



TERMS & CONDITIONS OF SALE

1. TERMS OF SALE; OFFER; AND ACCEPTANCE

- a. This Offer of Sale (Offer) made by Brennan Industries, Inc. or one of its subsidiaries (Seller) is subject to the terms and conditions set forth below.
- b. This Offer may be accepted by the recipient (Buyer) verbally or in writing by fax or electronic confirmation. Buyer's receipt of any goods or acceptance of any services contemplated by this Offer, or making any payment with respect thereto, shall also constitute acceptance by Buyer of this Offer.
- c. Acceptance of this Offer is expressly and exclusively limited to the terms and conditions set forth herein, and Buyer acknowledges and agrees that any new, additional or different term(s) and/or condition(s) proposed or otherwise asserted by Buyer in any manner (including, without limitation, in any other purchase order form, acceptance, or other documentation of any kind) with respect to this Offer or the provision of goods or services contemplated hereby is expressly rejected by Seller and does not apply to the contract between Buyer and Seller.
- d. Upon acceptance of this Offer, Seller and Buyer are legally bound by the terms and conditions set forth herein as the contract (Contract) for the purchase and sale of any goods or provision of any services contemplated by this Offer.
- e. Any specifications, drawings, and other data referred to in this Contract are hereby incorporated and made a part hereof as if fully set forth herein.

2. PAYMENT; DISCOUNT; AND CREDIT TERMS

- a. All sales are contingent upon credit approval and full payment for all purchases is due thirty (30) days from the date of invoice (or such other date as may be specified in this Contract). Under any circumstances, Buyer may not withhold or suspend payment of any amounts due and payable as a deduction, set-off or recoupment of any amount, claim or dispute with Seller. Seller has the right of set-off and deduction for any sums owed by Buyer to Seller. Unpaid invoices beyond the specified payment date incur interest at the lesser of (a) the rate of 1.5% per month and (b) the maximum allowable rate under applicable law.
- b. Seller reserves the right to require advance payment or provision of security for first and subsequent deliveries if there is any doubt, in Seller's sole determination, regarding Buyer's creditworthiness or for other reason. If the requested advance payment or security is not provided to Seller's satisfaction, Seller reserves the right to suspend performance or reject this Contract, in whole or in part, without prejudice to Seller's other rights or remedies, including the right to full compensation.
- c. All credit extended by Seller to Buyer and the limits of such credit, is at Seller's sole discretion, and may be reduced or revoked by Seller at any time, for any reason. As a condition for the continued extension of credit, Buyer agrees to provide Seller with current credit information and the latest annual financial statement within ten (10) business days of Seller's request. Buyer agrees to provide Seller proper authorization necessary for Seller to request any financial information from third parties. Orders placed for payment by credit card are net, and not eligible for any discount or rebate programs. All orders are subject to a \$25.00 minimum billing charge per order. All payments must be made in agreed upon currency, with the local currency of Seller's country being the default currency.
- d. If Buyer fails to make payment within thirty (30) days of the date of invoice (or such other date as may be specified in this Contract), or fails to comply with Seller's credit terms, or fails to supply adequate assurance of full performance to Seller within a reasonable time after requested by Seller, Seller may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

3. CREDIT BALANCE



Buyer agrees that any credit balance(s) issued by Seller will be applied to Buyer's account within one (1) year of its issuance. IF BUYER HAS NOT MADE THIS REQUEST WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE FORFEITED AND CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY.

4. TAXES

Buyer is responsible for payment of all taxes applicable to purchases made pursuant to this Contract, and for providing valid sales tax exemption certificates to Seller.

5. SHIPMENT AND DELIVERY

a. All delivery dates are approximate, and Seller is not responsible for damages or additional costs resulting from any delay. All deliveries are subject to Seller's ability to procure materials from approved suppliers. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer upon delivery of purchased goods with the applicable carrier at Seller's facility. Unless otherwise agreed prior to shipment for domestic delivery locations only, Seller will select and arrange, at Buyer's sole expense, the carrier and means of delivery. When Seller selects and arranges the carrier and means of delivery, freight and insurance costs for shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice.

b. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions. Buyer shall not return or repackage any Goods without the prior written authorization from Seller, and any return shall be at the sole cost and expense of Buyer.

6. INSPECTION

a. Buyer has a period of five (5) business days after receipt of shipment in which to (i) inspect the goods received, (ii) reject or refuse acceptance of any goods not strictly in conformance with the requirements of this Contract, and (iii) submit a claim to Seller for omissions or shortages in the shipment. Failure of Buyer during the five (5) business day period commencing with receipt of shipment of goods to (i) reject or refuse to accept non-conforming goods, or (ii) submit a claim to Seller for omissions or shortages in the shipment, shall constitute irrevocable acceptance and the waiver of any all claims by Buyer with respect to all goods received.

b. All non-conforming goods will be held at Buyer's risk and will be returned to Seller in accordance with the terms below (see RETURNS).

c. Payment for goods shall constitute acceptance thereof.

