller or any other persons acting on Seller's behalf shall require an express written confirmation by Seller in order to become effective.
- 1.7. Customer hereby expressly consents to its data being used exclusively by FORM-ON and/or affiliated group companies for advertisement of similar products or services of FORM-ON. This consent may be withdrawn at any time. Data will not be passed on to third parties.

2. Intellectual property rights

The elements contained on the FORM-ON website such as texts, images, photos and graphics are protected by copyright and intellectual property right regulations. These elements may not be reproduced or otherwise edited or utilized. Any copyrights, trademarks, patents, trade secrets, drawings, designs and all other intellectual property rights of Seller embodied in, displayed on, or otherwise provided in connection with, the Products, shall remain the sole property of Seller. Without Seller's express prior written permission, no reproduction, use or communication to third parties of any such intellectual property are permitted.

3. Data protection

The Privacy Policy available under www.form-on.com/en/content/10-privacy-policy shall apply.

4. Identification of the user or purchaser

Upon initial registration, each user of the platform has to provide the following information: name/company name, state of formation or incorporation, billing address, shipping address, telephone number, e-mail address and shall immediately inform FORM-ON of any changes to such information. After initial registration, each user is assigned a user name and password, which it is to use for accessing the platform.

5. Offers





GENERAL TERMS AND CONDITIONS OF SALE

5.1. Products are offered on the www.form-on.com platform as follows:

5.1.1. Products in stock are offered individually or as a preassembled package. Additional information (on additional costs, etc.) is provided, if applicable. Offers posted on the platform include a photo(s) and/or description.

5.1.2. For Products not in stock or Products to be procured and packaged by Seller based on a specific Customer request, individual offers are made upon online request. Such offers state the quantity available, exact location, relevant delivery dates and costs of delivery and other conditions. Such offer can be accepted by Customer by the deadline stated in the relevant offer.

5.1.3. To the extent expressly advertised on the platform, Products can also be purchased in the form of auctions. Customer is the party that placed the highest bid before the stated deadline. If no bid has been placed yet, all Products may be purchased by paying the buy-it-now price, if such a price has been stated. Additional terms and conditions may apply to such auction purchases.

5.2. Seller's confirmation of receipt of a Customer's request for quotation with respect to certain Products shall not be deemed an offer or an acceptance of an offer.

5.3. Offers made by Seller are not binding unless the offer expressly states that it is binding. Seller strives to keep the information on the platform as up-to-date as possible, however, Seller does not guaranty availability or price for particular Products offered on the platform as they may vary due to sales transactions occurred in the interim.

6. Invoicing

6.1. Upon acceptance of an offer or a bid, Seller shall send a pro forma invoice to Customer. Seller will prepare the Products for collection by Customer after having received the invoiced amount.

6.2. Unless otherwise set forth in the Agreement, the Products shall be sold to Customer "Ex Works" pursuant to Incoterms 2010.

7. Prices

All prices stated are net prices, excluding any sales, use or similar taxes or any import or export duties, and are quoted "Ex Works" pursuant to Incoterms 2010.

8. Cash before delivery and payment

8.1. Customer shall wire the purchase price to the account stated in the pro forma invoice within the

time period stated in the Agreement or, if no time period is stated, within 14 days of the date of Seller's pro-forma invoice. A final invoice is issued only after Seller has received the entire amount owed to it, including all taxes, charges and possible costs of delivery and other service charges.

8.2. Any and all costs arising from the wire transfer of the purchase price shall be borne by Customer.

9. Pick-up by Customer, delivery, risk of loss; Force Majeure

9.1. Seller shall notify Customer in writing when Products are ready for pick-up. Unless otherwise set forth in the Agreement, Customer shall pick up the Products from the storage location identified in the Agreement on the date or within the time period set forth in Seller's notification. The Products will be handed over to Customer (or its representative) only after the purchase price and all related costs have been paid in full. The risk of loss and damage to the Products shall pass on to Customer once Seller places the Products at the disposal of Customer (or its representative) at the stated storage location on the date or within the time period set forth in Seller's notification.

