

## General Terms and Conditions

IN ORDER FOR YOU TO PARTICIPATE IN THE PLATFORM, YOU MUST AGREE TO THESE GENERAL TERMS AND CONDITIONS. PLEASE READ THESE GENERAL TERMS AND CONDITIONS (THE "AGREEMENT"), OUR [PRIVACY POLICY](#) AND OUR [WEBSITE TERMS OF USE](#) CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW OR BY SIGNING THE SIGNATURE PAGE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY, AND TO BIND YOUR COMPANY TO ALL OF THE TERMS AND CONDITIONS AS HEREIN DESCRIBED AS OF TODAY'S DATE (THE "EFFECTIVE DATE").

By registering as a user of the Platform, you ("you" refers to you both (i) as an individual user and (ii) as an authorised representative (the "Authorised Representative") of the company you represent) agree that you are accessing the Platform and the Services on behalf of the company whose information you provided during the registration process (the "Supplier"). You hereby represent that you have the authority to legally bind, and you are duly authorised to enter into this Agreement on behalf of the Supplier. This website, the Services, the Platform and other services provided by Hubwoo are intended for use only by the Supplier and the End-Users. Your access to the Platform is conditioned upon acceptance of this Agreement. By clicking the "I AGREE" button below or by signing the Signature Page, you accept and agree to this Agreement and Hubwoo's [Privacy Policy](#) and [Website Terms of Use](#), as may be amended from time to time, on behalf of yourself, the Supplier and its End Users and further agree that this Agreement creates a binding contract between Hubwoo and the Supplier. Hubwoo and the Supplier may be referred to individually as "Party" and collectively as "Parties".

If you have any questions about this on-line agreement, or any of its terms and conditions, please stop any further use of this Website and contact Hubwoo immediately for further instructions.

The Supplier acknowledges, accepts and confirms that Hubwoo is not obliged to confirm by any means whether the Authorised Representative is actually authorised to bind the Supplier; any misrepresentation on the part of the Authorised Representative shall be deemed an internal-Supplier matter, and as such shall not relieve the Supplier from the obligations as herein described.

**1. Introduction.** Welcome to Hubwoo.com. Hubwoo (defined as Hubwoo USA L.P., having its registered office at 10777 Westheimer, Suite 900, Houston, TX 77042) offers a trading platform accessible via the world-wide web or similar electronic network (the "Platform") to buyers and suppliers in the course of their business. Buyers and suppliers can use the Platform to offer their products and buy products respectively. Private consumers are not allowed to use the Platform. Buyers and suppliers will conclude and execute those contracts solely and exclusively with each other. Hubwoo is not involved in contracts concluded between buyers and suppliers, neither as a contractual party nor as agent or intermediary.

**2. Scope of Services.** Hubwoo agrees to provide the Supplier with services such as catalog hosting and the supply of services to enable the Supplier to offer products on the Platform (the "Service").

**3. Supplier's duties and obligations.** Where the Supplier has chosen a tariff pertaining the provision of electronic product catalogs containing conditions and other information relating to product offerings by the Supplier (the "catalog"), the Supplier shall provide such catalogs with their Content and format complying with such specifications and/or standards as prescribed by Hubwoo, in order to enable Hubwoo to host these catalogs on the Platform. The Supplier shall negotiate specific price files with each buyers interested in his catalog, if applicable. The Supplier acknowledges that certain criteria may be applicable depending on that type of catalog provided to Hubwoo; such criteria is outlined in appropriate documentation provided to you by Hubwoo following registration. When using the Platform and the Service, carrying out trades over the Platform and placing Content, in particular catalogs, on the Platform, the Supplier shall at all times comply with applicable laws and regulations and must not infringe the rights of third parties. The Supplier is solely and exclusively responsible for the material he places on the Platform, in particular for his product offerings. The Supplier undertakes to only use the Platform and the Service in a way which does not have any negative or damaging effect on the Platform.

