



## GENERAL TERMS - STINGER USA

'Stinger USA' is a trade name of 'DeWild Works LLC', registered in the state of Florida, USA.

### 1. General

- a) These General Terms ('Terms') apply to all offers, quotations, consumer sales, dealer sales, distributor sales, and online sales of Stinger USA ('Stinger') to, as well as distributor contracts, sales contracts and joint ventures of Stinger with, any and all consumers, end-users, individuals, businesses, dealers, installers, wholesalers, and distributors (hereinafter collectively called 'Buyer') concerning the sale, and/or delivery, and/or handing over, of Stinger products and related services (hereinafter collectively called 'Stinger Product') and Stinger's ad hoc or continual business relations with Buyer. These Terms also apply to agreements other than sales contracts, insofar as these agreements are not governed by other special conditions.
- b) All stipulations in these Terms apply to the relationship between Stinger and Buyer, as well as companies or other kinds of organizations that are at Buyer's arm's length, and/or have the same directing minds as Buyer.
- c) References made by Buyer to other Terms shall not result in their applicability. Stinger expressly declines the applicability of Terms imposed by Buyer. Buyer hereby expressly agrees with this stipulation at the time of ordering Stinger Product.
- d) In the event of a continued relationship between Stinger and Buyer, these Terms need not be declared applicable again.
- e) Agreements between Stinger and Buyer shall only be valid if written in the English language.
- f) Stipulations deviating from these Terms shall only apply if agreed on in writing by a Stinger board member and Buyer's representative.
- g) These Terms shall survive termination, expiration or cancellation of any agreement between Stinger and Buyer.
- h) Parties agree that it is solely Buyer's, *not* Stinger's, responsibility to ensure that Buyer abides by the laws and regulations in which Buyer takes possession of, uses, sells, resells, distributes, deals in any way with, Stinger Product, including but not limited to patent and trademark laws and regulations.

### 2. Offers

- a) All offers made by Stinger are free of obligation and valid for a period of seven (7) days, unless agreed otherwise in writing.
- b) Agreements between Stinger and Buyer are effected by means of a written order confirmation by Stinger, and/or Stinger announcing execution of activities in writing. Undertakings made by Stinger representatives are solely binding on the part of Stinger if confirmed in writing by Stinger.
- c) Stinger is entitled to amend its prices up to the moment of invoicing.

### 3. Payment, Title, and Delivery

- a) Unless agreed otherwise in writing, payment for Stinger Product must be made prior to delivery.

