

## EXHIBIT ONE

### **GENERAL TERMS AND CONDITIONS OF SALE TO DEALERS**

**THESE GENERAL TERMS AND CONDITIONS OF SALE TO DEALERS ("GENERAL TERMS") ARE INCORPORATED BY REFERENCE INTO EACH DEALER AGREEMENT AND CONSTITUTE AN ESSENTIAL PART OF EACH DEALER AGREEMENT. THESE GENERAL TERMS MAY BE MODIFIED OR AMENDED BY ICD AT ANY TIME AND FROM TIME TO TIME IN ICD'S SOLE DISCRETION SUBJECT TO THE FOLLOWING REQUIREMENT: ANY AND ALL MODIFICATIONS OR AMENDMENTS TO THESE GENERAL TERMS WILL BE EFFECTIVE THIRTY (30) DAYS AFTER POSTING TO ICD'S WEBSITE OR OTHERWISE NOTICED TO THE DEALER PURSUANT TO THE NOTICE REQUIREMENTS OF THE DEALER AGREEMENT.**

#### 1. General Information

1.1 These General Terms shall apply to all quotations, sales and deliveries by Show Cats, LLC, d/b/a Inner Circle Distribution and ICD ("ICD"), that are presented to its Dealer(s) (hereinafter the "Dealer" and with ICD, the "Parties" and each a "Party") to a Dealer Agreement ("Dealer Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Dealer Agreement.

#### 2. Quotations, Product Lists, and Purchase Order Sales

2.1 Quotations are Dealer-specific letter offers valid for thirty (30) calendar days and immediately expiring on the 30th day unless otherwise stated therein. ICD may choose to send unsolicited quotations to its Dealers on a monthly basis or any other regular basis. Failure to send a monthly quotation or any other regular quote does not obligate ICD to honor any previous quote greater than thirty (30) days. All quotations shall have a quotation date. Quotations shall be strictly

construed and treated as Confidential Information and shall never be shared by Dealer with another dealer, customer, or any other third party.

2.2 Product lists are detailed lists with item description, units of sale, and prices given to a Dealer at any time and representative of ICD's then current prices, except when superseded by a formally written and delivered quotation ("Product Lists"). Product List prices do not expire unless superseded by a more recently updated Product List. ICD reserves the right to negotiate, or not, any previous prices from past Product Lists. Any date shown on a Product List solely represents the date such Product List was produced, printed, or copied and does not represent a date from which offer and acceptance can be relied upon. Product Lists shall be strictly construed and treated as Confidential Information and shall never be shared by Dealer with another dealer, customer, or any other third party.

2.3 ICD elects to proceed in all transactions by written acceptance of Dealer's purchase order in the format of any reasonably acceptable form that clearly states: (1) Dealer's complete business name, address, email, and phone number; (2) a unique purchase order number easily identifiable as "Purchase Order Number" or "PO" Number; (3) the order date within 5 business days of receipt by ICD; (4) the shipping/delivery method expressed in terms related to either pickup at ICD's Distribution Center, third-party carrier, or overseas freight; (5) the item description/Product written in the same manner and exactly as seen on ICD's most recent quotation, Product List, or website; (6) the exact price quoted by ICD, (7) the unit of sale; (8) the quantity being ordered; (9) a line total for itemized orders; (10) the subtotal, applicable taxes, and order total; (11) the desired delivery date; and (12) a statement that this order is entered in accordance with the prices, terms, and specifications of the Distributor's written quotation dated mm/dd/yyyy, pursuant to ICD General Terms and Conditions of Sale to Dealers, or, that this order is entered in accordance with the prices, terms, and specifications of the Distributor's most recent Product List, pursuant to ICD General

Terms and Conditions of Sale to Dealers. ICD reserves the right to accept or deny any purchase order in its discretion. In any case, the terms and conditions of the General Terms set forth herein shall govern all transactions, unless expressly agreed otherwise in writing and signed by both Parties.

2.4 ICD will send an electronic order confirmation to Dealer promptly after Dealer's purchase order is received and accepted. To the extent that Dealer's purchase order contains any additional terms or conditions of sale, or contains any terms or conditions that conflict with the terms or conditions of the Dealer Agreement, including all exhibits thereto (including these General Terms), such terms and conditions are hereby rejected and are not part of the terms or conditions of any sale from ICD to Dealer. Dealer shall be deemed to have accepted all of ICD's terms and conditions as set forth in the Dealer Agreement, including those set forth in the Exhibits thereto. ICD's failure to reject terms or conditions included in Dealer's purchase order or other documents proposed by Dealer shall not constitute acceptance of such terms or conditions.

