RENK Corporation – General Terms and Conditions of Sale

1. RENK'S TERMS CONTROL, DEFINITIONS

1.1. These General Terms and Conditions of Sale (these "Terms") shall apply to all quotations and offers made by and purchase offers or purchase orders made to RENK. These Terms shall control and prevail over any contrary or conflicting terms in Buyer's purchase offers or purchase orders, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of these Terms, irrespective of whether Buyer accepts these Terms by a written acknowledgement, by implication, or acceptance of and payment for Products ordered hereunder. RENK's failure to object to any provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms, including without limitation this paragraph. Any changes to these Terms must be specifically agreed to in writing signed by an officer of RENK before becoming binding on either party.

1.2. RENK objects to terms and conditions that are additional to or different from those that are a part of the Contract of sale, and no additional or different term will be part of the Contract unless expressly made so in a writing signed by an authorized representative of RENK. The preceding sentence excludes from the Contract, among other things, (a) terms and conditions appearing on or referenced in Buyer's purchase order or other similar document, other than the specifics of the transaction (e.g., part number, quantity and price) that coincide with RENK's quotation, acknowledgement, invoice or separate written and signed sales, pricing, or similar agreement, (b) Buyer's standard terms and conditions of purchase, (c) Buyer's quality policy and other supplier policies, and (d) Buyer's web site or supplier e-commerce site, even though it may be necessary for RENK to click an "accept," "agree," or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply.

1.3. No modification of the Contract or waiver of any of its terms will be binding on RENK unless the modification or waiver is clearly expressed in writing and signed by an authorized representative of RENK. The preceding sentence excludes from the Contract, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

1.4. In these Terms, the following terms shall have the meanings hereunder assigned to them:

- "Contract" or "Contract of sale": the agreement on the supply/purchase of the Products concluded by RENK's acknowledgement in writing of Buyer's purchase order, which shall be deemed to incorporate these Terms and all appendices, including agreed amendments and additions in writing to the said documents.
- "in writing": a physically or electronically embodied form of text communicated by one party to the other by letter, fax or electronic means (including email).
- "Products": the object(s) to be supplied by RENK to the Buyer as per the Contract.
- "RENK": RENK Corporation as supplier.
- "Buyer": the customer ordering Products from RENK.

2. CONFIRMATION; CONTRACT FORMATION OUTSIDE THE ONLINE-SHOP

RENK shall, promptly upon receipt of each of Buyer's purchase orders, in writing accept or verbally or in writing reject such purchase order, RENK's acceptance shall indicate the expected date of shipment.

3. CONTRACT FORMATION VIA THE ONLINE-SHOP

3.1. Some of RENK's Products are distributed via the website https://us.shop.renk.com ("Online-Shop"). Within the framework of Section 1.1., these Terms shall also apply to contracts concluded via the Online-Shop, subject to the following:

3.2. The displaying of Products in the Online-Shop does not represent a binding offer to enter into a contract. It is merely to be considered as a non-binding offer to Buyer put forward a binding offer to enter into such a contract.

3.3. In the Online-Shop, the Buyer has the option of selecting Products by mouse click, adding them to the shopping cart and thereby putting together an order. By clicking the button "place binding offer" at the end of the order process, the Buyer submits a binding offer to enter into a sales contract for the Products contained in the shopping cart.

3.4. The Buyer will be informed about the receipt of its order via e-mail (confirmation of receipt) without undue delay.

3.5. For the avoidance of doubt, the confirmation of receipt merely documents that the order has been received by RENK. A contract shall not be deemed to have been concluded until RENK has confirmed the Buyer's order in writing or has delivered the Products.

3.6. RENK shall be entitled to accept the Buyer's binding offer within 10 working days. No contract is concluded if (i) RENK rejects the offer, or (ii) RENK does not accept the offer within 10 working days.

4. OFFERS AND SCOPE OF DELIVERY

4.1. Price quotations and offers to sell goods are submitted without obligation on RENK's part. No quotation will remain effective for more than thirty (30) days, unless the quotation expressly provides otherwise. No contract shall be formed and no purchase order shall be considered accepted by RENK until such acceptance has been confirmed in writing by RENK as provided in paragraph 2 above. The scope of any and all contractual obligations shall be as defined in RENK's written acknowledgment of such order, and any modifications, supplements, verbal arrangements must be confirmed in writing by RENK before they are binding on RENK.