7. RETURNS

a. Non-conforming goods may be returned only as permitted in this Contract with Seller's prior written authorization in the form of a Return Material Authorization (RMA) Number. Returns permitted in this Contract must be delivered or shipped freight-prepaid by Buyer to a location designated by Seller, and are subject to Seller's inspection. Unless otherwise authorized, return shipment shall be made by common carrier.

b. In the event Seller authorizes in writing a return of conforming goods, such return must be unused, undamaged, in the original packaging, in saleable condition, and shall be subject to a minimum handling charge/restocking fee of twenty percent (20%).

c. All permitted returns must be unused, in the original packaging, clearly marked with the RMA Number on the package and must contain all original paperwork.

d. Special ordered or modified goods are not returnable. Non-stock, special order (not in the catalog), custom items (including coatings) may not be cancelled or returned, and any cadmium or hexavalent chromium plated goods are not returnable. All custom goods are sold on a "Final Sale" basis only. No cancellations, order amendments, returns, refunds or credits are allowed.

e. Returns of goods, if permitted, must be made within one (1) year from date of purchase, unless Seller agrees otherwise in writing. Proof of purchase is required in all cases. Product returns regardless of timing may be denied for any reason and approval is at the sole discretion of Seller.

8. CHANGES, RESCHEDULES AND CANCELLATIONS

Buyer may request modification of the quantities or delivery dates of outstanding orders or may request cancellation of all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Seller may accept or reject such requested modifications or cancellations at Seller's discretion, but any such changes/modifications shall only be deemed accepted by Seller upon the terms set forth in a written amendment issued by Seller. Orders for non-stock, special or custom goods are not subject to modification or cancellation.

9. TOOLING

a. Seller may assess a tooling charge for any special tooling, including dies, fixtures, molds, patterns, materials, and drawings required to manufacture goods sold hereunder.

b. Notwithstanding payment of any charges by Buyer, Seller will own all rights and title to special tooling and shall have the sole and exclusive right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time and without notice to Buyer. In no event will Buyer acquire any interest in property utilized in the manufacture of the goods sold hereunder, even if such property has been specifically converted or adapted for such manufacture and notwithstanding any charges paid by Buyer.

10. LIMITED PRODUCT WARRANTY; LIMITATION OF REMEDY

a. For a period of twelve (12) months from the date of shipment from Seller's warehouse, Seller warrants that its goods shall meet Seller's specifications and performance standards for that particular product and shall otherwise be free from defects in material and workmanship. This limited product warranty shall not apply to, and Seller gives no warranty whatsoever with respect to, any goods manufactured, in whole or in part, in accordance with designs or specifications provided by Buyer.

b. Damage to any goods sold hereunder due to abuse, misuse, improper use, inadequate maintenance or failure to follow Seller's installation, use or service recommendations will automatically void this limited warranty.

c. THIS LIMITED PRODUCT WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY CONCERNING GOODS SOLD. SELLER DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN THE EVENT SELLER DETERMINES THAT GOODS SOLD UNDER THIS CONTRACT DO NOT COMPLY WITH THIS LIMITED PRODUCT WARRANTY, BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY WITH RESPECT TO SUCH NON-CONFORMING GOODS SHALL BE LIMITED TO REPLACEMENT OF THE NON-CONFORMING GOODS SOLD OR A REFUND OF THE APPLICABLE PURCHASE PRICE PAID, AT SELLER'S SOLE OPTION. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS.

11. INTELLECTUAL PROPERTY

a. As used in this Contract, "Intellectual Property" means all intellectual property rights related to the products, services, assets or business of Seller now or in future, including without limitation: any and all rights, privileges and priorities arising under the laws or treaties of the United States,

any state, territory or possession thereof, any other country or political subdivision or territory thereof, or the European Community, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names, logos, photos, images, descriptive verbiage and other information, trade dress, technology, know-how, and other proprietary information and licenses that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened Infringement by any person relating to the foregoing; all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items; and all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents.