2.5 If Dealer cancels an order more than five (5) business days after an order has been confirmed by ICD, Dealer shall pay ICD a cancellation fee equal to twenty percent (20%) of the order amount. If Dealer cancels an order more than ten (10) business days after an order has been confirmed by ICD, Dealer shall pay ICD a cancellation fee equal to forty percent (40%) of the order amount without prejudice to ICD's right to seek reimbursement equal to any actual losses.

2.6 All order confirmations will be sent to Dealer by electronic mail or SMS to Dealer's authorized representative during the transaction process.

### 3. Delivery, Transfer of Risk

3.1 All deliveries shall be at ICD's Distribution Center whether any Product is picked up by Dealer at ICD's Distribution Center, or if the Products are shipped by carrier from ICD's Distribution Center. Risk of loss passes to Dealer upon delivery at ICD's Distribution Center, which shall occur upon ICD's notice that the

Products are available for pickup, whether accepted by Dealer or a carrier.

3.2 The Products become property of Dealer immediately upon delivery and full payment. Until such time, ICD maintains all rights and title in and to the Products regardless of risk of loss provisions. Dealer shall ensure that all of ICD's Products in its possession are at all times readily identifiable by ICD as ICD's property on Dealer's premises until payment is made in full.

3.3 Products will be delivered in ICD's standard packaging with ICD's standard labeling and markings.

### 4. Time of Delivery

4.1 The delivery time shall be designated for each quoted product. ICD will endeavor to estimate a reasonable delivery time, which delivery time shall be the target date and shall not be binding on ICD, unless otherwise agreed in writing. Dealer's desired delivery time on its purchase order is considered a target date and is not binding between Dealer and ICD.

4.2 ICD may postpone delivery for any delays caused by postponement of delivery of materials or components that make up the Products by ICD's suppliers, any strike, lock-out, government order, delayed supply of raw materials in the manufacture of the Products or its components, production supplies or any deliveries, currency restrictions, natural phenomena, obstacles to transport, war, uprising, unrest or blockage or any other form of force majeure not mentioned here. In such case, ICD shall not be liable for any of Dealer's losses except for refund of any payments made for any delayed deliveries pursuant to cancellation in accordance with section 4.3 below.

4.3 Dealer is entitled to cancel any purchase which has been delayed for causes referenced in section 4.2 if such a delay extends more than thirty (30) calendar days, provided Dealer gives written cancellation notice ten (10) calendar days in advance and ICD is not able to make the delivery within the ten-day period. Where there is a contract for the sale of Products to be delivered in installments,

delay in delivery of any installment shall not entitle Dealer to reject one or more of the other installments whether or not previously delivered.

4.4 Dealer shall have no other remedies in connection with delivery delays other than the right to cancel the order pursuant to section 4.3.

5. Invoicing – Payment – Short Term Credit – Default

5.1 ICD shall invoice Dealer, and Dealer shall pay to ICD, the price of the Products in US Dollars (\$) or “USD”) on a per shipment basis.

5.2 Invoices shall be delivered to Dealer promptly upon order confirmation, and payment to ICD shall be due immediately, cash in advance before shipment, in order to make delivery, except when short-term credit is extended to Dealer pursuant to the payment terms in this Article 5 Section 5.2.

5.3 If ICD offers, in its discretion, short term credit to Dealer, such short term credit shall only be effective if (a) Dealer has duly executed ICD’s standard (i) Short Term Credit Agreement and (ii) Guaranty, and (b) ICD has duly executed the same, as required. By signing ICD’s Short Term Credit Agreement, a Dealer with approved credit warrants its ability to pay and promises to pay ICD’s invoice net 30 days after delivery interest free without any deduction, set-off or reduction whatsoever. Net 30 short-term credit is only extended to Dealers with approved credit up to \$30,000.00 (ICD’s “Standard Offer of Credit”) and, in any event, shall be at the discretion of ICD. Credit terms for any amount greater than ICD’s Standard Offer of Credit, or fixed interest rate installment plans may be agreed to in writing with express written exception to these General Terms and upon Dealer’s signed acknowledgement that payments must be made according to these payment terms whether or not any Products purchased by Dealer from ICD have actually been resold to customers.