**4. License to Services.** Hubwoo grants the Supplier a non-exclusive, non-transferable, limited right to access and utilize the Services solely to facilitate the sale of his goods or services through the Platform provided that the Supplier remains current in all of his obligations under this Agreement. Hubwoo will also provide the Supplier and his end-users, i.e. any employee or other person or group of persons appointed by the Supplier to avail of the Services, as determined by the Supplier, on his behalf (the "End-User") with a unique identification number and a pass code to access the Services. All rights not expressly granted to the Supplier shall remain at all times with Hubwoo.

**5. License to Content.** The Supplier hereby grants to Hubwoo a royalty free, nonexclusive, worldwide license to use, reproduce, distribute, print, display, modify, reformat and transmit any content, data, information, and any other materials, trademarks, trade names or service marks (the "Content") that the Supplier provides or makes available to Hubwoo for the purpose of operating, supporting and marketing the Services. Hubwoo acknowledges that the Supplier's Content shall at all times remain his exclusive property. The Supplier agrees that all Content is received subject to conditions in the Hubwoo Privacy Policy Statement which is provided in the Service for review and is effectively incorporated by reference into this Agreement. Furthermore, the Supplier accepts that his contact information and details of his products offered shall be published in the Hubwoo sourcing guide for buyers to browse.

**6. Security.** The Supplier is responsible for maintaining the confidentiality of the passcode and is solely liable for all of his and his End-Users activities occurring under passcode and on the Services. The Supplier shall notify Hubwoo immediately upon learning of any unauthorised use of his user name or password. For any instruction, communication, Content or other information Hubwoo receives from someone using the Supplier's or his End-User's user name and password, Hubwoo is entitled to consider such transmission as having been sent by the Supplier and/or his End-Users. The Supplier also agrees to disable all automatic password retrieval features and to access the Services in a secure manner, with web browsers that utilize 128 bit SSL encryption, in accordance with Hubwoo's reasonable standards. In addition, the Supplier agrees that Hubwoo, in its sole discretion, may, upon 30 days notice, require new connectivity standards to access the Services.

**7. Usage Restrictions.** The Supplier agrees that he will not or through any subsidiary, machine, service or third party: (a) sell, lease, sublicense; decompile, disassemble, modify or reverse engineer, publish, distribute, perform, reverse engineer or write or develop any derivative software based on the Services, in whole or in part; (c) use or allow the Services to be used or installed in an unauthorised manner (including using the Services to provide competing services); (d) interfere with or attempt to interfere with the proper working of the Services; (e) post or transmit to the Services any unlawful, fraudulent, harassing, libellous, inappropriate or obscene data; or (f) post or send to the Services anything that contains a virus, bug, cancelbolt, worm, Trojan Horse or other harmful item. The Supplier also agrees to not perform any load testing on the Services, even if it is performed using test accounts, without Hubwoo's advance written consent. Any use, storage or distribution of the Services, or any related services not specifically listed in this Agreement is not authorised. Furthermore, subject to the terms of this Agreement, no part of the Platform may be stored, reproduced, transferred, distributed, transmitted or re-transmitted in any manner or by any means, including electronic, mechanical, reprographic and record, or otherwise without the prior written permission of Hubwoo.

## General Terms and Conditions

**8. Service Availability.** Hubwoo shall establish and maintain a connection between the Server (i.e. the software and/or hardware required to provide the Platform) and the internet. Due to repairs, maintenance and other work necessary from time to time, Hubwoo does not warrant that the Platform is available without interruption. The Platform is provided on an 'as is' and 'as available' basis. Hubwoo shall not be liable for downtime caused by the Supplier's connection to the Internet, the Supplier's systems or third party software or hardware, the availability of the Internet and the Internet backbone or Hubwoo maintenance. Hubwoo may in its sole discretion, modify the Services or its software or systems as needed to maintain operability and make commercially reasonable attempts to do so with minimal business disruptions.

**9. Modifications.** Hubwoo may at any time (and from time to time) vary or modify the layout and functionalities of the Platform in such a manner as it may in its absolute discretion see fit. In the case of material variations or modifications, Hubwoo shall give the Supplier not less than 6 weeks' prior written notice detailing the changes. Upon receipt of this notice, the Supplier may terminate this Agreement with four weeks' prior written notice. In any other case, Hubwoo shall as soon as practicable notify the Supplier of the variation or modification.

