



STANDARD TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

These Terms and Conditions, the attached quotation or acknowledgement and all documents incorporated by specific reference therein, will be the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of goods ("Goods") and provision of services ("Services"), as applicable, by Interroll USA, LLC. ("Seller") to Customer ("Buyer").

Buyer's acceptance of the Goods and Service will manifest Buyer's agreement to these Terms and Conditions. If these Terms and Conditions differ in any way from the terms and conditions of Buyer's order, or other documentation, this document will be construed as a rejection of any of Buyer's terms and conditions that conflict with the Agreement.

1. PRICES

Unless otherwise specified in writing by Seller, Seller's price for the Goods and Services will remain in effect for thirty (30) days after the date of seller's quotation or acknowledgment of Buyer's order for the Goods, Services, or both, whichever occurs first. Seller's price for Goods and Services will expire if (a) Seller rescinds its price in writing, or (b) Buyer does not provide an unconditional, complete acceptance of the Agreement and authorization for the immediate shipment of the Goods and provision of Services, as applicable within such time period. Unless and until such acceptance and authorization are by Seller within such period, Seller shall have the right to change the price for the Goods or Services to Seller's price at any time prior to shipment.

2. TAXES

Buyer represents and warrants that it will pay all sales, use, ad valorem or other taxes due as a consequence of its purchase of the Goods or Services. Buyer agrees to indemnify, defend, and hold Seller harmless for any liability, cost or expense incurred by Seller as a result of Buyer's failure to pay all taxes, duties, levies or other such obligations. In the event that any fee, tax, governmental charge, law, regulation, statute or other obligation imposed by law (each a "Legal Obligation") is enacted after Seller issues its quotation or proposal, Seller shall be entitled to a price increase commensurate with the impact upon Seller of such Legal Obligation in performing its obligations (including but not limited to costs of procuring materials, producing Goods, performing Services, or otherwise). Such price increase may be imposed either before or after the parties execute any formal Agreement.

3. TERMS OF PAYMENT

Unless otherwise stated on the applicable quotation, all payment is required on a net thirty (30) basis, with payment due thirty (30) days from date of Seller's invoice. All payments are due in

U.S. currency. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate of the lesser of 1.5% per month or the maximum rate permitted by law from the date on which it is due until it is paid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further performance under this Agreement, other agreements, or both with Buyer in the event Buyer fails to make any payment when due. In the event that Seller prevails (in whole or in part) in any dispute arising from or relating to this Agreement, Buyer shall be liable for all of Seller's expenses, including Seller's attorney's fees and costs, relating to such dispute. For orders and combined orders for Specific Projects over \$50,000, the Buyer shall pay in accordance with the following payment terms:

GOODS

- 30% of the Contract Sum shall be due and payable at the time the order is placed;
- 60% of the Contract Sum shall be due and payable prior to shipment;
- 10% of the Contract Sum shall be due and payable within 30 days following delivery of the Goods

SERVICES

- 30% of the Contract Sum shall be due and payable at the time the order is placed;
- 60% of the Contract Sum shall be due and payable prior to commencement of the Services; and
- 10% of the Contract Sum shall be due and payable within 30 days following the completion of the Services.

Seller's election to extend credit with respect to any transaction shall not be construed to require Seller to extend credit with respect to any other or future transaction.

4. SHIPMENT AND DELIVERY

Shipments are made FOB Sellers shipping point. Any claims for shortages or damages suffered in transit shall be submitted by the Buyer directly to the carrier. While Seller will use reasonable commercial efforts to maintain the delivery date acknowledged or quoted by Seller, all shipping dates are approximate. Seller reserves the right to make partial shipments and to segregate "specials" and made-to-order Goods from normal stock Goods. Seller shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions, or at any time in which Buyer is in default of its obligations under this Agreement or any other agreement with Seller. Buyer shall carefully inspect all shipments and shall notify Seller in writing within forty-eight (48) hours of any nonconformities, defects, or deficiencies within Seller's delivery. Buyer shall review the Services performed, and any product thereof, and shall promptly notify Seller of any noncompliance or nonconformity within forty-eight (48) hours of the performance of same. Failure to provide preserve such nonconformities, defects, or deficiencies, and to provide notice within such 48-hour period shall constitute a waiver of any and all rights with respect to such nonconformities, noncompliance, defects, or deficiencies.

5. RETURNS AND CANCELLATION

All sales and orders are final as of the date executed unless otherwise specified and agreed in writing. All returns must be approved in advance and must have an authorized notification assigned to the item(s) prior to being received. Items must have the notification number clearly marked on the outside of the carton. Items returned without a notification number may be refused. Built to order, custom, standard, and non-standard products may or may not qualify for return at Seller's sole discretion. If approved for return, Seller may, at its election, require restocking charges, re-work charges, or both. Buyer is responsible for all return freight charges and Goods must be suitably crated by the Buyer to prevent damage.