5.4 If payment is delayed, Dealer shall owe ICD default interest from the day on which payment became due at a rate of 1.5% per month or any part thereof, unless another rate is agreed to in the Short Term Credit Agreement. If such interest rate is

contrary to applicable law, ICD shall be entitled to the highest interest rate allowed under applicable law. The extension of the payment term shall in no event result in a novation. ICD also may apply a surcharge of ten percent (10%) on the overdue amount, with a minimum of Fifty Dollars (\$50), to compensate ICD for increased administration costs and expenses.

5.5 Non-payment of an invoice on the due date shall without summons automatically nullify the payment terms and any extension of the period which ICD may have granted for payment of deliveries already effected, and shall render all invoices immediately payable. Moreover, in such circumstances, and/or in the event Dealer becomes insolvent or Dealer’s credit becomes impaired in the reasonable opinion of ICD, ICD shall have the right to change with immediate effect the payment conditions then in effect to “cash in advance” or to request Dealer to furnish adequate security with no formalities other than written notice. If Dealer fails to comply with ICD’s payment terms or is unable to provide satisfactory security, ICD may, at its option, suspend further deliveries or cancel all current orders for Products until full payment or until satisfactory security has been received by ICD. Any claim by Dealer shall not entitle Dealer to delay or withhold payment of any overdue amounts.

5.6 Dealer agrees to pay ICD an \$85 service fee for any dishonored check for any reason by Dealer’s bank.

5.7 Monies from Dealer received by ICD may be applied toward payment of any debt owed by Dealer, at ICD’s sole discretion, notwithstanding any instructions to the contrary from Dealer.

5.8 To secure all of Dealer’s obligations to ICD, Dealer grants to ICD a security interest in all Products purchased from ICD (the “Collateral”) together with any and all proceeds thereof. Buyer hereby appoints ICD as Dealer’s attorney in fact to do all acts and things, including the execution and filing of financing statements, that ICD may deem necessary to perfect the security interest created hereby and to protect the Collateral. Dealer will pay

as part of the debt hereby secured, all amounts, including reasonable attorneys' fees, incurred by ICD in maintaining, repairing and otherwise protecting the value of the Collateral and in taking possession of, disposing of or preserving the Collateral upon any default of any of Dealer's obligations to ICD.

5.9 Dealer shall pay all of ICD's reasonable expenses incurred to collect any debts or payment obligations owed by Dealer to ICD, including, without limitation, reasonable attorneys' fees and expenses, whether incurred with or without the commencement of litigation, arbitration, or administrative proceeding, and including any appellate or bankruptcy proceedings.

## 6. Taxes

6.1 Any taxes, duties, excises and/or other charges, including without limitation VAT, now or henceforth levied in connection with the sale and delivery of the Products shall be borne by Dealer, including any taxes and duties which are payable by ICD prior to the delivery of the Products pursuant to Section 3.1 hereof.

## 7. Changes

7.1 Dealer may request changes to any order at any time prior to shipment of the order by submitting a written change order ("Change Order") to ICD. ICD may accept or reject a Change Order in its sole discretion, but will endeavor to accommodate requested changes in good faith. Change Orders will be binding upon ICD only when signed by an authorized representative of ICD, and only once an equitable price change has been made.

7.2 In the event that delivery dates are moved by Dealer thirty (30) days past the target date plus 5 days, ICD will begin to assess a monthly warehousing fee of 5% of the total order value per month beginning on the 36th day and every thirty (30) days thereafter.

## 8.0 Return

8.1 ICD will replace or issue a credit for Products that fail under normal conditions in accordance with the warranties set forth in Article 9 hereof. ICD has the

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right to refuse any warranty claim on items that have been subject to abuse or misapplication by Seller.

8.2 All returns must be accompanied by a Return Authorization in the form of a Return Authorization Number issued by ICD ("Return Authorization"). Any Products returned without a Return Authorization Number clearly labeled or displayed on the exterior packaging will be refused. It shall be Dealer's responsibility to contact ICD directly to request a Return Authorization.

8.3 In those circumstances where ICD has authorized the return of Products in a written Return Authorization, shipping charges relating to the return of Products are to be prepaid by Dealer, unless otherwise authorized by ICD on ICD's Return Authorization. All functioning returns will incur a restocking fee equal to 15% of the total value of the returned Products, based on the non-discounted sale price at the time the order was made.

