

Relevant Industrial, LLC
Standard Terms and Conditions

1. **Definitions** –
 - 1.1 “**Contract**” means these Terms and Conditions, together with consistent terms provided by Seller in the Seller Document.
 - 1.2 “**Customer**” means the entity to which Seller is providing Services or Products under the Contract.
 - 1.3 “**Products**” mean the equipment, parts, materials, supplies, and other goods described in the Contract that Seller has agreed to supply to Customer under the Contract.
 - 1.4 “**Engineered Product**” means a Product that is engineered, manufactured, and, from time to time, designed, by Seller, and that is sold by Seller to Customer.
 - 1.5 “**Other Product**” means any Product sold by Seller to Customer, other than an Engineered Product. For the avoidance of doubt, the term “Other Products” includes but is not limited to Products on which Services, like cut-to-order Services, are provided by Seller for Customer.
 - 1.6 “**Seller**” means Relevant Industrial, LLC or its subsidiary or affiliate (including, but not limited to, Relevant Solutions, LLC, Precision Fitting & Gauge, 505 Industrial, J&W Instrument and Mid-South Sales) identified in the Seller Document.
 - 1.7 “**Seller Document**” means the quotation, proposal, order acknowledgment, invoice or other document provided by Seller to Customer in connection with the sale of the Products and Services and into which these Terms and Conditions are incorporated.
 - 1.8 “**Services**” means the services described in the Contract that Seller has agreed to perform for Customer under the Contract, which may include, but is not limited to, repair services, maintenance services, installation services, cut-to-order services, or other similar product-sizing services.
 - 1.9 “**Terms and Conditions**” means these Relevant Industrial, LLC Standard Terms and Conditions.
2. **Controlling Terms** – This document constitutes Seller’s offer or counter-offer to sell the Products and/or Services to Customer in accordance with these Terms and Conditions, is strictly limited to the terms and conditions contained herein, is not an acceptance of any offer made by Customer, and shall not be suspended, amended, or superseded by any purchase order or other document issued subsequently or previously by Customer. Seller hereby objects to any additional or different terms contained in any purchase order, request for proposal, acknowledgement, or other communication previously or hereafter provided by Customer to Seller. No such additional or different terms or conditions will be of any force or effect. Seller’s acceptance is expressly made conditional upon Customer’s assent solely to the terms contained herein. Acceptance by Customer of any Products or Services of Seller shall be deemed to constitute assent by Customer solely to the terms of the Contract. No waiver or alteration of, or addition to the terms and conditions contained in the Contract shall be binding on Seller unless expressly agreed to in writing by an executive officer of Seller. The Contract constitutes the entire agreement between Seller and Customer on the subject of the transaction described in the Seller Document and these Terms and Conditions; there are no conditions to the Contract that are not so contained or incorporated. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract. This offer may be revoked by Seller at any time before it is accepted by Customer, and will automatically expire fourteen (14) days after its date if Customer has not accepted it before then. Neither Customer’s acceptance of this offer nor any conduct by Seller (including but not limited to shipment of Products) will oblige Seller to sell to Customer any quantity of Products in excess of the quantity that Customer has committed to purchase from Seller at the time of such acceptance or conduct. No order shall be binding upon Seller until received and accepted by Seller in its sole discretion.
3. **Prices** – Customer agrees to pay Seller for the Products and Services in accordance with the rates and/or prices set forth in the Seller Document or, if no rates and/or prices are set forth in the Seller Document, then in accordance with the rates and/or prices then in effect in Seller’s current rate and/or price schedule (which is subject to change by Seller from time to time upon publication of an updated rate and/or price schedule by Seller, without notice), as such rates and/or prices may be adjusted pursuant to any price adjustment provisions set forth in the Seller Document (including, without limitation, any index-based price adjustments) and/or pursuant to Section 4 of these Terms and Conditions, plus any taxes or other amounts due for parts, freight, transportation, crating, handling, storage, processing or other charges incurred by Seller in connection with providing the Products and/or Services. Any estimates given by Seller are to be considered as approximate only.
4. **Price Changes – Notwithstanding anything to the contrary in this Contract, all prices are subject to change by Seller, before and/or after acceptance by Customer of Seller’s offer or counteroffer.** In the event Seller incurs increased costs (including, without limitation, increases in costs caused by tariffs, inflation, transportation, raw material shortages, labor costs, and/or machinery costs), Seller may from time to time equitably increase prices and/or apply surcharges on Products and Services to recoup those costs plus Seller’s customary profit, whether before or after acceptance of an order by Seller, by providing written notice to Customer at least two (2) weeks prior to the expected shipment date of the Products or performance of Services (an “**Equitable Price Change**”). No later than five (5) calendar days after Customer’s receipt of such notice of an Equitable Price Change, or, in the case of an Equitable Price Change to an Engineered Product, no later than ten (10) calendar days after receipt of such notice of an Equitable Price Change, Customer shall have the right to notify Seller in writing of Customer’s objection to the Equitable Price Change (“**Customer Objection**”). Unless a Customer Objection is so timely received by Seller, Customer shall be deemed to have accepted the Equitable Price Change. Upon Seller’s receipt of timely written notice of a Customer Objection, Seller may, without liability, either, at Seller’s option, (a) cancel the applicable order and/or terminate this Contract immediately upon notice to Customer, or (b) supply the Products or Services to Customer in accordance with the order without giving effect to the Equitable Price Change. In the event that Seller cancels the applicable order and/or terminates this Contract, any and all balances owed by Customer to Seller for obligations under this Contract that are then outstanding shall become immediately due and payable without further notice or demand, which is hereby expressly waived by the parties.
5. **Freight and Other Costs** – Regardless of shipping term, unless otherwise set forth in the Seller Document, freight, transportation, crating, handling, storage and additional shipment processing costs are not included in the prices quoted by Seller, and Customer is solely responsible for freight, transportation, crating, handling, storage and additional shipment processing costs. Seller reserves the right to charge a credit card surcharge fee in the amount of the lesser of 8%, or the maximum amount allowed by law.
6. **Taxes** – Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Customer will be paid by Customer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Customer will reimburse Seller therefor on demand. Customer shall provide to Seller a copy of any applicable tax exemption certificate(s) and a duly and correctly completed U.S. Internal Revenue Service Form W-9 (the “**IRS Form**”). Customer shall provide an updated IRS Form to Seller promptly upon reasonable demand by Seller and promptly upon learning that any such IRS Form previously provided has become obsolete or incorrect. If Customer’s exemption certificate is not recognized by the government taxing authority involved, Customer agrees to promptly reimburse Seller for any taxes covered by such exemption certificate which Seller is required to pay.
7. **Payment Terms** – All payment terms set forth in this document are subject to Seller’s approval of Customer’s credit, in Seller’s discretion; if such approval is withheld, payment will be due in advance of Seller’s performance. Except as otherwise provided in the proceeding sentence or unless otherwise agreed in the Seller Document or in another writing signed by Seller, Customer agrees to make payment to Seller no later than thirty (30) days after the date of Seller’s invoice. All prices and amounts payable