9.2. If the Agreement provides that Seller shall ship the Products to Customer, the following shall apply: Delivery shall be made within a reasonable period of time or at such time as agreed by the parties at the location indicated by Customer. Any costs arising from the delivery shall be invoiced separately. Notwithstanding the foregoing, the first possible delivery date shall be the day following the day on which the entire purchase price, including cost of delivery, is credited to Seller's account stated in the pro forma invoice. Any delivery terms and delivery dates shall be estimates. Absent a Force Majeure event (as such term is defined below), if the delivery date is exceeded by more than two (2) weeks, Customer shall be entitled to terminate the Agreement if (i) it provides Seller with written notice of the failure to deliver the Products on time and (ii) Seller fails to cure such delivery within two (2) weeks after receipt of such notice. Title to any Products sold and risk of loss of such Products passes to Customer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Customer directly to carrier. Seller shall not be responsible for insuring shipments unless specifically requested by Customer and any insurance so requested shall be at Customer's sole expense.

9.3. For purposes of the Agreement, "Force Majeure" shall mean an event beyond a party's control and without such party's fault or negligence, including, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrest,





GENERAL TERMS AND CONDITIONS OF SALE

embargoes, accidents, acts of civil or military authorities, delays in transportation or shortage of materials, fuel or labor.

- 9.4. Force Majeure events and other unpredicted obstacles that affect Seller and/or its suppliers and prevent Seller to deliver Products when due, shall entitle Seller to reasonably extend the delivery term or postpone the delivery date. No failure or omission by Seller of any of its obligations under the Agreement due to a Force Majeure event shall be deemed a breach of this Agreement or create any liability of Seller.
- 9.5. If Customer refuses to accept the delivered Products, Customer must ensure that the Products are properly unloaded, stored and held at Seller's disposal.
- 9.6. Seller shall have the right to make partial deliveries and to be paid, pro rata, for the Products so delivered notwithstanding the fact that any partial delivery is made in advance of a schedule.

10. Credit terms; security interest; collection costs

- 10.1. All orders and shipments shall at all times be subject to the approval of Seller's credit department. If, subsequent to the confirmation of an order, circumstances arise with respect to the financial condition of Customer which in the opinion of Seller threatens Customer's ability to make payments when due hereunder, or should Customer fail to make payments when due or otherwise fail to perform its outstanding obligations, then Seller may refuse to perform further hereunder unless Customer makes payment in full or provides sufficient security in a form acceptable to Seller within a period of ten (10) days from receipt of notice thereof by Seller. Should Customer fail to comply with Seller's request contained in such notice within the aforementioned period, then Seller may terminate the Agreement, defer or cancel the order and/or recover damages based on Customer's breach and, in such event, Seller shall not be liable for breach or nonperformance of the Agreement in whole or in part. Seller's failure to exercise any right accruing from any default of Customer shall not constitute a waiver of Seller's rights and shall not impair Seller's rights with respect to a particular default or in case of any subsequent default of Customer.
- 10.2. To secure prompt payment of the purchase price for the Products, Customer hereby grants to Seller and its affiliates, successors and assigns a purchase money security interest and/or general security interest in the Products and all proceeds thereof (together, the "Collateral"). Upon any default by Customer, Seller and its affiliates, successors and assigns shall have all rights, remedies and privileges in and to the Collateral as provided by the applicable

sections of the Uniform Commercial Code as presently in effect and as amended from time to time. Seller and its affiliates, successors and assigns are hereby given a power of attorney to sign, if required, and file all necessary financing statements on behalf of Customer with respect to the Collateral. Seller and its affiliates, successors and assigns may authorize any third party to do such acts on their behalf as they are authorized to do under this provision.

- 10.3. If, at any time, Seller or its affiliates, successors or assigns incur any legal expenses or other costs or expenses in connection with (i) any litigation, contest, suit, dispute, proceeding or action in any way relating to the Collateral, (ii) any attempt to enforce any of their rights against Customer or any other person which may be obligated to them hereunder, or (iii) any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate or dispose of the Collateral, then, in any such event, the expenses and costs (including attorney's fees) relating to any of the foregoing events or actions shall be payable by Customer on demand and shall be considered additional obligations hereunder secured by the Collateral. Seller reserves the right to revoke any credit extended to Customer at any time because of Customer's failure to pay for any Products when due or for any reason deemed good and sufficient by Seller.