8.4 Any and all Products returned with a Return Authorization must be shipped to ICD within thirty (30) calendar days from the date the Return Authorization was issued, or the Return Authorization will be considered null and void.

8.5 Unless otherwise agreed to, special ordered and non-stock items are non-returnable and the order non-cancelable.

## 9 Limited Warranty

9.1 Warranties shall be for the term set forth herein, unless otherwise expressly specified in a proposal or quote issued by ICD in writing ("Warranty Period").

9.2 Hardware: ICD warrants that upon delivery hereunder the Products shall (i) conform to their specifications in effect at the date of delivery as issued by ICD in writing and (ii) be free from defects in material and workmanship under normal use. Notwithstanding the foregoing, ICD makes no warranties with respect to such Hardware that is expressly provided to Buyer on an "as-is" basis.

9.3 Software: ICD warrants that software written by ICD shall perform substantially in accordance with

the specifications in effect at the date of delivery as issued by ICD in writing. Software is inherently susceptible to bugs and errors. ICD makes no warranties with respect to the software, which is provided to Dealer on an "as-is" basis and ICD does not warrant uninterrupted or error-free operation of the software.

9.4 The Warranty Period for Hardware shall be one (1) year commencing on the date of delivery, or, if applicable, the date of acceptance of the Product by Dealer. The Warranty Period for Software shall be ninety (90) days commencing on the date of delivery, or, if applicable, the date of acceptance of the Product by Dealer. After expiration of the applicable Warranty Period, ICD and Dealer shall, at Dealer's request, negotiate in good faith the scope and mutually acceptable terms and conditions of after sales services, if any, that may be provided by ICD.

9.5 The warranties set forth herein shall apply only to the extent the Products or any parts thereof have:

(a) been transported and stored at all times in the original packaging in the conditions as specified by the original manufacturer (such as covered and secure location, minimum temperature, maximum humidity) or, in absence thereof, at least in conditions consistent with generally accepted practice for this type of product;

(b) been handled at all times in accordance with ICD's instructions or, in absence thereof, at least with the care and caution consistent with generally accepted practice for this type of product;

(c) been installed strictly in accordance with the instructions and directions given by ICD (if and to the extent the Product has not been installed by ICD or its authorized subcontractors);

(d) not been subject to any unauthorized access, alteration, modification or repair attempts thereto;

(e) been at all times "normally used" for the specified purpose and operated and maintained in strict accordance with the operating and

maintenance instructions set forth in the operating and maintenance manual of the Product, or in the absence thereof, at least with intervals and in a manner consistent with generally accepted practice for this type of product, and shall not have been otherwise misused, abused or damaged. For the purpose hereof, "normally used" shall mean a regular, ordinary and routine usage of the Product in question as intended and/or as recommended by ICD; and

(f) not been connected to or used in combination with other equipment, products or systems (hardware and/or software), which are not compatible with the specifications of the Product in question.

9.6 In no event shall ICD be liable, whether during or after the expiration of the Warranty Period for any defects, failures, loss of or damage to the Products or any part thereof which are caused by or resulting from (a) normal wear and tear, (b) any force majeure event, (c) Dealer's use or operation of the Product prior to the completion of ICD's acceptance test(s) for the Product (if applicable), (d) Dealer's use of the Product outside the specifications contained in the user documentation, (e) the use of spare parts not supplied by ICD, (f) any deviations from the procedures specified by ICD, or (g) any action or negligence on the part of Dealer or any third party (including without limitation Dealer's employees, customers, agents, carriers and contractors). In such case the repair or replacement of the Product or any part thereof shall be at Dealer's sole option and cost.

9.7 Any Product or part thereof, which is entirely manufactured by third parties, is subject to the original manufacturer's warranty, and no separate warranty is given in respect thereof by ICD.

9.8 Any claim by Dealer under the warranties specified in this Article 9 must be notified to ICD in writing within ten (10) days from the date the defect or failure has been discovered or noticed for the first time or from the date which such defect or failure reasonably should have been discovered, whichever is earlier.

9.9 For Hardware: If during the Warranty Period a Product, or any part thereof, fails to meet any of the warranties herein, then, upon Dealer's request, ICD shall, at its sole option and cost, and without undue delay, either: (a) repair or correct the Product or part; or (b) replace the Product or supply part(s) or component(s). A replacement part shall be at least functionally equivalent to the original part. The repair or replacement under the warranties covers the cost of material and labor. The replaced Product, parts and/or components shall become property of ICD and shall, at ICD's request, be returned by Dealer to ICD at ICD's cost.