under the Contract are in U.S. Dollars, and Customer agrees to make all payments to Seller hereunder in U.S. Dollars and in immediately available funds.

- 8. Interest and Attorney's Fees** – In the event of default by Customer in the payment of any amounts owed hereunder, interest at the rate of 2% per month, or the maximum rate permitted by law, whichever is less (calculated daily and compounded monthly), will be assessed on the unpaid balance from the date payment was due. Customer shall reimburse Seller for all costs incurred in collecting any late payments (including attorney's fees, court fees and other defense costs). In the event that this account is placed in the hands of an attorney for collection, Customer also agrees to pay Seller's reasonable fees and expenses (including attorney's fees, court fees and other defense costs).
- 9. Set Off** – Seller may set off any amount due from Customer, whether under the Contract or otherwise, against any amount due to Customer hereunder. Customer may not set off any amount due from Seller, whether under the Contract or otherwise, against any amount due to Seller hereunder without Seller's prior written consent.
- 10. Cancellation, Alteration and Returns** – No accepted offer may be cancelled or altered by Customer except upon terms and conditions approved by Seller in writing; any such cancellations or alterations approved in writing by Seller may be subject to cancellation fees or other charges, in Seller's sole discretion, in order to account for expenses incurred by Seller in connection with such cancellation or alteration. If any such cancellation or alteration causes an increase or decrease in the cost of, and/or the time required for, performance of the order, an equitable adjustment shall be made in the price or delivery schedule, or both, or Seller may, at its option, cancel the order and apply cancellation charges if agreement on an equitable adjustment cannot be reached, and in such case, Customer shall promptly pay to Seller the percentage of the purchase price corresponding to the percentage of completion of the Products and Services, plus the amount of any related costs incurred by Seller at the time of such cancellation or alteration request, plus any cancellation charges applied by Seller. Any objection by Customer shall be deemed waived unless asserted in writing within five (5) days from receipt by Customer of the change order or invoice issued by Seller setting forth such equitable adjustment. No changes to the Contract will be binding unless set forth in writing and manually signed by Seller. Except as otherwise agreed to in writing by Seller, no Products will be accepted for return; any such return approved by Seller may be subject to a restocking fee, service charge, and/or transportation charge, each in Seller's sole discretion. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, ALL ORDERS FOR ENGINEERED PRODUCTS AND ALL CUSTOM ORDERS (INCLUDING, BUT NOT LIMITED TO, ORDERS FOR CUT-TO-ORDER SERVICES) ARE NON-CANCELLABLE BY CUSTOMER AND NON-REFUNDABLE.**
- 11. Deliveries; Risk of Loss** – Unless otherwise specified in the Seller Document, Seller shall deliver all Products EXW Seller's facility (as that shipping term is defined in Incoterms® 2020). Delivery of Products to the place of pickup by the carrier at Seller's facility will constitute delivery to Customer, and regardless of shipping terms or freight payment, title to, and risk of loss of and/or damage to, the Products shall pass to Customer at the time Seller places the Products at the disposal of Customer's carrier at Seller's facility. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments are to be separately invoiced and paid for when due per the invoice, without regard to subsequent deliveries. All delivery and performance dates are approximate. Seller may deliver Products in advance of the delivery schedule. It is expressly agreed that time is not of the essence in the performance of Seller hereunder, and that Seller shall not be liable for any damages due to delays; Seller's adjustment of the quoted dates to deliver or perform hereunder shall not give to Customer the right to terminate the Contract. Notwithstanding anything herein to the contrary, Seller shall have no delivery or performance obligation to Customer until all invoiced amounts are paid, and Seller may, at its option, suspend any portion or all of performance under the Contract until all past-due amounts (including finance charges) are paid by Customer to Seller; Customer expressly agrees that Seller shall not be liable for any losses, liabilities or damages of any