4.2. Buyer shall bear full and sole responsibility for the accuracy and correctness of all information provided by Buyer to RENK such as drawings, patterns, gauges, samples, and the like.

4.3. The delivery term for Products is ExWorks (EXW) the designated RENK authorized facility (Incoterms® 2020), unless another delivery term based on Incoterms® 2020 is agreed to by RENK in writing.

5. PRICES AND CONDITIONS OF PAYMENT

5.1. Unless specifically stated in writing otherwise, all prices are quoted on the delivery term as set forth in Section 4.3 above, using RENK's standard methods for packaging and shipping, as described below, and do not include costs of additional packing, carriage, freight, postage or insurance. Payment of all applicable taxes shall be by Buyer. RENK reserves the right to add the value of any taxes due to the price of the goods, and such price shall be treated in the same manner as if it were the original agreed upon price. Goods will be packed in such manner as deemed suitable in RENK's reasonable discretion to prevent damage during shipment, provided shipper exercises reasonable care. RENK shall assume no additional responsibility. Insurance against damage in transit will be covered by RENK only at Buyer's express request at Buyer's sole expense, subject to the applicable Incoterms® 2020.

5.2. Unless otherwise agreed upon in writing, payment shall be made by Buyer to RENK in full in United States dollars in accordance with the provisions of Section 2-511(3) of the Uniform Commercial Code, delivered to RENK's address or to a financial institution designated by RENK in compliance with the conditions of payment agreed upon.

5.3. There shall be no withholding of part or all of any payment due RENK or any deduction, netting, or set-off in the amount of payment due on the ground of any counterclaims unless specifically acknowledged and accepted in writing by RENK. Any failure of Buyer to make payment under the stipulated Terms, as well as any information received by RENK reflecting information unsatisfactory to RENK concerning Buyer's financial standing, shall be cause for RENK to demand payment in advance for any material or goods still to be supplied under a pending contract or any other contract which may exist or arise between Buyer and RENK.

5.4. Should an arrangement be made to the effect that the execution of an order shall be suspended, the stipulated price, reduced by the amount of direct costs that would have been expended by RENK for the completion of that order, shall immediately become due and payable.

6. RESERVATION OF OWNERSHIP

6.1. Notwithstanding contrary terms of delivery or otherwise, title to the Products and property delivered to Buyer shall remain with RENK until such time as any and all claims have been satisfied as may be asserted against Buyer by RENK and RENK's agents or by RENK GmbH, or any company in which said RENK GmbH holds a minimum of fifty percent (50%) share either directly or indirectly. Any property to which title has been reserved to RENK shall serve as security for any balance in payments due RENK.

6.2. RENK is entitled to set off or net, as applicable, RENK's claims, whether due or to become due, against any claims whether due or to become due, which Buyer may have against RENK or against RENK GmbH or any company in which RENK GmbH holds a minimum share of fifty percent (50%) either directly or indirectly.

6.3. Buyer shall not be allowed to mortgage or otherwise encumber the goods supplied or to convey or pledge them to a third party as a security. Buyer shall inform RENK at once of any case involving seizure, distraint, imposition of liens, or any other similar action taken by a third party affecting such goods. Should RENK assert his right of reserved ownership, or cause the goods supplied to be seized, such action shall not constitute cancellation of an uncompleted Contract.

6.4. In case goods in which RENK still holds title have been used in the manufacture of other goods and have become inseparable from such other goods, Buyer agrees to convey to RENK a partial interest in such manufactured goods in proportion to the value RENK's goods have comparative to the value of the manufactured goods as a whole.

7. TIME OF DELIVERY

7.1. The time for delivery begins to run, at the earliest, at the date of the order acknowledgment and confirmation by RENK, but not before receipt by RENK of all information, licenses, releases, and the like, to