Buyer may terminate any order for convenience at any time, provided that upon such termination, Buyer shall be responsible for all costs incurred or committed as of the date of such termination (including demobilization costs), overhead and profit thereon, and anticipated overhead and profit on the unused portion of the Services, the cancelled portion of the Goods, or both.

6. QUANTITY

Any additional Goods or Services requested after the order has been placed shall be priced at the price per item charged for the specific quantity ordered, and are subject to confirmation by Seller. All Goods are subject to normal manufacturing variations of Seller and its raw materials suppliers. Seller reserves the right to change raw materials specifications and raw materials at any time and assumes no obligation to continue to supply any project or products previously sold. Seller cannot guaranty additional Services will be performed by any particular personnel, including such personnel as performed the Services included in the order.

7. LIMITED WARRANTY (GOODS)

Subject to the limitations of this Section 7, Seller warrants that it shall repair or replace (at its sole election) any material defects in materials and workmanship under normal use, service and maintenance for a period of two years (unless otherwise specified by Seller in writing) from the date of shipment of the Goods by Seller (the "Warranty Period"). This two-year Warranty Period is based upon two-shifts, five days per week operation, and shall be deemed proportionately shortened to the extent of use beyond such standard. THE WARRANTY SET FORTH IN THIS PARAGRAPH 7 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS, AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

Seller's warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application, or where the Seller first received written notice of same after the expiration of the Warranty Period. Should Buyer discover any

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defects within the Warranty Period, Buyer shall notify Seller thereof in writing. Seller shall, at its option, repair or replace defective part after inspection of said part. Such repair or replacement shall be Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability for any defect or deficiency in any Goods provided by Seller. Buyer will be responsible for all shipping costs associated with any warranty claim. Buyer shall obtain Seller's pre-approval of any shipment, which shall be made via pre-paid shipping of the part to Seller's facility for inspection, repair, or replacement. Repaired or replaced defective items will be returned to the Buyer at no charge (standard ground transportation, air freight not included). Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. Warranty does not include installation expenses. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

THIS SECTIONS 7 SHALL APPLY TO ANY ENTITY OR PERSON WHO MAY BUY, ACQUIRE OR USE SELLER'S GOODS DIRECTLY FROM SELLER OR DIRECTLY FROM SELLER'S AUTHORIZED DISTRIBUTOR, PROVIDED THAT SUCH ENTITY OR PERSON SHALL BE BOUND BY THE LIMITATIONS SET FORTH HEREIN.

8. LIMITED WARRANTY (SERVICES)

Subject to the limitations of this Section 8, Seller warrants that all Services shall be performed in a good and workmanlike manner, and shall materially conform to the requirements set forth in the Order, and that if such Services do not comply with such standard, Seller shall, at its sole election, reperform such Services or refund an amount to Buyer proportionate to the value of the nonconforming Services. Such reperformance or refund shall be Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability for any noncompliance or nonconformity in any Services provided by Seller provided by Seller THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S SERVICES ARE SPECIFICALLY DESIGNED BY SELLER FOR BUYER'S USE OR PURPOSE.

9. LIMITATION OF LIABILITY

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN DELIVERY OF GOODS, OR PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE DAMAGE THAT BUYER MAY INCUR AS A RESULT.

IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), SHALL SELLER'S AGGREGATE LIABILITY TO BUYER AND ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

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BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER, ITS CUSTOMERS, OR ANY THIRD PARTY INCLUDE INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, STATUTORY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, COST OF CAPITAL AND DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF REPUTATION OR OPPORTUNITY, LOSS OF FINANCING OR OTHER DAMAGES OF SIMILAR NATURE. BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY CLAIM BY ANY CUSTOMER OF BUYER SEEKING CONSEQUENTIAL DAMAGES. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods or provision of Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

10. EXCUSE OF PERFORMANCE

Seller's performance of its obligations hereunder (whether in connection with Goods, Services, warranty obligations, or otherwise) shall be excused to the extent impacted by acts of God, acts of Buyer, war, government agency, fire, flood, other severe weather, sabotage, pandemics, epidemics, or public health events (including but not limited to impacts of the coronavirus known as COVID-19); strikes or labor disturbances; governmental requests, restrictions, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or performance of Services may be delayed suspended for an appropriate period of time as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes addressed in this Section 8, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines fit, in its sole discretion, without liability for any failure of performance which may result therefrom. Deliveries suspended or not made by reason of this section may be canceled by Seller upon notice to Buyer without liability, but the balance of the Agreement shall otherwise remain unaffected. If the delay caused by any event or condition excusable under this Section 10 exceeds thirty days, Seller may, at its sole election cancel such Agreement and in such event, Seller's sole and exclusive liability will be to refund any amounts paid by Buyer.

11. CANCELLATION

Buyer may not cancel, reduce, change, or suspend any Order without Seller's written consent. Upon any approved cancellation, the Buyer shall be subject to cancellation charges which include, among other things, all costs and expenses incurred and commitments made by the Seller, as well as reasonable overhead and profit on all Goods and Services performed and cancelled under the Order.