nature which Customer may suffer or incur as a result of Seller's suspension of performance in accordance with this Section 11. Delay in delivery of any installment will not relieve Customer of its obligations to accept remaining deliveries. Any Product for which delivery is delayed by causes within Customer's control or due to Customer's inability to accept delivery may be placed in storage by Seller at Customer's risk of loss and Customer shall be responsible for all freight, storage and other expenses incurred thereby; any amounts otherwise payable to Seller upon delivery or shipment shall be due and a storage fee of two percent (2%) of the value of the Products will be charged to Customer. Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) days after receipt of shipment, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Customer. Claims for loss of or damage to Products in transit must be made to the carrier, and not to Seller. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. Seller reserves the right to select the manner in which the Product is packaged. Special requirements for packaging will be subject to extra charges, unless otherwise agreed by Seller in writing.

- 12. Force Majeure** – Seller shall not be liable or considered in breach of any of its obligations to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any Excusable Event. An "Excusable Event" means any cause beyond Seller's reasonable control, or any act of God, embargo, quarantine, fire, flood, earthquake, explosion, accident, delay or shortage in transportation, restraints or delays affecting carriers, inability to obtain necessary materials from usual sources, inability to obtain necessary manufacturing facilities, telecommunication breakdown, power outage, faulty forgings or castings, acts or omissions of a third party certifying authority, armed conflict, vandalism, sabotage, war, riot, invasion or hostilities (whether war is declared or not), acts or threats of terrorism, other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), labor disturbances or labor shortages, slowdown, or acts or omissions of any governmental authority or of Customer or Customer's contractors or suppliers. If an Excusable Event occurs, the schedule of Seller's performance shall be extended by the amount of time lost by reason of the Excusable Event plus such additional time as may be needed to overcome the effect of the Excusable Event. If the occurrence of a contingency, the non-occurrence of which was a basic assumption on which Seller's agreement to sell hereunder was predicated, affects only a part of Seller's capacity to perform Seller's contracts with Customer and others, and to provide for Seller's internal use, for similar products or services, Seller will allocate its available capacity first to the satisfaction of its internal needs and then in any manner that Seller determines, in good faith.

- 13. Delays by Customer** – If production, shipment, delivery or performance of completed Products or Services, or other Seller performance, is delayed by Customer, Seller may immediately invoice, and Customer will pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Customer will compensate Seller for Seller's mobilization and de-mobilization costs (plus associated profit), storage of completed Products and work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities. When performance is resumed, Customer shall also pay remobilization costs to Seller in the amount identified by Seller.

- 14. Customer Information** – Seller's ability to deliver the Products and Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any data from Customer needed to deliver the Products and Services. Customer shall provide to Seller any and all data necessary for Seller to perform and/or deliver the Products and Services. Customer shall ensure that all data furnished by Customer is reliable and accurate such that Seller can rely on such information without further investigation; and Customer shall be responsible for any and all costs incurred by Seller as a result of any incomplete and/or erroneous Customer-furnished information/data. Seller is not liable and Customer waives any claim for the consequence of any action by Seller based on any incomplete or inaccurate information furnished by Customer or third parties upon which Seller reasonably relies, and Customer agrees to defend, indemnify

and hold harmless Seller against claims resulting from the consequences of such incomplete or inaccurate information, including reasonable attorney's fees and other expenses incurred in defending against such claims. Customer shall furnish decisions, information, and approvals required by the Contract in a timely manner so as not to delay the performance and/or delivery of the Products and Services.