be procured and furnished by Buyer, and, if applicable, of the Letter of Credit or stipulated pre-payment. The time for delivery will be adequately extended if the manufacture of the goods is impeded by unforeseen events or circumstances beyond RENK's reasonable control ("Events of Force Majeure") (irrespective of whether they affect RENK's own facilities or equipment or those of the firms from whom RENK obtains materials, and the like, required for the execution of the Contract), such as statutory measures, labor disputes, breakdowns of machinery or services, mishaps in production resulting in rejection of castings or other components, delay in obtaining materials from outside sources, fire, flood, tornado, earthquake, war, terrorism or threat of terrorism, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, transportation shortage, labor shortage, materials shortage, manufacturing facility shortage, accident or third party interference at RENK's plant, boycott, embargo or any act or regulation of government or governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond RENK's reasonable control resulting in impossibility or impracticability of performance of RENK's duties and obligations hereunder or which make such performance unreasonably onerous, provided such obstacles provably and materially influence the completion of delivery of the goods. RENK shall not be liable for any damages, whether direct, indirect or consequential, caused by such delays even if (a) such delays would not have occurred had RENK delivered as originally anticipated in the Contract, or (b) regardless of legal theory or whether RENK has been advised, knows, or should know, of the possibility of such damages.

7.2. Modifications to specifications subsequently demanded by Buyer will toll the delivery time, which will begin to run again upon mutual agreement about such modification, and RENK shall not provide indemnity for delay in delivery caused by such modifications.

7.3. If Buyer fails to take custody of completed goods without fault of RENK, Buyer will - after having been notified by RENK in writing of the availability of the goods - be charged with the costs of storage of same (in the case of storage at RENK's facilities, at the rate of at least one-half percent (½%) per month of the value as per invoice of the goods thus stored). RENK shall have the right in its sole discretion to warehouse the goods outside RENK's premises at the sole expense of Buyer.

8. RESPONSIBILITY FOR GOODS

8.1. Subject to the particulars of the Incoterms® 2020 adopted by the parties, RENK's responsibility for loss or damage ceases and all risks pass on to Buyer at such time as RENK has fulfilled its obligations to deliver the goods to Buyer under such Incoterms.

8.2. Notwithstanding Section 8.1. hereof, Buyer shall bear all risks of loss from the Availability Date. The "Availability Date" means the later of (i) that date specified by RENK in writing to Buyer when the goods will be available for delivery to Buyer, or (ii) where Buyer is unable to timely take delivery due solely to RENK's fault, the subsequent date that Buyer is actually able to take delivery of RENK's Products. Buyer shall immediately upon receipt of the goods notify RENK in writing of any loss, damage or deterioration that Buyer alleges to be RENK's responsibility.

9. LIMITED WARRANTY

This limited warranty ("Limited Warranty") applies only to RENK Products purchased from RENK by Buyer.

9.1. RENK warrants that, beginning on the Availability Date and for a period of six (6) months thereafter (the "Warranty Period"), RENK's Products will under normal use (a) conform to any specifications explicitly identified on the face of RENK's quotation or acknowledgement or set forth explicitly in another document that is a part of the Contract, and (b) be free of defects in design, material and workmanship that would be discovered by following RENK's standards of manufacture and inspection at the time of manufacture.

9.2. THE FOREGOING LIMITED WARRANTY IS BUYER'S EXCLUSIVE WARRANTY AND REPLACES AND IS IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE OR PRODUCT LIFE, WARRANTIES OF COMPLIANCE WITH BUYER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.3. This Limited Warranty does not apply to, and will be void upon any action inconsistent with the proper use and handling of, the Products, including without limitation, as a result of: (i) improper installation, use, maintenance or lubrication by Buyer or a third party; (ii) improper handling, transportation, modification or repair by Buyer or a third party; (iii) accident, abuse, careless or improper use (including loading beyond the specified maximum) by Buyer or a third party; or (iv) inappropriate operating materials or conditions, chemical, electro-chemical or electrical influences, effects of atmospheric or other natural phenomena. RENK shall have no liability for Products damaged as a result of use by Buyer with or as a part of goods not manufactured by RENK. In addition to the foregoing exceptions to RENK's Limited Warranty obligations, RENK shall have no liability and the Limited Warranty is conditional upon strict compliance by Buyer with Buyer's obligations under the Contract, including without limitation, timely payment in full of all RENK invoices.

9.4. If a Product does not meet the Limited Warranty described in Section 9.1. during the Warranty Period, Buyer's sole and exclusive remedy will be, at RENK's sole option, repair or replacement of the nonconforming Product (EXW the designated RENK facility) or a credit of a fair amount not to exceed the price actually paid to RENK by Buyer for the non-conforming Product. In each circumstance, Buyer must promptly notify RENK in writing of any alleged defects for which warranty claims are made, and return the non-conforming Product to RENK in accordance with these Terms within the Warranty Period. In no circumstance will Buyer's right to seek warranty coverage for any Product survive the expiration of the Warranty Period. RENK's obligation under this Limited Warranty is null and void upon the expiration of the Warranty Period.