9.10 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE 9, NEITHER ICD NOR ANY PERSON ON ICD'S BEHALF HAS MADE OR MAKES FOR DEALER'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DEALER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY ICD, OR ANY OTHER PERSON ON ICD'S BEHALF.

#### 10. Claims

10.1 Except for claims for breach of the warranties set forth in Article 9, Dealer's failure to give notice to ICD of any claim (including without limitation claims for delayed delivery or non-delivery with regard to the Products delivered hereunder) within ten (10) days after delivery of a Product (or if such claim is with respect to delayed or non-delivery, within ten (10) days of the delivery date agreed to by ICD) shall be an unqualified acceptance of such Product and a waiver by Dealer of all claims with respect thereto.

10.2 Dealer is responsible for making any claim for loss of and/or transport damages to Products against the carrier immediately upon delivery, and notifying ICD accordingly.

10.3 Contested Products must be kept at ICD's disposal and access, and can only be returned to ICD with a Return Authorization issued by ICD pursuant to Article 8 Sections 8.2, 8.3, and 8.4.

#### 11. Limitation of Liability

11.1 ICD's exclusive liability and Dealer's exclusive remedy for any and all claims as to the Product delivered or for delayed delivery or non-delivery thereof, whether arising out of contract, warranty, negligence, ICD's failure to comply with laws and regulations, strict liability or otherwise, shall be limited to the sale price of the Product in relation to which the claim is made, or at ICD's option, the replacement thereof.

11.2 Dealer represents and warrants that Buyer has sufficient personal knowledge and expertise in the use of the Products and parts being purchased from ICD and that Dealer is NOT relying on the expertise of ICD in the use of such Products and/or parts in the purchase of such Products and/or parts from ICD.

11.3 In no event shall either Party be liable for special, incidental, punitive, indirect or consequential damages (including without limitation loss of profits, business, revenue, goodwill, or anticipated savings), whether or not caused or resulting from the negligence or willful misconduct of such Party.

#### 12. Indemnity for Claims by Third-Party for Infringement

12.1 ICD shall hold harmless and indemnify Dealer from and against direct damages, losses and expenses arising from infringement or alleged infringement of any patent, trademark or copyright of a third party by a Product, and defend and settle at ICD's sole expense any such claim, action, suit or proceeding brought against Dealer, provided that (a) ICD is promptly notified by Dealer in writing after a claim has been asserted against Dealer or the commencement of any claim, action, suit or proceeding, and (b) ICD shall be permitted to assume sole control of the defense and any settlement negotiations related to any claim, action, suit or proceeding, (c) Dealer shall not make any

representation or concession, negotiate, settle or compromise any claim, action, suit or proceeding without the prior written consent of ICD, and (d) Dealer, at its cost, shall cooperate with ICD and provide assistance and support, as may reasonably be required by ICD, in connection with the defense and any settlement negotiations related to any claim, action, suit or proceeding.

12.2 ICD shall have no indemnity obligation for any Product, or any portion thereof, (a) that is based on specifications, drawings, models or other data furnished by Dealer, (b) that is not provided by ICD, or (c) that is modified by a party other than ICD and not at ICD's direction, or (d) to the extent Dealer continues the allegedly infringing activity after having been provided modifications that avoid the alleged infringement, or (e) where the use of the Product, or the combination thereof with other products, processes or materials, or the distribution thereof rather than the Product itself is the primary cause of an alleged infringement.

12.3 In case it has been determined by a finally awarded judgment that ICD or Dealer has infringed or misappropriated such third party rights, or earlier at ICD's discretion, ICD may, at its option and cost, (a) modify the Product in such a way that it shall not infringe upon or misappropriate the rights of the third party, (b) obtain for Dealer a license or other right to use the Product, or (c) replace the Product with a non-infringing product. If the foregoing options are not available on commercially reasonable terms and conditions, ICD may require the return of the Product and refund to Dealer amounts paid for the Product minus a reasonable allowance for the period Dealer has used the Product.

12.4 The remedies set forth in this Article 12 shall constitute Dealer's sole and exclusive remedy and ICD's sole and exclusive liability for a third party claim that the Product infringes or misappropriates any intellectual property right of a third party.

### 13. Intellectual Property Rights

13.1 Except as otherwise agreed by ICD in writing, Dealer shall not disclose any proprietary or Confidential Information of ICD.