15. Customer Property – If any repair or other Services are to be performed on Customer's equipment ("**Customer Property**") at Seller's facility, Customer shall be responsible for, and shall retain risk of loss of and/or damage to, such Customer Property at all times, except that Seller shall be responsible for damage to the Customer Property while at Seller's facility to the extent such damage is caused by Seller's gross negligence or willful misconduct, up to the replacement value of such Customer Property. Customer has forty five (45) days from the date of Seller's quotation to provide Seller with instructions for final disposition of the Customer Property. If Customer does not provide instructions within such 45-day period, all abandoned Customer Property will then become the property of Seller to dispose of as it sees fit, to the extent permitted by applicable law. If Customer chooses to have the Customer Property returned, Customer will pay for all inspection fees and freight costs. Customer will compensate Seller for storage of any Customer Property, whether stored at Seller's facility or an independent storage company's facilities.

16. Changes to Products by Seller – For Other Products, Seller may at any time make such changes in design and construction of such Other Products, components or parts as Seller deems appropriate, without notice to Customer. For Engineered Products, Seller may at any time make such changes in design and construction of such Engineered Products, components or parts as required by law, without notice to Customer; other than for such changes as are required by law, Seller shall obtain the written approval of Customer (such approval not to be unreasonably withheld, conditioned or delayed) prior to Seller making any other change to the design or construction of Engineered Products. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by a governmental authority, or nonavailability of materials from suppliers.

17. Warranty – (a) *Service Warranty*. Seller warrants to Customer that the Services furnished hereunder will be performed in accordance with the specifications set forth in the Seller Document. Should a failure to conform to this warranty appear within ninety (90) days after completion of such Services (the "**Service Warranty Period**"), Customer's sole and exclusive remedy (and Seller's sole and exclusive liability) for any breach shall be for Seller to either (i) re-perform the defective Services, or (ii) provide Customer with a refund of that portion of amounts paid by Customer to Seller for the defective Services (whichever remedy Seller determines, in its discretion, to provide). All claims for defective Services under this warranty must be made in writing to Seller immediately upon discovery and, in any event, within the Service Warranty Period.

(b) *Engineered Products*. Seller warrants to Customer that the Engineered Products will be free from defects in materials and workmanship for the EP Warranty Period. "**EP Warranty Period**" means the period beginning on the date of delivery of the Engineered Product to Customer and ending on the first to occur of (i) the date that is twelve (12) months after startup or commissioning of the Engineered Product by Customer or (ii) the date that is eighteen (18) months after the date of Seller's invoice to Customer for such Engineered Product. If, within the EP Warranty Period, any such Engineered Products fail to conform to this limited warranty, Seller shall, in its sole discretion, either (y) repair or replace the affected Engineered Product free of charge or (z) refund the price paid by Customer to Seller for such Engineered Product. Such repair, replacement, or refund shall be Seller's sole obligation and Customer's exclusive remedy for any deficiency in any Engineered Products furnished under the Contract, and shall be conditioned upon Customer's return of such Engineered Products to Seller or, in Seller's sole discretion, inspection in the field by a Seller-authorized representative, in either case at Customer's expense and risk of loss. Any parts of Engineered Products repaired or replaced under this warranty are warranted only for the balance of the EP Warranty Period on the original part that was repaired or replaced. The remedies under this warranty shall not be available to Customer: (1) when the Engineered Product or any part thereof is altered or repaired without prior written

authorization from an officer of Seller; (2) for normal wear and tear or cosmetic issues; (3) for Engineered Products that have not been installed, used and/or maintained in accordance with Seller's instructions and/or process conditions set forth in related data sheets, including any use following discovery of a defect; or (4) for damage resulting from acts of God or the willful misconduct or negligence of Customer.

(c) *Other Products*. For Other Products, Seller shall assign to Customer any assignable warranties of the manufacturer of the Other Products as in effect on the date of delivery of such Other Products to Customer by Seller, to the extent permitted by such warranties and applicable law. During the one (1) year period commencing on the date of delivery of the Other Products to Customer by Seller, Seller will use commercially reasonable efforts to pursue warranty claims with the relevant manufacturer on behalf of Customer. After such one (1) year period expires, Customer shall be responsible for its own pursuit of any warranty claims directly with the manufacturer of the Other Products. **SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER FOR THE OTHER PRODUCTS.**

(d) DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTIONS 17(a) AND 17(b) ABOVE, SELLER DISCLAIMS ALL WARRANTIES ON PRODUCTS AND SERVICES FURNISHED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON ANY SOFTWARE INSTALLED IN THE PRODUCTS, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, SECURE FROM CYBER THREATS OR UNINTERRUPTED.