- b) Buyer agrees that any non-payment by Buyer for Stinger Product delivered by Stinger *does* constitute a valid reason for Stinger for not delivering further Stinger Product, even if these Stinger Product have been previously submitted by Buyer as per a Purchase Order. Stinger is entitled to charge interest on overdue invoices, for product sent to Buyer without pre-payment, at a rate of one (1) percent of the invoice amount per month. This right does not exclude or replace Stinger's right to claim compensation for breach of contract or to claim specific performance or to suspend performance of its contractual obligations. Payments may not be withheld or set off for any reason without Stinger's prior written consent. Stinger may set off sums owed to Buyer against sums owed by Stinger.
- c) Buyer expressly acknowledges and agrees that an agreed delivery date is never a firm date, unless expressly agreed otherwise in writing by Stinger. In the event of an overdue delivery, Buyer must issue Stinger with a written notice of default, observing a reasonable delivery term of at least sixty (60) working days following the notice of default. At no time is Buyer entitled to claim damages in the event of Stinger exceeding the delivery period.
- d) Although the technical specifications and all Stinger communications, including catalogues, brochures, folders, adverts, websites, letters and e-mails have been drawn up by Stinger to the best of its knowledge and ability, they are nevertheless estimates and approximations of reality. Buyer shall only be entitled to dissolve these Terms in the event of significant deviations affecting the operation of the products in which case neither party is entitled to compensation.
- e) Stinger is entitled to refuse to accept orders placed by Buyer or, if already accepted, reject delivery if i) acceptance and/or implementation is in direct conflict with (new) laws and regulations, ii) Buyer has failed to meet his obligations towards Stinger pursuant to an agreement with Stinger and/or these Terms, and/or iii) Buyer has acted wrongfully against Stinger.
- f) In the event of invoiced payments, Stinger is entitled at all times to demand that Buyer provides sufficient security, irrespective of whether a payment term has been agreed. Should Buyer fail to provide sufficient security, Stinger is entitled to suspend deliveries pursuant to any agreement.
- g) Should Buyer fail to meet in full or in a timely fashion his obligations regarding deliveries under an agreement concluded between Stinger and Buyer, Stinger shall be entitled to defer fulfillment of that agreement(s) and/or to dissolve that agreement without giving a notice of default or judicial intervention in full or in part with immediate effect. In this case, Stinger is not obliged to compensate Buyer, notwithstanding Stinger's right to damages. In the event of above-mentioned dissolution, the debt(s) owed to Stinger relating to these deliveries are immediately payable on demand. Stinger is additionally entitled in such an event to defer deliveries pursuant to other agreements, irrespective of whether Buyer has satisfied his obligations under the relevant agreement.
- h) Should Buyer fail to meet in full or in a timely fashion his payment obligations, Buyer will be charged interest on the outstanding amounts from the due date equal to the 12 month 'interbank interest rate' plus 5 percentage points, on an annual basis. Buyer will furthermore be charged all judicial and extra-judicial costs, including costs incurred by Stinger for legal assistance and legal advice. Extra-judicial costs amount to 15% of the owed sum without prejudicing Stinger's right to additional debt collection charges and without prejudicing Stinger's other claims to reimbursement of costs and damage.

#### **4. Transport**

- a) Unless expressly agreed otherwise in writing, Buyer will bear all transportation costs.
- b) Unless expressly agreed otherwise in writing, all transports of Stinger Product from Stinger to Buyer are to be insured by Buyer.
- c) Unless expressly agreed otherwise in writing, all risks for loss and damage to Stinger Product purchased by Buyer, pass to Buyer at the time of transportation.

## 5. Liability

- a) Buyer declares not to hold Stinger liable for damage incurred by Buyer or a third party, caused during the delivery or use of Stinger Product.
- b) Buyer declares that Buyer shall not hold Stinger liable for any form of direct or indirect ensuing and/or consequential or economic damage such as, but not limited to, loss of profits, loss of reputation, loss of goodwill, and loss of data.
- c) Except if Buyer is the end-user, or consumer, of the Stinger Product, if Buyer resells and/or redelivers Stinger Product, Buyer is obliged to take out appropriate insurance to cover all risks arising from resale or delivery.
- d) As soon as Buyer puts a Stinger Product into use, Buyer automatically and expressly agrees with the 'User Agreement' included with the Stinger Product or found at [us.stinger.com/the-small-print/](https://us.stinger.com/the-small-print/) or such other website as is licensed by Stinger. Furthermore, if Buyer resells or redistributes Stinger Product, Buyer shall require that all resellers and end-users adopt and approve the Stinger User Agreement.
- e) Buyer hereby declares that Buyer is aware of the fact that Stinger neither implicitly nor explicitly encourages and/or enables any breach to the currently applicable law and regulations. Buyer expressly agrees that it is the responsibility of Buyer and its customers at all times to remain informed of all currently applicable laws and regulations, and that it is solely the responsibility and obligation of Buyer and his customers to comply with these laws and regulations. Buyer expressly agrees that Buyer shall not hold Stinger liable or responsible for the unauthorized, unlawful and/or illegal use of Stinger Product, nor for any other violation of the currently applicable laws and regulations committed by Buyer.
- f) Buyer expressly agrees that Buyer shall not hold Stinger liable or responsible for any personal injury, injury or damage of a third party, directly or indirectly. Neither shall Buyer hold Stinger liable, directly or indirectly, for damage as a result of loss of turnover, loss of data or interference to business operations, or for any other commercial and/or tax loss or any other commercial and/or tax loss as a result of, or related to, the use of, or inability to put into use, the Stinger Product, irrespective of cause, and irrespective of the grounds for liability (non-compliance, unlawful act or otherwise), even if Stinger could have been aware of the likelihood of damage.
- g) Regardless whether or not Buyer is a Stinger distributor, wholesaler, dealer or reseller (collectively 'Reseller') or end-user, Buyer expressly agrees that Stinger shall not compensate Buyer for installation and/or de-installation of the Stinger Product, in any case. Buyer agrees to always test, or have tested, the Stinger Product for correct functioning before installing the Stinger Product or having it installed by a third party. If Buyer resells or redistributes the Stinger Product, Buyer agrees to clearly communicate to its resellers that they must always test the Stinger Product for correct functioning before installing the Stinger Product and Buyer agrees to include a stipulation to that end in the trade terms between Buyer and its resellers.
- h) Buyer agrees to indemnify and hold Stinger and its directors, officers, employees, agents and affiliates harmless against any and all losses, costs, claims, suits, obligations, demands, damages, liabilities, expenses and reasonable attorney's fees on account thereof resulting from, arising out of, or in connection with any acts or omissions of Buyer or any of Buyer's personnel in connection with their activities under these Terms.
- i) If shortages of the Stinger Product occur because of economic, manufacturing or other conditions, Stinger may allocate the Stinger Product among its resellers and other customers on any reasonable basis. Buyer shall not hold Stinger liable by virtue of such shortage or allocation.