11. Confidentiality

All files records, documents, drawings, specifications, data, equipment, intellectual property, and other similar items relating to the business of Seller, including, but not limited to customer lists and contacts, marketing methods, identity of vendors and suppliers, cost of materials, manufacturing processes and techniques, computer data, scientific studies, analysis, and conclusions, performance and other technical data, and sales and pricing information, (collectively "Confidential Information"), is, and shall remain, the sole and exclusive property of Seller. Customer shall not misappropriate, disclose, divulge, communicate, or otherwise misuse, directly or indirectly, any Confidential Information in any fashion, form or manner to any person, firm, partnership, corporation, or other entity, unless expressly authorized by Seller in writing.

12. Default

- 12.1. If Customer defaults on collecting the Products or paying the purchase price, the Seller shall be entitled to terminate the Agreement if (i) it provides Customer with written notice of the failure to pick up the Products or pay the purchase price on time and (ii) Customer fails to cure such failure within two (2) weeks (or such longer cure period as set forth in the notice) after receipt of such notice.



12.2. For each calendar month, or fraction thereof, that Customer is in default with the payment of the purchase price, Customer agrees to pay a delinquency charge of one and one half percent (1.50%) per month on the outstanding amounts or, if such rate shall exceed the maximum rate permitted by applicable law, then a delinquency charge calculated at such maximum rate permitted by applicable law. Interest shall be payable monthly in arrears on the first day of each month. Moreover, Customer shall indemnify Seller from any and all costs and expenses (including reasonable attorneys' fees) arising out of or in connection with collecting the receivables. The foregoing shall not limit any of Seller's further rights to damages.

13. Termination

Except as otherwise provided herein or in the Agreement, orders for Products cannot be terminated, cancelled or modified, or shipment deferred after acceptance of an order, except with Seller's written consent and subject to reasonable charges for expenses incurred and work executed by Seller or its suppliers.

14. Return of the Products

Upon termination of the Agreement, Products already collected by Customer or delivered by Seller shall be returned to Seller within 14 days of the effective date of termination. To the extent that Customer fails to comply with this obligation, Seller shall be entitled to collect the Products at Customer's expense and risk.

Delivered Products that are not defective require prior written approval from Seller before such Products will be accepted for return. Handling, inspection, restocking and invoicing charges will be assessed, if applicable, plus any outgoing packing and freight expenditures paid by Seller. All returns allowed must be shipped to Seller prepaid and fully insured and must be in excellent resale condition. Used Products are not returnable.

15. Warranty, Product Acceptance; Liability

15.1. Subject to the limitations and restrictions set forth herein, Seller warrants to Customer that, all new Products sold by Seller shall, at the time the Products are made available for pick-up or, if the Agreement provides that Seller shall ship the Products to Customer, upon delivery of the Products to carrier, be free from defects in material and workmanship and conform to the specifications set forth in Agreement. The foregoing warranty shall expire six (6) months from the date of pick-up or the date of delivery of the Products to carrier, as applicable.

15.2. Upon Customer's receipt of the Products, Buyer shall immediately inspect the Products. Unless

Customer provides Seller with a detailed written notice of any claim of shortages of or defects in the Products within eight (8) days after receipt of the Products, such Products shall be deemed finally inspected, checked and accepted by Customer. Any claims for defects or shortages shall be made within the warranty period set forth in Section 15.1 above. Any notice or claim of defects or shortages does not discharge Customer from its payment obligation. As a prerequisite for Seller's warranty obligation pursuant to this Section 15, Customer shall have complied with all of its obligations under the Agreement, including, without limitation, its payment obligations.