18. Limitation of Liability – Notwithstanding anything to the contrary contained in the Contract, Seller shall not be liable to Customer for any amount with respect to any order of Products or Services that, in combination with all claims by Customer against Seller related to such order of Products or Services, including, without limitation, claims from the manufacture, sale, delivery, installation, repair or technical direction by or furnished under the Contract, exceeds the lesser of (a) total price paid by Customer to Seller for such order of Products or Services or (b) \$1,000,000. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, NEITHER SELLER NOR THE MANUFACTURER OF THE PRODUCTS SOLD HEREUNDER SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REGARDLESS OF (I) WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND (II) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY DAMAGES, PENALTIES, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INTEREST, LOSS OF USE, DOWNTIME OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, LOST GOOD WILL, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS OR POWER, CLAIMS OF CUSTOMER OR ITS CUSTOMERS FOR SERVICE INTERRUPTION OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CUSTOMER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES.** The liability of Seller to Customer, whether in contract, warranty, indemnity, tort (including negligence and strict liability) or otherwise, is exclusively limited to the remedies expressly provided under the terms of the Contract, in lieu of any and all other remedies at law or in equity. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Customer, without which Seller

would not have agreed to provide the Products or Services at the price charged.

19. Nuclear Liability – Unless specifically agreed to in writing by an authorized officer of Seller, Products shall not be used in connection with any nuclear facility or any other application or hazardous activity where the failure of a single component could cause substantial harm to persons or property. **IN THE EVENT THAT THE PRODUCTS SOLD HEREUNDER ARE TO BE USED IN A NUCLEAR FACILITY, CUSTOMER SHALL, PRIOR TO SUCH USE, ARRANGE FOR INSURANCE OR GOVERNMENTAL INDEMNITY PROTECTING SELLER AGAINST LIABILITY AND HEREBY RELEASES AND AGREES TO INDEMNIFY FOR AND HOLD SELLER AND ITS SUPPLIERS HARMLESS FROM ANY NUCLEAR DAMAGE, INCLUDING LOSS OF USE, IN ANY MANNER ARISING OUT OF A NUCLEAR INCIDENT, WHETHER OR NOT DUE TO OR ALLEGED TO BE DUE TO, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHERWISE OF SELLER OR ITS SUPPLIERS AND WHETHER OR NOT SELLER AGREED TO THE USE OF PRODUCTS IN CONNECTION WITH ANY NUCLEAR FACILITY OR ANY OTHER APPLICATION OR HAZARDOUS ACTIVITY.**

20. Indemnification – Customer will indemnify and hold harmless Seller and its directors, officers, employees, agents, shareholders, subsidiaries, and affiliates (collectively, the “**Indemnified Persons**”) from and against, and will reimburse the Indemnified Persons for, any loss, liability, claim, damage, expense (including costs of investigation and reasonable attorney’s fees and expenses, whether from in-house or outside counsel) from any claim, including but not limited to personal injury or death of any persons, by a third party arising out of, arising from, or in connection with (a) the use, operation, or servicing of the Customer Property, however occurring; (b) any breach by Customer of the Contract; (c) any violation by Customer of any law, rule or regulation; (d) any use or resale of the Products by Customer; (e) any negligence or willful misconduct of Customer; and/or (f) any claim of patent, trademark, copyright or trade secret infringement, or infringement on any other proprietary rights of third parties to the extent that any Products are manufactured in accordance with drawings, designs or specifications proposed or furnished by Customer. Seller shall give Customer written notice of any claim for which indemnification is sought under the Contract, provided that the failure to give such written notice shall not, however, relieve Customer of its indemnification obligations, except and only to the extent that Customer forfeits rights or defenses by reason of such failure. Seller, may, at Seller’s option, assume and control the defense of the claim, and in such case, Customer shall indemnify Seller from and against losses, damages, costs and expenses (including attorney’s fees, court fees, and other defense costs) incurred by Seller in defending such claims. If Seller decides not to assume the defense of a claim, then Customer shall assume and control the defense of such claim, at Customer’s expense and by Customer’s own counsel (which counsel shall be subject to the approval of Seller, which approval will not be unreasonably withheld or delayed); provided that Seller shall have the right to participate in the defense of any claims with counsel selected by it at Seller’s expense. Seller and Customer shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of the Contract, Customer shall not consent to the entry of any judgement or enter into any settlement of any claims without the prior written consent of Seller. **THE INDEMNIFICATION PROVIDED IN THIS SECTION WILL BE APPLICABLE WHETHER OR NOT THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PERSONS, OR THE SOLE OR CONCURRENT LIABILITY IMPOSED VICARIOUSLY ON THE INDEMNIFIED PERSONS, IS ALLEGED OR PROVEN.**

FURTHERMORE, CUSTOMER SHALL RELEASE AND FOREVER REFRAIN FROM ALL ACTIONS, CAUSES OF ACTION, MOTIONS, CLAIMS OR LIABILITIES CUSTOMER HAS OR MAY HAVE AGAINST SELLER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUBSIDIARIES, AND AFFILIATES ARISING OUT OF, ARISING FROM, OR IN CONNECTION WITH THE USE, OPERATION, OR SERVICING OF THE CUSTOMER PROPERTY, HOWEVER OCCURRING.