**10. Confidential Information.** In order to facilitate interaction among users of the Service, the Supplier may be allowed to access certain information about other users. In all cases, the Supplier must give such users an opportunity to remove themselves from his database and a chance to review what information the Supplier has collected about them. In addition, under no circumstances, except as provided in this Agreement, can the Supplier and/or his End-Users disclose personally identifiable information about another user to any third party without Hubwoo's and such other user's prior written consent. In addition, each party shall maintain confidential any information disclosed to it by the other party which, by its nature, is considered confidential and shall not disclose such information to third parties. The obligations under this clause shall survive the variation, expiry or termination of this Agreement.

**11. Payment. A.** The Authorised Representative, on behalf of the Supplier, agrees to correctly fill out the entire Contact and Set-up Information registration form (the "Form") provided as part of the registration process and notify Hubwoo immediately in the event the Form information changes. The Supplier agree to pay the fees for the Annual Subscription Fee provided in the Fee section of the registration process and for any document routing fees, transactional or other additional services (Supplements) that the Authorised Representative selects in the Form (the "Fees"). Unless otherwise stated in the Form, the Supplier's subscription to the Services is annual. In addition to paying the Services Fees, the Supplier is responsible for paying all applicable taxes, VAT and any other government imposed payments other than taxes based on Hubwoo's income. New Supplements that result from a modification of the existing Services or Supplements may be subject to additional charges, which shall be clearly identified and agreed upon by the Parties in a separate electronic or written agreement. Notwithstanding the foregoing, where the Supplier has executed an additional fee structure indicating his requested bundle pertaining his expected document volume for each calendar year ending 12/31 (i.e. number of purchase orders and invoices) (the "Additional Fee Structure") and where the Supplier exceeds the limits within his chosen bundle, Hubwoo reserves the right to automatically move the Supplier into the next highest bundle tariff and invoice the Supplier accordingly. Furthermore, Hubwoo reserves the right to backdate the additional fee associated with the next highest tariff from when the Supplier exceeded the limits in his original bundle. If any sum due from the Supplier to Hubwoo under this Agreement is not paid within ten (10) days after the due date, in addition to any other remedies afforded to Hubwoo, Hubwoo may refuse access to the Platform until payment of the sum due. All amounts payable under this Agreement shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Supplier, save in respect of any amounts which have been determined as a result of legal process or which are uncontested.

**B.** In addition to the foregoing and where appropriate, the Supplier acknowledges the different pricing for catalog and non-catalog transactions. The Supplier further acknowledges that transactions are determined as being catalog or non-catalog based on the field information completed by the Buyer upon issuing the purchase order. In the event where this field is incorrectly completed by the Buyer, this may result in an incorrect invoice being issued by HUBWOO for the transaction fees. In such an event, HUBWOO takes no responsibility for the error on the part of the Buyer, and all invoices remain payable in accordance with this Clause 11. In addition to the foregoing, where the Buyer incorrectly completes a purchase order and either (a) mistypes the quantity of the product being ordered; (b) inserts an incorrect price; (c) the order is not fulfilled due to the Buyer's error or includes any other error which effects the value of the purchase order and thus results in an incorrect transactional invoice being issued by HUBWOO, the Supplier's exclusive remedy is to clarify the error with the Buyer directly. HUBWOO will only adjust transactional invoices upon written notice from the Buyer confirming the error.

**C.** Notwithstanding the aforementioned Paragraph A, and in the event where the Supplier transacts with one exclusive Buyer, who has contractually agreed to remit payment of the Supplier's fees on behalf of the Supplier (the "Exclusive Buyer"), and where the Supplier, in addition, does not require a full integration service, the Exclusive Buyer shall remit payment, on the Supplier's behalf, for the fees associated with the setup and usage of the services. However, where the Supplier wishes to avail of Hubwoo's full integration service, i.e. automatically integrate the transferred documents into their own ERP system, the Supplier acknowledges that the associated setup and maintenance costs shall not be carried by the Exclusive Buyer, whereby the Supplier shall be exclusively responsible for those fees. In addition, the Supplier further acknowledges that should he transact with another additional Buyer, he shall be exclusively liable, in accordance with HUBWOO's standard pricing, for the fees associated therein. In addition, where the Exclusive Buyer decides, in their sole discretion, to discontinue paying for the appropriate Services on behalf of the Supplier, the Supplier shall receive 3 months prior written notice to that effect. Upon receipt of this notice, the Supplier can decide to continue using the Services and take over responsibility for the appropriate fees or terminate this Agreement in accordance with Clause 15.