15.3. THE LIMITED WARRANTY SET FORTH IN SECTION 15.1 IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND APPLIES ONLY TO NEW PRODUCTS SOLD BY SELLER (THE "WARRANTIED GOODS"). EXCEPT AS OTHERWISE PROVIDED IN SUCH WARRANTY, THE WARRANTIED GOODS AND ALL OTHER PRODUCTS SOLD BY SELLER (INCLUDING WITHOUT LIMITATION ANY USED PRODUCTS) ARE SOLD "AS IS, WITH ALL FAULTS." ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION OR QUALITY NOT EXPRESSLY SET FORTH HEREIN, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY APPLICABLE LAW OR, IF NO SUCH PERIOD IS PROVIDED, TO THE EXPRESS LIMITED WARRANTY PERIOD SET FORTH IN SECTION 15.1, IF APPLICABLE. NO AFFIRMATION OF SELLER, OR SELLER'S REPRESENTATIVES, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION 15, SHALL CONSTITUTE A WARRANTY. SELLER MAKES NO GUARANTEE OF THE RESULTS TO BE OBTAINED FROM THE USE OF THE PRODUCTS.

15.4. THE LIMITED WARRANTY SET FORTH IN SECTION 15.1 ABOVE DOES NOT COVER NORMAL WEAR AND TEAR AND IS NON-TRANSFERABLE. IN ADDITION, THE LIMITED WARRANTY SET FORTH IN SECTION 15.1 DOES NOT APPLY TO ANY WARRANTIED GOOD WHICH HAS BEEN SUBJECTED TO (A) ACCIDENT, ABUSE, MISUSE, MISHANDLING, NEGLIGENCE, MISAPPLICATION OR IMPROPER MAINTENANCE; (B) A FAILURE CAUSED BY ANY ITEM WHICH SELLER DID NOT PROVIDE OR FOR WHICH SELLER IS NOT RESPONSIBLE; (C) IMPROPER INSTALLATION OR USE; (D) INCORRECT STORAGE, OR (E) ANY





GENERAL TERMS AND CONDITIONS OF SALE

UNAUTHORIZED REPAIR, MODIFICATION OR ALTERATION, INCLUDING, WITHOUT LIMITATION, USE OF UNAUTHORIZED PARTS OR ATTACHMENTS.

15.5. SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR THE WARRANTIED GOODS, DURING THE WARRANTY PERIOD, SHALL BE LIMITED TO REPAIRING OR REPLACING SUCH WARRANTIED GOODS FOUND BY SELLER TO BE DEFECTIVE WITH NEW OR RECONDITIONED GOODS AT SELLER'S DISCRETION, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR TO GIVING AN ALLOWANCE THEREOF, PROVIDED, HOWEVER, THAT THE COST OF SUCH REPAIRED OR REPLACED GOODS SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER. THE PARTIES HERETO EXPRESSLY AGREE THAT CUSTOMER'S AND THE ORIGINAL RETAIL PURCHASER'S (IF APPLICABLE), SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE WARRANTIED GOODS OR, WITH SELLER'S CONSENT, THE REFUND OF THE PURCHASE PRICE OR ALLOWANCE THEREOF. CUSTOMER, ON BEHALF OF ITSELF AND ITS RETAIL PURCHASERS (IF APPLICABLE), HEREBY AGREES THAT THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS SELLER IS WILLING AND ABLE TO REPAIR OR REPLACE THE DEFECTIVE WARRANTIED GOODS IN THE PRESCRIBED MANNER OR REFUND THE PURCHASE PRICE OR GIVE CUSTOMER OR ITS ORIGINAL RETAIL PURCHASER (IF APPLICABLE), AN ALLOWANCE THEREFOR.

15.6. IN NO CASE WILL SELLER BE LIABLE FOR REMOVAL OR INSTALLATION COSTS, DOWNTIME, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DAMAGE TO OTHER PROPERTY, LOSS OF BUSINESS OR PROFITS, LOSS OF PRODUCTION, LOSS OF USE OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH CUSTOMER OR ANY RETAIL PURCHASER, OR ANY OTHER PERSON MAY SUFFER OR CLAIM TO SUFFER OR INCUR OR CLAIM TO INCUR AS A RESULT OF ANY DEFECT IN THE WARRANTIED GOODS OR ANY OTHER PRODUCTS SOLD BY SELLER OR IN ANY CORRECTION OR ALTERATION THEREOF MADE OR FURNISHED BY SELLER OR OTHERS.

15.7. With respect to any Used Products sold by Seller, images of such Used Products in any form whatsoever shall not be deemed a description or warranty of their condition.