CUSTOMER’S ATTENTION IS DIRECTED TO THE WARRANTY, LIABILITY, AND INDEMNITY PROVISIONS OF THIS DOCUMENT.

21. Governing Law – **The Contract shall be governed by the laws of the State of Texas without regard to conflicts of law. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

22. Arbitration – Any controversy or claim arising out of or relating to the Contract, or the breach thereof, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “**AAA Rules**”) if Customer’s pertinent place of business is in the United States and in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”) if Customer’s pertinent place of business is outside of the United States, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator, selected in accordance with either the AAA Rules or the ICC Rules (as applicable), unless the amount in dispute exceeds the equivalent of \$1,000,000, in which event claims shall be heard by a panel of three arbitrators. The place of arbitration shall be Houston, Texas, USA. The arbitral proceedings shall be conducted in the English language, and the arbitrator must be fluent in English. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chair of the panel. All documents not in English submitted by either party must be accompanied by an accurate translation into English. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The prevailing party shall be entitled to an award of reasonable attorney’s fees. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision. Nothing herein shall prevent a party hereto from obtaining injunctive relief from any court of competent jurisdiction.

23. Breach by Customer – In the event of any breach by Customer of Customer’s payment obligations hereunder or any other default by Customer under the Contract (each, an “**Event of Default**”) and at any time thereafter, in addition to all other rights and remedies granted to it in the Contract, at law, or in equity (except as expressly limited by the Contract), Seller may (a) terminate the Contract and/or any or all orders between Customer and Seller by providing written notice of termination to Customer and (b) exercise all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, if an Event of Default shall occur, Seller, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind to or upon Customer (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon the Collateral (as defined in Section 30), or any part thereof, and/or may sell, lease, assign, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any location and upon such terms and conditions and at such prices as Seller may deem advisable, for cash or on credit or for future delivery without assumption of any credit risk. Seller shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold. Customer further agrees, at Seller’s request, to assemble the Collateral and make it available to Seller at places which Seller shall reasonably select. Seller shall apply the net proceeds of any action taken by it pursuant to this Section 23 with respect to the Collateral, after deducting all reasonable costs and expenses incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Seller hereunder with respect thereto, including, without limitation, reasonable attorney’s fees, court fees, and disbursements, to the payment in whole or in part of the obligations of Customer, and only after such application and after the payment by Seller of any other amount required by any provision of law, need Seller account for the surplus, if any, to Customer. To the extent permitted by applicable law, Customer waives all claims, damages

and demands it may acquire against Seller arising out of the exercise by Seller of any rights hereunder without gross negligence or willful misconduct of Seller. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

24. Seller's Right to Cure – In the event of any breach by Seller of Seller's obligations, Customer shall be required to provide Seller with written notice of such breach, and thereafter Seller shall have a period of thirty (30) days in which Seller shall be permitted to cure such breach.

25. Confidentiality – Any and all designs, sketches, patterns, models, samples, drawings, bills of materials, blueprints, devices, machinery, specifications, processes, techniques, expertise, business and financial records, part numbers, customer lists, discounts or rebates, plans and projections, and other similar information, items, documents and materials made available by Seller to Customer or its affiliates, or otherwise acquired, obtained or developed by Customer under or in connection with the Contract, whether in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Contract (collectively, the "**Confidential Information**") are and at all times shall remain the exclusive property of Seller. "Confidential Information" shall not include any item of information that Customer can demonstrate by documentary evidence: (a) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Customer or any of its employees, officers, directors, agents or affiliates, or (b) is disclosed to Customer by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure thereof without confidentiality restrictions. During the Confidentiality Period, Customer agrees (i) not to disclose or copy any of Seller's Confidential Information to any third party without Seller's written permission to do so and (ii) not to use any of Seller's Confidential Information except as required to perform Customer's obligations under the Contract. The "**Confidentiality Period**" shall mean, for all Confidential Information that constitutes a 'trade secret' under applicable law, the period beginning on the date of disclosure to Customer and ending on the later of (x) the date such Confidential Information is no longer a trade secret under applicable law, or (y) the date that is three (3) years after the date that Seller accepts the last purchase order submitted by Customer; and shall mean, for all other Confidential Information, the period beginning on the date of disclosure to Customer and ending three (3) years after the date that Seller accepts the last purchase order submitted by Customer. Customer acknowledges that all pricing information related to Services and Products provided hereunder is, without limitation, specifically Confidential Information of Seller. Customer shall be permitted to disclose such information, however, to Customer's attorneys and accountants (provided such attorneys and/or accountants are bound by confidentiality obligations at least as protective as those in this Section), or to the extent required to do so by law. Notwithstanding anything herein to the contrary, Customer agrees that damages from the disclosure of Seller's Confidential Information would be immediate and of a difficult nature to ascertain, and therefore Seller shall be entitled to injunctive relief to enforce this covenant, in addition to any other relief available at law, in the event of any breach or attempted breach of this confidentiality covenant, and Seller shall be entitled to recover attorney's fees, court fees, and other expenses associated with obtaining such injunctive relief. Upon Seller's request, Customer shall promptly return all Confidential Information received from Seller.