9.5. RENK may repair or replace Products under this Limited Warranty with new or previously used Products, parts, or components equivalent to new in performance and reliability, or (b) with re-manufactured Products using new components or new and used or reconditioned components equivalent to new components in performance and reliability, or (c) with a Product equivalent to an original Product that has been discontinued. If these replaced or repaired Products, parts or components manifest a defect in materials or workmanship during the remainder of the Warranty Period for the Product they replaced or in which they were installed, RENK, at its sole discretion, will repair or replace these Products or parts.

9.6. Buyer shall afford RENK, at no charge to or liability of RENK, commercially reasonable time, access, and opportunity to make any modifications or replacements to defective goods as is deemed necessary in RENK's reasonable discretion, including but not limited to, removal of machinery, components, parts, piping and other obstructions so as to make available and grant RENK or RENK's agents unrestricted and prompt access to the defective parts at no cost to RENK. Parts deemed defective by Buyer are not to be returned to RENK without RENK's prior express written authorization. Buyer shall pay all shipping costs for the unauthorized return of any defective parts and shipment of replacements. Replaced parts become the property of RENK.

9.7. Buyer is solely responsible for determining the suitability of RENK's Product for Buyer's intended use prior to making use thereof, and Buyer assumes all risk and liability whatsoever in connection with such use.

9.8. Any claim for defective material or workmanship must be verified by RENK's authorized representative. RENK's liability under the Limited Warranty is conditioned upon proper examination by such authorized representative.

9.9. The Warranty Period will apply to repair work done or replacement parts furnished only until the expiration of the warranty period covering the Product originally supplied.

9.10. Buyer shall make no claims on any legal ground whatsoever based on, and shall not be entitled to, indemnification, including without limitation, costs of demounting and installing any Product or replacement.

9.11. The foregoing Limited Warranty and related terms and conditions may not be changed except by express written agreement executed by an officer of RENK.

10. DISCLAIMER OF WARRANTIES

The remedy described in Section 9.3. is Buyer's sole and exclusive remedy for a breach of the limited warranty and for any other claim relating to the Products and related services, regardless of the basis of Buyer's claim, whether it is in contract, tort, express or implied warranty, strict liability or otherwise. NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, ARE, OR SHALL BE DEEMED TO HAVE BEEN, MADE BY SELLER NOW OR HEREAFTER, AND BUYER IRREVOCABLY WAIVES ALL SUCH WARRANTIES, REPRESENTATIONS OR GUARANTEES, OTHER THAN AS SET FORTH EXPRESSLY IN SECTION 9.3. OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. LIMITATION OF LIABILITY

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONTRACT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SELLER'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR

DAMAGES AT LAW OR IN EQUITY ARE IRREVOCABLY WAIVED BY BUYER. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SELLER'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE IRREVOCABLY WAIVED BY BUYER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES OF ANY TYPE, BY STATUTE, IN CONTRACT, TORT, STRICT LIABILITY, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE, HOWSOEVER ARISING IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE THEREOF EVEN IF SELLER WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIMS MADE MORE THAN SIX (6) MONTHS FROM THE AVAILABILITY DATE.

THE SOLE AND ENTIRE MAXIMUM COLLECTIVE LIABILITY OF SELLER, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE NON-COMPLIANT PRODUCTS PURCHASED.

12. RIGHTS OF CANCELLATION OF CONTRACT AND OTHER RIGHTS

12.1. Where Buyer provides written notice to RENK of a breach by RENK of the Contract, Buyer may terminate the Contract if RENK fails to cure the noticed default within a reasonable period of time following RENK's receipt of said notice.

12.2. Where RENK's ability to deliver an order becomes commercially impracticable as a result of an Event of Force Majeure (within the meaning set forth in Section 6 hereof) which delays or prevents delivery of product by RENK, RENK shall have the right to terminate the Contract in whole or in part, without liability to Buyer, by providing written notice of same to Buyer. This provision shall apply even where a time extension is initially agreed upon by RENK and Buyer.