15.8. With respect to any Products sold but not manufactured by Seller, Customer shall be responsible to obtain all Product specific information from the respective manufacturer. Seller does not warrant that the information provided with such Products is complete and/or correct.

15.9. In the event of a resale, Customer shall provide all necessary information (including any necessary Product specific documentation) as well as sufficient instructions to its retail purchasers so that Products can be used properly and in accordance with industry practice and applicable laws, rules and regulations.

15.10. Customer shall sell the purchased Products to its retail purchasers subject to the same warranty and liability restrictions as set forth herein. The sales contract between Customer and its customer shall provide that the restrictions shall apply to all of customer's claims (whether based on breach of contract or warranty, negligence, strict liability or otherwise) against Customer and Seller. Seller shall be a third-party beneficiary of such contracts.

15.11. FORM-ON does not warrant uninterrupted availability of the www.form-on.com platform.

15.12. In general, upon Customer's reasonable request, Customer may inspect the Products on site once the parties mutually agreed on a date for such inspection.

16. Indemnification

Customer shall hold harmless, defend, save, and indemnify Seller, its parent, subsidiaries, and affiliated companies, and its and their agents, employees, officers, directors, successor and assigns from and against any and all liability, claims, demands, whether groundless, false or fraudulent, costs (including expert and attorney's fees), damages, losses, judgments or awards, arising out of or in any way connected with (i) any breach of Customer's obligation under the Agreement, or (ii) any other act or omission of Customer. The duty to defend as provided herein is separate and distinct from the duty to indemnify, and shall arise immediately upon the tender of any third party claim or demand, and shall continue until it is conclusively proven that there is no possibility for indemnity.

17. No Offset

Customer shall not be entitled to offset any amounts due and owing by it to Seller against any amount due and owing by Seller to Customer, unless and until Customer shall have obtained a final, non-





GENERAL TERMS AND CONDITIONS OF SALE

appealable judgment of a court of competent jurisdiction against Seller, and then only in an amount up to the amount of such judgment.

18. Export Control; FCPA Compliance

- 18.1. Customer agrees and covenants to comply with all export control laws of the United States of America. If, at any time, Customer knows or has reason to believe that the covenant set forth in the preceding sentence has not been, may not have been, or may not be, complied with by any party (a "Non-Compliance Event"), Customer shall have an affirmative obligation to give actual notice thereof to Seller immediately and without delay. Customer agrees and covenants further that Seller may, in its sole discretion, terminate any and all of its obligations under the Agreement because of any Non-Compliance Event (regardless of whether Customer has given notice as required by this Section), and that Seller shall not be subject to any liability as a result of, or in connection with, any such termination.
- 18.2. Customer agrees to comply in all respects with the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which makes it unlawful for any U.S. company or any officer, director, employee, agent or stockholder thereof acting on behalf of such U.S. company to directly or indirectly offer to pay any bribe, gift or thing of value to any foreign official, candidate for foreign office, foreign political party or party official to influence any act or decision of such persons or entities in their official capacity. Seller's "good faith" belief that Customer has failed to comply in all respects with the requirements of this Section and the provisions of the FCPA shall constitute a material breach of the Agreement entitling Seller to immediately suspend or terminate same.

19. Severability

If any provision of the Agreement is unenforceable or invalid, the Agreement shall be interpreted and enforced to the greatest extent possible, as if the unenforceable provision or portion had never been a part hereof.

20. Assignment; Waiver

- 20.1. The Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Customer and Seller, provided, however, that Customer may not assign or transfer the Agreement, in whole or in part, except upon the prior written consent of Seller.
- 20.2. Forbearance or failure of Seller to enforce any of the terms and conditions stated herein or in the Agreement, shall not be deemed a waiver of Seller's rights in case of any subsequent breach or default of Customer.

21. Applicable law, place of jurisdiction

- 21.1. Unless otherwise specified in the Agreement, the Agreement, including these GTC, shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts-of-laws rules or principles. The provisions of the United Nations Convention on the International Sale of Goods shall not be applicable.
- 21.2. All actions or proceedings arising directly or indirectly from the Agreement or related thereto shall be litigated exclusively in the state and federal courts of Miami-Dade County in the State of Florida. The parties hereby consent to the jurisdiction and venue of such courts.

March, 2018