26. Intellectual Property – All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for the same, copyright, design rights, database rights, rights in and to Confidential Information and know-how) and any rights analogous to the same anywhere in the world and existing at any time in Products or arising out of or relating to the design or manufacture of Products or the provision of Services shall belong to and remain vested in Seller. Nothing in the Contract grants to Customer any right, title or interest in or to Seller's intellectual property. Seller is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third parties are infringed by goods received from suppliers and/or buyers via Seller or third parties, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain Products.

27. Insurance – At Customer's expense, Customer agrees to carry, with reputable insurance companies, insurance coverage of the types and in the amounts reasonably requested by Seller from time to time, which shall include the following insurance, at Customer's sole expense: (a) Worker's Compensation Insurance with limits of not less than \$1,000,000 or the statutory requirements of State laws (as well as Federal laws, if applicable), whichever is greater, which shall include Employer's Liability Insurance with limits of not less than \$500,000 per incident; (b) Commercial General Liability Insurance INCLUDING CONTRACTUAL LIABILITY specifically insuring the Contract with minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence, and an aggregate annual limit of not less than \$2,000,000. Such insurance shall include Premises and Operations, Products and Completed Operations, Broad Form Property Damage Liability, and Contractors Protective work-let or sub-let. Such insurance shall include sudden and accidental pollution liability coverage; (c) Automobile Liability Insurance with minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence (or the statutory requirement, whichever is greater), for all vehicles (whether owned, leased, or otherwise) used in the performance of obligations under the Contract; (d) Umbrella Insurance (with coverage at least as broad as the underlying policy) over that required for Commercial General Liability Insurance and Automobile Liability Insurance (above), of \$10,000,000, which specifically includes contractual liability; and (e) Professional Liability Insurance may be requested. Customer shall ensure that Seller is named as an additional insured on such insurance policies, and Customer shall provide Seller with certificates of such insurance upon request.

28. Designs and Tools – Any design work performed by Seller, and any special tooling, including without limitation, dies, fixtures, molds, patterns, jigs or other tools that Seller manufactures or acquires, in connection with its performance hereunder will be and remain the sole property of Seller, notwithstanding any charges to Customer therefor. Any such charges convey to Customer the right to have the designs, dies, fixtures, molds, patterns, jigs and/or other tools used by Seller for performance hereunder, but do not convey title or right of possession or any other right. Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.

29. Government Contracts – If the provision of Products or Services by Seller under accepted orders is subject to mandatory provisions of law concerning contracts or subcontracts with or for the benefit of the Federal or any State government, Customer shall so notify Seller in advance of order acceptance specifying the mandatory provisions of Federal or State law which apply.

30. Security Interest – To secure Customer's obligations to Seller under the Contract or any other agreement, Customer hereby grants to Seller a security interest in and lien on all of Customer's right, title and interest in and to all of the Customer Property in the possession of Seller and all Products sold under the Contract, whether now owned or hereafter acquired, and all products and proceeds thereof (collectively, the "**Collateral**"). If the Products are sold on credit terms, Customer acknowledges that Seller retains a purchase money security interest in the Products. Seller may file any financing statements (and amendments thereto) and send any notices necessary or desirable to perfect or protect such security interests; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such security interest.

31. Non-Solicitation – During the term of the Contract and one (1) year after the termination or expiration of the work performed under the Contract, Customer shall not, without prior consent of Seller, directly solicit for employment (whether as an employee, contractor, or agent) any employee of Seller who was involved in the work performed under the Contract or with the administration of the Contract. In the event of a breach of this Section 31, Seller's damages shall be limited to a maximum amount equal to six (6) months of the affected employee's Seller salary. It shall not be considered a breach of this Section 31 for Customer to (a) make employment solicitations to the general public or groups that may include employees of Seller, (b) respond to, act upon, or accept unsolicited employment inquires or applications from employees of Seller, or (c) solicit for employment any former employee of Seller.