**12. Invoicing.** Hubwoo will send invoices to the Supplier's billing contact identified in the Form and may assess interest charges of 1½% per month for late payments. Upon receipt of invoice, the Supplier agrees to pay all invoices within 30 days of the date of the applicable invoice. The Supplier acknowledges that Hubwoo may in its sole discretion charge an early cancellation fee if the Supplier cancels any Service prior to the expiration of his Service term which the Supplier agrees is a payment of liquidated damages and not a penalty. Hubwoo may assign unpaid late balances to a collection agency for collection and if legal action is taken to collect on balances due, the Supplier agrees to reimburse Hubwoo for all expenses incurred to recover Fees due, including attorneys' fees and other expenses.

**13. Credit Card Payment.** Hubwoo may, in its sole discretion, agree to allow the Supplier to pay Fees by debit or credit card (that is, "charge" the Supplier). If the Supplier will pay by charge, the Supplier agrees to provide Hubwoo with an authorised credit card name, number and date of expiration, and proper debit authorization for purposes of allowing Hubwoo to charge the applicable account to collect Fees due under this Agreement. By authorizing Hubwoo to charge a credit or charge card, the Supplier is authorizing Hubwoo or its respective designated representatives or agents to automatically continue charging that card (or any replacement credit card account if the original card is renewed, lost, stolen, or changed for any reason by the credit-issuing entity, and such entity informs Hubwoo of such new replacement card account) until this Agreement is terminated and all Fees are paid in full. If the Supplier's credit card fails to validly pay the Fees due to Hubwoo may terminate or suspend, in its sole discretion, the Supplier's access to any of the Services.

**14. Proprietary Rights.** All title, right and interest to the Content submitted to Hubwoo pursuant to this Agreement shall remain the

## General Terms and Conditions

property of the applicable Supplier or other third party owners. If Hubwoo believes or is noticed that such Content may violate a third party's intellectual property rights or applicable law, the Supplier agrees that Hubwoo may immediately remove such Content without incurring any liability to the Supplier. All interest, title and right to intellectual property rights connected with Hubwoo, the Platform, and any related software, documentation or information, in whole or in part shall vest with and remain the exclusive property and confidential information of Hubwoo and its third party licensors. The Supplier agrees not to share any Hubwoo Confidential Information except as expressly authorised by Hubwoo.

**15. Term and Termination.** This Agreement shall commence once the Authorised Representative clicks the 'I AGREE' button or signs the Signature Page and shall continue for a minimum term of one year. Thereafter, it shall continue in yearly increments. Upon conclusion of the first year, either Party may terminate this Agreement for any reason after providing the other Party with at least ninety (90) days advance written notice to the end of each contract year. Hubwoo may immediately terminate this Agreement and may suspend the procession of any pending or future transaction documents between the Supplier and a buyers in the event the Supplier fails to pay any amount due to Hubwoo within ten (10) calendar days of written notice of such non-payment, or where Hubwoo reasonably believes that the Supplier has or will suspend his business activities, become insolvent or subject to bankruptcy or insolvency, or are in violation of the Sections 6 or 7. Upon termination, the Supplier shall immediately discontinue use of the Services and immediately pay all outstanding Fees in full. The Supplier shall not be entitled to a refund of any Fees except when Hubwoo is not terminating this Agreement for breach in which case the Supplier will receive a pro-rata portion of Fees unused for the period following the termination. The Supplier may terminate this Agreement upon 30 days prior written notice in the event where the Exclusive Buyer, in their sole discretion, decides to no longer remit payment for the appropriate Services on behalf of the Supplier. Sections 7, 10, 12 and 14 through 23 shall survive termination of this Agreement