13.2 Any patents, trademarks, copyrights and/or any other intellectual property rights, and/or any proprietary or Confidential Information related to the Products, whether existing prior to the date of Dealer's order or developed as of, or after, the date thereof, shall remain the property of ICD or its licensor, as the case may be, and nothing herein shall be construed as conferring on Dealer by implication or otherwise, any right, title or interest in, or any license under an intellectual property right, Confidential Information or other trade secret.

13.3 The software supplied by ICD to Buyer hereunder shall remain the property of ICD or the applicable licensor at all times. Dealer shall at all times comply with the terms and conditions of the (sub) license imposed by ICD or the licensor. ICD hereby grants to Dealer a limited, non-exclusive (sub) license to use the Software solely for the purpose of operating the Products delivered hereunder. ICD hereby grants to Dealer the right to assign the software user license referred to herein to the end-user to whom Dealer resells the Products, provided that such end-user shall have no right to transfer, assign, or sublicense such license.

### 14. Export Controls

14.1 Dealer acknowledges that Dealer is solely responsible for compliance with United States export laws, regulations and controls, with which Dealer shall comply. Dealer will not export, re-export, transfer, divert or disclose, directly or indirectly, the Products, or any information about the Products, except as authorized under United States law, and not otherwise in violation of these General Terms and Conditions of Sale.

14.2 Compliance with federal, state, and local environmental laws and regulations in connection with use, storage or disposal of Products is solely the responsibility of Dealer.

### 15. Choice of Law and Jurisdiction

15.1 All sales are subject to the Florida Uniform Commercial

Code (the "Code"). Unless displaced by the particular provisions of the Code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions. When a transaction bears a reasonable relation to the state of Florida and also to another state or nation, ICD at its sole discretion may agree that the law either of the state of Florida or of such other state or nation will govern the rights and duties of the Parties hereto.

15.2 ICD and Dealer submit to the exclusive jurisdiction of the state and federal courts in Florida, and agree that proper venue for any suit or action arising out of these General Terms and Conditions of Sale shall be in Broward County, Florida.

#### 16. Assignment

16.1 Neither ICD nor Dealer may, without prior written consent of the other, assign or otherwise transfer to a third party the benefits or obligations arising from the original Dealer Agreement or in connection therewith, in whole or in part, except that ICD may assign, without Dealer's consent, the original Dealer Agreement or any order arising from such Dealer Agreement to an affiliate of ICD or to a third party in connection with the sale of the business of ICD. Any purported assignment in violation of this Article 16 shall be void. The Dealer Agreement shall be binding and shall inure to the benefit of the permitted legal successors of both Parties hereto.

#### 17. General Other Terms

17.1 The invalidity, unenforceability or illegality of any term, condition, or stipulation in these General Terms and Conditions of Sale shall not affect the validity, enforceability or legality of its remaining terms and conditions.

17.2 Notwithstanding anything to the contrary contained in these General Terms and Conditions of Sale, the title to the Products shall not pass to Dealer until such time as ICD has received full payment of the purchase price for all Products sold or to be sold by ICD to Dealer for which payment is then due. Until such time as title in the Products passes to Dealer, Dealer shall hold the Products as ICD's fiduciary agent and bailee and shall keep such Products separate from those goods of Dealer's and third parties and properly store, protect and insure the Products and identify such Products as ICD's property; provided however, that Dealer may sell or use the Products in the ordinary course of its business. Until such time as the title in the Products passes to Dealer (and provided such Products have not been resold), ICD may at any time require Dealer to return the Products to ICD. Dealer shall not be entitled to pledge or provide a security interest in the Products, which remain the property of ICD, to any third party, but if Dealer does so, all amounts Dealer owes to ICD shall (without limiting any other rights or remedy of ICD) become immediately due and payable.

17.3 Nonperformance of either Party hereto shall be excused to the extent that performance is rendered impossible by any occurrence already stated in the force majeure provisions of the Dealer Agreement and in these General Terms and Conditions of Sale.

17.4 Any required or permitted notices hereunder must be given in writing at the registered address of the applicable Party hereto, or to such other address as such Party may notify to the other Party by written notice in the manner contemplated herein. Delivery of written notice shall be by one of the following methods: hand delivery, electronic mail with telephone confirmation of receipt, or commercial courier. Notices will be deemed given on the date received.