12. CHANGES

Buyer may request changes or additions to the Goods and Services consistent with Seller's specifications and criteria, provided that Seller reserves the right to reject such changes for any reason. In the event Seller accepts any change proposed by Buyer, Seller may revise the price and delivery schedule for such Goods, and schedule of performance for any Services. Seller

reserves the right to make minor changes to the design and specification for the Goods and Services where such changes will not materially impact Buyer, based upon Buyer's reasonably anticipated use of the Goods or Services. Seller may make any such change without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

13. INTELLECTUAL PROPERTY

All intellectual property created by Seller in connection with the provision of any Goods or Services shall remain the sole and exclusive property of Seller. In no event shall any title or license to any intellectual property, whether held by Seller prior to the Order, or developed during or after Order transfer to Buyer in connection with the Order. Buyer shall execute any document at its sole cost at Seller's request to confirm Seller's ownership of all intellectual property associated with the Goods and Services provided. All training or instructional material developed or provided by Seller shall remain the sole and exclusive property of the Seller.

14. ASSIGNMENT

Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment, without such consent, shall be void.

15. PATENTS AND COPYRIGHTS

Subject to Section 7, Seller warrants that the Goods and Services (and any products thereof) sold, except as are made specifically for Buyer according to Buyer's specifications, and to the best of Seller's knowledge do not infringe any valid U.S. patent or copyright in existence as of the date of delivery. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (I) of such Goods, or (II) of any combination of Goods in a system designed by Seller. In the event such Goods, singularly or in combination, are held to infringe a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise by Seller, Seller shall have the right, at its option and expense, and as its sole liability and obligation to Buyer hereunder to (a) procure for Buyer the right to continue using such Goods, (b) replace them with non-infringing Goods; (c) modify same to become non-infringing; or (d) grant Buyer a credit for the depreciated value of such Goods and accept return of them. With respect to Services, Seller may, at its sole option reperform such services in a non-infringing manner or refund a portion of the purchase price commensurate with the infringing Services. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and that Buyer cooperate fully with Seller and permit Seller to control completely the defense or compromise of any such allegation of infringement. If Seller is subject to any lawsuit, demand, demand for arbitration, or other proceeding alleging infringement or other violation arising from the intellectual property arising from Buyer's specific instruction, Buyer shall indemnify, defend, and hold Seller harmless from and against any costs, expense, settlement, fees, attorneys' fees and costs, or other obligations or losses resulting therefrom.

16. INDEMNIFICATION

To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Seller and their agents and employees from claims, demands, causes of actions and liabilities of every kind and

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nature whatsoever arising out of or in connection with Seller's provision of Goods, performance of Services, or both. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Buyer, or their agents or employees, but Buyer shall not be obligated to indemnify any party for claims arising from such party's sole negligence or willful misconduct or the agent or employees of such parties, or caused solely by the designs provided by such parties (except to the extent that any Third Party seeks Consequential Damages from Seller, in which case Buyer's indemnity obligation shall apply only to such claims). The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of the parties' agreement. This Section 16 shall survive any termination of this agreement.

17. TOOLING

Tool, die, and pattern charges, if any, are not part of the purchase price and, unless separately stated, require payment in addition to the price of the Goods. Such amounts are due and payable upon completion of the tooling. All such tools dies and patterns shall be and remain the property of Seller unless otherwise agreed. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interests in, or rights to possession or removal, nor prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reverence to this provision. All dies and tools are integral parts of Seller's manufacturing process and all charges paid for by same by Buyer will be consider part of the purchase price of goods ordered. Buyer shall acquire no title in such dies and tools and shall have no right to remove same from Seller's possession, provided, however, that all tools and dies ordered by Buyer shall be used exclusively for its work. Tools and dies inactive for a period of three (3) years following the most recent order are subject to loss of exclusivity or other disposition by the Seller, without notice, at Seller's sole discretion.

18. MISCELLANEOUS

These terms and conditions set forth the entire understanding and agreement between Seller and Buyer, and supersede all other communications, negotiations and prior oral or written statement regarding the subject matter of these terms and conditions. No third party shall be deemed an intended beneficiary of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions of this Agreement, or any Sale hereunder shall be binding upon the Seller unless made in writing and signed on its behalf by an officer of the Seller. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acceptance of purchase orders or shipping instruction forms containing terms at variance with or in addition to those set forth herein. No waiver by Seller with respect to any breach or default or any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. Seller is not responsible for typographical or clerical errors made in any quotation, orders or publications. All such errors are subject to correction. The validity, performance, and all other matters relating to interpretation and effect of this contract shall be governed by the law of the state of Georgia, and any dispute arising from or relating to this Agreement shall be resolved solely and exclusively in the courts located in Paulding County, Georgia.

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