**16. Warranties.** Each Party warrants that it has the authority to enter into this Agreement. The Supplier warrants that: (a) the Authorised Representative, the Supplier's authorised users have authority to act on behalf of the Supplier; and (b) all Content submitted by the Supplier to Hubwoo will not infringe on any third party's rights, violate any applicable law, statute, ordinance or regulation; or contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines. Hubwoo assumes no liability for the input of price data by the Supplier into the Supplier's price files. The Supplier shall remain responsible in this regard and acknowledges that Hubwoo is not involved in this process. The Supplier further accepts that Hubwoo cannot gain access to such price files and agrees to hold Hubwoo harmless and without fault or liability whatsoever where an input mistake by the Supplier as it relates to price data results in competitors or other such third parties gaining access or becoming aware of the price information contained in these price files. Without limiting the foregoing, Hubwoo will take every commercially practical measure available to prevent competitors and other third parties from gaining access to the said price files, and in the event of a dispute at law or in equity, the burden of proof in this regard shall rest entirely with the Supplier. Hubwoo further warrants that all information at its disposal that is contained in the price files of the Supplier shall be handled with a fully confidential manner by employees of Hubwoo. THE SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE.

**17. Indemnification.** Each Party will indemnify, defend and hold harmless the other Party and its affiliates, agents, officers and employees against all claims, actions, liabilities, losses, expenses, damages and costs and reasonable legal fees against any third party claim arising out of a breach of this Agreement. The Supplier shall also indemnify, defend and hold harmless Hubwoo and its affiliates, agents, officers and employees from any claim based upon alleged errors, omissions or misrepresentations in his Content or claims related directly or indirectly to his sale of goods or services, including the quality of, shipment of, keeping of, or payment for goods or services.

**18. Infringement.** Hubwoo agrees to defend or at its option settle any claim brought against the Supplier for infringement of any applicable copyright, trade secret or trademark by the Supplier's use of the Services and to indemnify the Supplier against damages and costs assessed against the Supplier under any such claim or action provided that the Supplier gives Hubwoo: (a) prompt written notice of the possibility or existence of any such claim; (b) sole control and authority over its defence or settlement; and (c) full information and cooperation. In addition, Hubwoo may, at its sole option, either: (a) procure for the Supplier the right to use the infringing Services; (b) replace the infringing Services with non-infringing, functionally equivalent services; (c) modify the infringing Services so that they are not infringing; or (d) cease to provide the infringing Services, refund any unused Fees on a pro rata basis and terminate this Agreement, and in such case Hubwoo will have no further obligations or liability with respect to the infringing Services to the Supplier in any way. Notwithstanding the foregoing, the indemnity as herein defined shall not apply to the extent such a claim brought against the Supplier resulted from the Supplier's use of or conduct relating to the Platform or the Service or to the extent that any such damage, loss, liability or expense arises from the Supplier's breach of this Agreement, gross negligence or wilful misconduct.

**19. Disclaimer.** The parties expressly agree and understand that Hubwoo: (a) DOES NOT CONTROL OR REVIEW FOR ACCURACY, ERRORS OR DUPLICATION, ANY transaction information contained in transaction documents, the quality or availability of goods or services, or the terms and conditions on which those goods or services are offered, purchased or delivered; (b) is NOT a party to, third party beneficiary of, or a guarantor of performance under any agreement between the Supplier and ANY buyers or other third party; (c) makes NO representations or warranties of any type, express or implied including from a course of dealing or usage of trade, with respect to the Services, the Services software, or the quality of any goods or service offerings of any site, person, or business to which the Platform, the Services software or the Services may be linked. The Supplier expressly releases Hubwoo of any liability related to a buyer's or other third Party's election to discontinue conducting transactions with the Supplier. Hubwoo reserves the right, in its sole discretion, to subcontract any or all of the Services. In the event where such a subcontractor declares bankruptcy or becomes insolvent, this shall be treated as a *force Majeure* event, whereby Hubwoo shall inform the Supplier whether the Service (or part thereof) is affected. To the extent that this affects Hubwoo's ability to provide the Service (or part thereof), the Supplier shall be informed without undue delay as to the steps which Hubwoo is taking to restore the Service (or part thereof). In no circumstances shall Hubwoo be liable to the Supplier for such an interruption and no termination rights shall be granted to the Supplier in this regard. Any representation or warranty not expressly contained in this Agreement will not be enforceable.