b. Except as expressly provided in this Contract, Seller is not liable for, and Buyer waives and releases any and all claims against Seller related to, infringement of any intellectual property or other rights of any other person. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third-party claim that one or more of the goods sold to Buyer pursuant to this Contract infringes the intellectual property rights of such third party in the country of delivery of the goods by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more of the goods sold to Buyer pursuant to this Contract is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using such goods, replace or modify such goods to render them non-infringing, or offer to accept return of such goods and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer (including Seller's use of Buyer's property); or (ii) directed to any goods for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use by any goods in a system. The foregoing provisions constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of intellectual property rights with respect to any goods sold pursuant to this Contract.

c. Seller may approve from time-to-time, subject to such requirements, restrictions and limitations as Seller may communicate or make available to Buyer, the limited use of Intellectual Property comprising photos, images, descriptive verbiage and other information (Data) regarding goods. Seller retains all rights to Data at all times, indefinitely. Seller may revoke permission to use Data at its sole discretion, Buyer must cease all use of Data should it ever fall out of good standing with Seller, Data may not be shared with anyone other than through the intended means agreed upon, without advance permission.

d. Seller grants to Buyer (and each end user of goods sold to Buyer pursuant to this Contract) a non-exclusive, revocable license to use any Intellectual Property related to goods sold to Buyer pursuant to this Contract.

e. Buyer agrees that (a) Seller (and/or its affiliates) owns or is the valid licensee of all Intellectual Property, and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer to Buyer or any other person any ownership interest or license in or to Intellectual Property, unless expressly agreed in writing. Buyer agrees it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any Intellectual Property.

12. FORCE MAJEURE

a. Seller is not liable for delay or failure to perform any of its obligations by reason of any events or circumstances beyond its reasonable control regardless of whether such events or circumstances were foreseeable. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, cyber related disruptions, cyber-attacks, ransomware sabotage, delays or failures in delivery from carriers or suppliers, shortages of materials, sudden increases in the price of raw material or components, shutdowns or slowdowns affecting the supply of raw materials or components, or the transportation thereof, oil shortages or oil price increases, energy crisis, energy or fuel interruption, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, embargoes, fire or any reason whether similar to the foregoing or otherwise.

b. Seller will resume performance as soon as reasonably practicable after the applicable force majeure event ceases to exist. All delivery dates affected by a force majeure event shall be tolled for the duration of such event and rescheduled for mutually agreed dates as soon as reasonably practicable after the force majeure ceases to exist. The right to allocate capacity is in Seller's sole discretion.

13. TERMINATION

Seller may, without liability to Buyer, terminate this Contract for any reason or no reason at any time by giving Buyer not less than thirty (30) day's prior written notice of termination. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of this Contract, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.

14. NO 'WRAP' AGREEMENTS; NO AUTHORITY TO BIND.

Seller's clicking any buttons or any similar action, such as clicking "Agree" or "Confirm," to utilize Buyer's software or webpage for the placement of orders, is NOT an agreement by Seller to any terms or conditions not expressly set forth in this Contract. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.

15. COMPLIANCE WITH LAWS

Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including without limitation those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.S. Anti-Kickback Act (the "Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer represents that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase goods or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any goods from Seller in a manner or for a purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user



statements and other written assurances, concerning Buyer's ongoing compliance with Export Laws.

16. WAIVER

Waiver of any breach of this Contract shall not be construed as a waiver of any other breach. Seller's failure to insist upon Buyer's performance of any of obligation under this Contract or to exercise any right, is not a waiver or relinquishment of future performance or the exercise of a right, but Buyer's obligations with respect to any future performance continue in full force and effect.

17. BUYER'S CLAIM PERIOD

Buyer must, within thirty (30) days after receipt of the invoice for any shipment of goods, notify Seller in writing of any claim regarding matters reflected on such invoice, including without limitation description of goods purchased, number of goods purchased, number of goods shipped, dates, pricing, taxes, or freight charges. Buyer's failure to notify Seller of any such claim within such thirty (30) day period shall constitute Buyer's irrevocable waiver and release of any such claim.

18. ENTIRE AGREEMENT; GOVERNING LAW; LIMIT ON CLAIMS; FORUM

The terms and conditions set forth herein, together with any amendments, modifications or different terms or conditions expressly accepted by Seller in writing, constitute the entire agreement covering the goods sold by Seller to Buyer pursuant to this Contract. This Contract, and the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Ohio notwithstanding any principles of conflicts of law that may apply the law of any other jurisdiction. Neither Buyer nor Seller may bring any action arising out of or related to the goods sold hereunder more than two (2) years after the cause of action accrues. Any lawsuit, proceedings or other legal process commenced with respect to the transactions contemplated by this Agreement may only be commenced in a federal or state court located in Cuyahoga County, Ohio, and the Buyer and Seller irrevocably consent to the exclusive jurisdiction of such courts with respect to such matters and waive any right to assert the absence of jurisdiction or inconvenience of such form.

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