- 32. Export** – All charges resulting from the export of Products from the United States shall be the responsibility of Customer. These charges include but are not limited to fees to obtain export licenses, destination country import licenses and other requirements, and manufacturer’s destination fees, commissions or other charges. Customer is responsible for applying for export licenses, if required, based on end user or country of ultimate destination. When Customer arranges the export shipment, Customer will provide Seller evidence of exportation acceptable to the relevant tax and custom authorities. Seller’s obligations are conditioned upon Customer’s compliance with all applicable Export Laws. Customer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Seller’s invoice. Customer agrees to indemnify and hold Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable Export Laws.
- 33. Control and Sanctions** – Customer shall not use, distribute, transfer, or transmit any Products (even if incorporated into other products) provided to it by Seller under the Contract except in compliance with all applicable export control and sanctions laws and regulations, including but not limited to those imposed by the United States, Canada and the European Union (which include, without limitation, the Export Administration Regulations of the U.S. Department of Commerce and the economic sanctions laws and regulations of the U.S. Department of the Treasury’s Office of Foreign Assets Control)(collectively, the “**Export Laws**”). Customer shall not, directly or indirectly, export, re-export, or transfer the Products to any country, entity or person prohibited or otherwise restricted under the Export Laws without the appropriate license from the U.S. governmental authority and any other governmental authority as necessary under the Export Laws. Customer represents and warrants that it is not subject to any trade sanctions or export controls imposed under the Export Laws and that it is in compliance with all Export Laws with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Seller may reasonably request from time to time. The obligations stated in this Section 33 will survive the expiration, cancellation or termination of the Contract.
- 34. Anti-bribery and Anti-Corruption** – It is the intent of Customer and Seller that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or any other unlawful or improper means of obtaining business. Customer covenants and agrees that Customer shall not, in connection with the transactions contemplated by the Contract or in connection with any other business transactions involving Seller: (a) offer, promise, give, request, agree to receive, or accept any financial or other advantage to/from any person with the intention of influencing a person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be, or might be seen to be, improper; or (b) offer, promise or give any financial or other advantage to a public official (or to any other person at the request of, or with the acquiescence of, a public official) with the intention of influencing that official in the performance of his or her public functions, in either the case of (a) or (b) with a view to obtaining or retaining business or any form of commercial advantage for Seller. Customer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Customer is not on, nor is Customer associated with any organization that is on, any list of entities maintained by the United States government that identifies parties to which the sale of goods or services is restricted or prohibited.
- 35. Compliance with Laws** – Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Customer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to Federal, State or local laws, regulations, ordinances, codes or standards, except as expressly set forth by Seller in writing. Customer shall comply with all applicable laws, regulations and ordinances. Seller may terminate the Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.
- 36. Termination** – In addition to any remedies that may be provided under the Contract, Seller may terminate the Contract with immediate effect upon written notice to Customer, if Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 37. Relationship of Parties** – Customer and Seller are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, other form of joint enterprise, fiduciary or employment relationship. Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.
- 38. Cumulative Remedies** – Notwithstanding anything to the contrary contained herein, Seller’s rights and remedies under the Contract are cumulative and in addition to all other rights and remedies available to Seller at law or in equity. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 39. No Assignment** – Customer shall not assign any of its rights or delegate any of its duties under the Contract without written consent of Seller. Any such attempted assignment or delegation shall be null and void. No assignment or delegation relieves Customer of any of its obligations under the Contract.
- 40. Severability** – If any provision of the Contract is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability will not affect any other provision of the Contract, and such invalid, void or otherwise unenforceable provisions shall be null and void under such applicable law.
- 41. Adequate Assurance** – Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Customer without liability to Seller in the event of: (a) Customer’s insolvency, (b) Customer’s filing of a voluntary petition in bankruptcy, (c) the appointment of a receiver or trustee for Customer or (d) the execution by Customer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Customer’s credit at any time for any reason.
- 42. Notice** – All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 43. Survival** – Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Controlling Terms; Taxes; Interest and Attorney’s Fees; Cancellation, Alteration and Returns; Warranty; Limitation of Liability; Nuclear Liability; Indemnification; Governing Law; Arbitration; Confidentiality; Intellectual Property; Insurance; Design and Tools; Government Contracts; Security Interest; Non-Solicitation; Export; Control and Sanctions; Anti-bribery and Anti-Corruption; Compliance with Laws; Severability; Notice; and Survival.
- UPDATES – THESE TERMS AND CONDITIONS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF SELLER UPON WRITTEN NOTICE TO CUSTOMER.** Updated June 2022