**20. Liability Limitation.** NEITHER PARTY'S LIABILITY (TOGETHER WITH THAT OF ITS AGENTS, OFFICERS, AFFILIATES, CONTRACTORS AND EMPLOYEES) TO THE OTHER PARTY FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE SERVICES AND ANY SUPPLEMENTS SHALL EXCEED THE FEES ACTUALLY PAID BY THE SUPPLIER TO HUBWOOD DURING THE 12 MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR DAMAGE. IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LAIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMGES (INCLUDING WITHOUT LIMITATION DAMAGES FROM HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS, DAMAGES TO PROPERTY AND THIRD PARTY CLAIMS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF NOTICE TO A PARTY OR WHERE ANY PERMITTED REMEDY HAS FAILED ITS

## General Terms and Conditions

### ESSENTIAL PURPOSE.

**21. Notices.** All notices shall be delivered in person, by FAX, overnight courier service, or mailed by first class or registered mail to the respective General Counsel's office (or as otherwise identified by a Party) and shall be deemed to have been given upon receipt.

**22. Interpretation.** THIS AGREEMENT SHALL BE GOVERNED SOLELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING BOTH ITS CONFLICT OF LAW PRINCIPLES AND THE UN CONVENTION FOR THE INTERNATIONAL SALES OF GOODS, AND THE PREVAILING PARTY IS ENTITLED TO RECOVER COSTS AND REASONABLE ATTORNEY'S FEES FROM THE OTHER PARTY. If any provision of this Agreement is held invalid, the remaining terms and conditions of this Agreement remain in full force and effect. The failure of either Party to enforce any of the provisions in this Agreement shall not be deemed to be a waiver of the right to enforce any such provisions. This is an integrated Agreement and all Fee schedules, Supplements or attachments incorporated herein shall constitute the entire, final agreement between the Parties; it may not be modified or amended except in a writing signed by a duly authorised representative of each Party.

**23. Miscellaneous.** To the extent the Supplier's registered office is located in the United States, the Supplier represents and covenants that he will not use the Services in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. Neither this Agreement nor any rights under this Agreement may be transferred or assigned by the Supplier without the prior written consent of Hubwoo which will not be unreasonably denied. Except for the obligation to make payments, non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, weather, blackouts, governmental acts, failure of suppliers or the Internet, acts of God, terrorism, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party. Neither Party shall disclose or provide the pricing, Fees, terms, conditions or other content of this Agreement or any Supplement(s) to any third party. The relationship of Hubwoo and the Supplier established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to constitute otherwise. Hubwoo reserves the right, in its sole discretion, to subcontract any or all of the Services. Any third party restrictions or additional terms and conditions which are imposed on Hubwoo in its provision of the Services to the Supplier, including without limitation those on websites to which the Supplier links or utilizes via the Services automatically flow down to and are binding upon the Supplier and are incorporated by reference herein. The invalidity or unenforceability of any term of, or any right arising pursuant to, this Agreement shall not affect the validity or enforceability of the remaining terms or rights. If any provision is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

**THESE GENERAL TERMS AND CONDITIONS IS A LEGAL CONTRACT THAT WILL BIND HUBWOO, YOU AND YOUR COMPANY AS SOON AS YOU CLICK THE "I AGREE" BUTTON BELOW OR SIGN THE SIGNATURE PAGE. YOU HEREBY AFFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN BY CLICKING THE "I AGREE" BUTTON BELOW OR SIGNING THE SIGNATURE PAGE. YOU FURTHER AFFIRM THAT YOU ARE DULY AUTHORISED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SUPPLIER AND YOU AGREE ON BEHALF OF THE SUPPLIER TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN BY CLICKING THE "I AGREE" BUTTON BELOW OR BY SIGNING THE SIGNATURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS ON BEHALF OF THE SUPPLIER WHICH YOU REPRESENT OR IF YOU DO NOT HAVE THE AUTHORITY TO DO SO, SELECT "I DO NOT AGREE".**