12.3. Sections that by their nature survive expiration or termination shall survive any expiration or termination of the Contract.

13. PLACE OF PERFORMANCE AND JURISDICTION

13.1. The place of performance for both parties to the Contract shall be deemed to be the location where RENK's principal offices are registered in the United States of America. Any disputes between RENK and the Buyer arising, directly or indirectly, from or relating to the formation, interpretation, enforcement or liability under the Contract and the Terms hereof or the purchase or use of Products or related services shall be subject to the exclusive jurisdiction of, and decided by, the state and federal courts sitting in Greenville County in the State of South Carolina (the "Primary Courts"). Without limiting the foregoing exclusivity, where Buyer is from a jurisdiction that does not recognize for enforcement those judgments issued by the Primary Courts, RENK shall also have the right to enter an action relating to the Contract and the Terms hereof or the purchase or use of Products or related services in a court of competent jurisdiction for the location where Buyer's principal offices are registered.

13.2. The Contract and these Terms or the purchase or use of Products or related services shall be governed by, interpreted and enforced in accordance with the laws of the United States and of the State of South Carolina without reference to the conflict of laws principles of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not and shall not apply in any manner or for any purpose to the Contract.

14. INTELLECTUAL PROPERTY

Nothing in the Contract is to be construed as a grant or assignment of any license or other right to Buyer of any of RENK's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or related services arising out of the efforts of RENK and Buyer will be owned exclusively by RENK, and Buyer shall reasonably cooperate with RENK in confirming that result, including without limitation, execution of necessary or appropriate instruments of assignment. Buyer shall indemnify and defend RENK from all loss and liability resulting from or related to claims that design elements for the Products or related services that were provided by Buyer infringe the intellectual property rights of third parties.

15. CONFIDENTIAL INFORMATION

With respect to confidential information concerning the Products, the related services and the transactions subject to the Contract that Buyer comes to know either through disclosure from RENK or otherwise, Buyer (a) shall not disclose the information to any third party,
shall not use the information for any purpose other than evaluation and use of the Products, and (c) acquires no ownership, license or other interest in the information.

16. BUSINESS CONDUCT

Buyer represents that it has not made and promises that it shall not make any payment or gift to an employee or official of a government, political party or political candidate, government-owned or controlled company or public international organization to promote RENK's Products or services or to promote or facilitate the business interests of RENK.

17. MISCELLANEOUS

17.1. Export Administration. To the extent applicable to the Buyer, Buyer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Products, nor any direct product thereof is: (i) exported, directly or indirectly, in violation of Export Laws; or (ii) is intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

17.2. Relationship of Parties. The parties are not agents or legal representatives of each other. The parties to the Contract are independent contractors. No relationship of principal to agent, master to servant, employer to employee, or franchisor to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.

17.3. Assignment. Neither party may assign any of its rights or delegate any of its obligations under the Contract, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld) and any attempt to do so will be ineffective, except that either party may assign the Contract in its entirety (including all applicable purchase orders), without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party.

17.4. Entire Agreement. The Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of the Contract. The Contract may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage, or custom will be deemed to modify the Contract.

17.5. Severability. If one or more provisions of the Contract are held to be unenforceable under applicable laws, such provisions will be modified to the minimum extent necessary to comply with applicable law and the intent of the parties. Without limiting the foregoing sentence, these Terms are severable and if any one clause is found inoperable, such inoperability shall be limited to the clause in question with the remainder of these Terms remaining in force.

17.6. Notice. All notices required to be sent under the Contract will be in writing and will be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) to a party at such address as is set forth in the Contract (which addresses may be altered upon written notice to each party).

17.7. Waiver. The waiver by either party of any default or breach of the Contract will not constitute a waiver of any other or subsequent default or breach. No action, regardless of form, arising out of this Contract may be brought by either party more than one (1) year after the cause of action has arisen.

17.8. No Third Party Beneficiaries. The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract.

17.9. Interpretation. For purposes of the Contract, (1) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (2) the word "or" is not exclusive; and (3) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Contract as a whole.

17.10. Unless the context otherwise requires, references herein:
(x) to Sections refer to the Sections of these Terms; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings and captions in these Terms are for reference only and shall not affect the interpretation of these Terms or the Contract as a whole.

17.11. RENK's rights and remedies set forth in the Contract are in addition to all legal and equitable rights and remedies available to RENK.