## 6. Claims

- a) Buyer shall inform Stinger within twenty-four (24) hours of Buyer's taking physical possession of the Stinger Product, by sending Stinger a notice of noncompliant quantity, if the quantity of the Stinger Product at the moment of Buyer's taking physical possession of the Stinger product, does not fulfill the conditions laid down in Buyer's Purchase Order. If Buyer does not send Stinger a notice of noncompliant quantity within twenty-four (24) hours of taking physical possession of the Stinger Product, or if Buyer has signed the consignment note, the Stinger Product is deemed to be in conformity in terms of quantity.
- b) Buyer shall inform Stinger within seventy-two (72) hours of Buyer's taking physical possession of the Stinger Product, by sending Stinger a notice of noncompliant quality, if the quality of the Stinger Product at the moment of Buyer's taking physical possession of the Stinger product does not fulfill the conditions laid down Buyer's Purchase Order. If Buyer does not send Stinger a notice of noncompliant quality within seventy-two (72) hours of of Buyer's taking physical possession of the Stinger product, the Stinger Product is deemed to be in conformity in terms of quality.
- c) If Stinger receives a notice of noncompliant quality or quantity pursuant to paragraph 6a or 6b and these faults are confirmed by an investigation by Stinger or its representatives, Stinger will satisfy the claim, at Stinger's discretion, either by replacing the Stinger Product or refunding the corresponding part of the purchase price to Buyer.
- d) Stinger must in any case be given the opportunity to examine complaints as to their correctness and accuracy. Buyer is not entitled on the grounds of complaints pertaining to Stinger product to postpone or refuse payments of other products or services. Buyer agrees that no time Buyer will hold Stinger liable for loss of profits arising from any claim.

## 7. Warranty

- a) Stinger's warranty conditions, included with the Stinger product or found at [us.stinger.com/the-small-print/](https://us.stinger.com/the-small-print/), are applicable.
- b) Stinger does not warrant Buyer or end user against defects in materials or workmanship of the installation of the Stinger Product. Regardless whether or not Buyer is a Stinger Reseller or end-user, Stinger shall not compensate Buyer for installation and/or de-installation of the Stinger Product, even if installation and/or de-installation is needed due to defects in materials or workmanship of the Stinger Product which are covered under the official warranty of the Stinger Product.

## 8. Software property and software license

- a) All software belonging to (one of the components of) Stinger Product purchased by Buyer from Stinger remain the property of Stinger. Buyer solely purchases the hardware containing the software, not the software itself.
- b) If Buyer puts into use the Stinger Product, he will be furnished with the corresponding software under license, and Buyer automatically and expressly agrees with the 'Software License Agreement' delivered with the product and/or found here: [us.stinger.com/the-small-print/](https://us.stinger.com/the-small-print/).

## 9. Retention of title

- a) Until the full purchase price has been settled *and* Buyer has taken physical possession of the Stinger Product, Stinger retains full ownership of all Stinger product delivered to Buyer.

- b) Payments owed by Buyer serve first and foremost to pay overdue interest and costs owed by Buyer, as well as payments which are due and payable and most overdue, irrespective of whether Buyer has specified that the payment relates to a later or other invoice.
- c) Should Buyer fail to satisfy all the obligations contained in an agreement with Stinger in a full or timely fashion, Stinger is entitled to take back the products delivered under retention of title and, if Buyer does not allow access, to gain access to the area(s) in which the products are stored. Where necessary, Stinger is irrevocably authorized to access these areas, irrespective of location. Buyer will be issued with a credit note for the market value of the relevant products, which shall not exceed the original invoiced purchase price, less costs of redemption.
- d) With regard to the delivered products that have been passed into the ownership of Buyer following payment and are still in the physical possession of Buyer, Stinger reserves a right of pledge. Buyer declares that he is authorized to pledge these products, unless Buyer declares otherwise in a written notification to Stinger within five (5) working days following the invoice date for the relevant products, in which case Stinger is entitled to defer all further deliveries to Buyer and/or dissolve the agreements, and take back all products delivered under ownership rights.
- e) The Buyer is not permitted to pledge the products delivered by Stinger to a third party or to grant rights to a third party, with the exception of the provisions of 10.6.
- f) Buyer is entitled to sell and deliver to a third party those products delivered under retention of title as part of his normal business operations.

#### **10. Resellers stipulations**

- a) Buyer agrees that Stinger has the right to sell the Stinger Product to any geography in the world, through one or more of its online stores, websites, and Stinger Product.
- b) Buyer agrees that Stinger has the right to sell software, such as applications, upgrades, GPS data bases, and services through one or more of its online stores as well as its hardware and software products, with any and all proceeds of any such sale going to Stinger in its entirety.
- c) In the capacity of Reseller, Buyer is not allowed, directly or indirectly, to export the Stinger Product, unless expressly agreed otherwise in writing.
- d) In the event that Buyer violates article 10c, Stinger may immediately terminate its deliveries to Buyer, upon which Buyer will not have any right to claim damages against Stinger. Stinger will have the right to claim damages against Buyer for, including, but not limited to, potential image damages and trading losses.
- e) In the capacity Reseller, without the written consent of Stinger, Buyer is not allowed to, directly or indirectly, sell the Stinger Product via the internet. If Buyer is the end-user, or consumer, of the Stinger Product, Buyer is allowed to sell the Stinger Product via the internet.
- f) If Buyer is a Reseller, Buyer agrees to follow Stinger's marketing guidelines with Stinger having the final decision power on strategic marketing matters such as branding, positioning, slogan, and logo.
- g) Stinger will set (1) Reseller Prices for those Buyers that are Resellers, which shall be the price paid by Buyer to Stinger for the Stinger Product, and (2) Minimum Recommended Retail Prices (MRP's) for the Stinger Product. Both the Reseller Prices and the MRP's may be changed from time to time within the sole discretion of Stinger. Buyers who are resellers agree not to sell Stinger Product below the MRP's.
- h) Even if and when Stinger and Buyer enter into a Reseller agreement, they are and shall remain independent business entities and independent contractors, they shall not engage in a joint-venture, one shall not become the directing mind for the other, and one shall not become an agent for the other.

## **11. Labels, specifications, trademarks and product**

- a) Buyer is not entitled to remove, damage and/or alter any labels and type and identification specifications applied to the products.
- b) Buyer hereby declares to use the 'Stinger' brand and other trademarks and/or type specifications used by Stinger solely in connection with products marketed by Stinger under the Stinger label, and not to use them in connection with other products or brands. All rights to the trademarks used by Stinger will remain with Stinger, thus do not transfer to Buyer in any way.
- c) Buyer is not entitled to copy, reproduce or modify the Stinger Product in any way, or have that done through a third party.

## **12. Intellectual Property**

- a) Buyer shall not (1) copy, reproduce in any form, translate, adapt, modify, vary, decompile, disassemble or reverse engineer any part of the Stinger Product; or (2) provide or make available any part of sales materials or other documents in any form to any person other than as shall have been approved by Stinger for that purpose;
- b) Stinger, and/or organizations affiliated to Stinger, have and shall retain - during and after a Stinger Product transaction between Stinger and Buyer, as well as during any Stinger or Stinger Product related agreement between Stinger and Buyer, and after the termination of any Stinger or Stinger Product related agreement between Stinger and Buyer - full ownership of any and all intellectual property rights concerning the Stinger Product including but not limited to all current and future trademarks, service marks, copyrights, patents, patent applications, and trade secrets.
- c) Upon termination of an agreement between Stinger and Buyer, Buyer will immediately cease and desist the use of any and all intellectual property related to the Stinger Product, including but not limited to the Stinger Product trademarks, domain names, and patents. Upon termination of an agreement between Stinger and Buyer, any intellectual property license agreement between Stinger and Buyer shall immediately terminate and without notice, and all right, and title, shall immediately vest in and belong to Stinger.

## **13. Confidential Information**

- a) If Buyer is not strictly an end-user, or consumer, of Stinger Product, but a Reseller, Buyer acknowledges that Buyer may be entrusted with information, whether disclosed in written, verbal or visual form, relating to the business, know-how, trade secrets, strategy, products, training, marketing plans, financial condition, employees, customers and partners of Stinger. All this information is considered to be 'Confidential Information'.
- b) Buyer shall: (i) treat all such Confidential Information as strictly confidential; (ii) use such Confidential Information only for the purposes of supporting, reselling and promoting Stinger and Stinger Product; (iii) protect such Confidential Information, whether in storage or in use, with the same degree of care as Parties use to protect their own proprietary information against public disclosure, but in no case with less than reasonable care, (iv) not disclose such Confidential Information to any third parties except to such employees of Parties who need to know such Confidential Information for the purposes of supporting, reselling and promoting Stinger and Stinger Product and who have been informed of the confidential nature of such Confidential Information, and (v) be responsible for any unauthorized use or disclosure of Confidential Information by such employees. In case Buyer infringes on this clause, Stinger has the right to claim full compensation for damages incurred and demand an injunction or a court order to perform.

#### **14. Force majeure**

- a) Stinger is entitled at all times to defer delivery of products and/or services in the event of force majeure on the part of Stinger, without being obliged to pay damages.
- b) Stinger is entitled to invoke force majeure if Stinger is hindered in fulfilling its obligations or preparations thereof as a result of circumstances beyond the control of Stinger. These include, but are not limited to, extreme weather conditions, fire and storm damage, theft, transport delays, unforeseen circumstances hindering suppliers or other third parties acting on behalf of Stinger, government measures, and all other circumstances affecting Stinger's normal business operations.

#### **15. Nullity and Divisibility**

- a) In the event that any of the stipulations of these Terms are declared null and void, the remaining stipulations will remain unimpaired and shall remain in full force
- b) Any invalid stipulation in these Terms is regarded as replaced by a valid stipulation which is as close as possible to the economic and commercial meaning and purpose of the replaced stipulation.
- c) In the event that any provision of these Terms is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity, legality, or enforceability of the remaining provisions, and the parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that reflects the original intent of these Terms.

#### **16. Governing Law, Dispute Resolution**

- a) These Terms and all agreements between Stinger and Buyer are governed by Florida, U.S.A., and U.S. Federal law.
- b) For as much as allowed by judicial law, all court proceedings will be held at the competent court in Florida, U.S.A., unless, and at Stinger's sole discretion, otherwise elected by Stinger.