

BSB INDUSTRY AMERICAS LLC

Terms and Conditions of Sale and Delivery

I. Offer and Agreement No offer or contract shall be binding upon BSB INDUSTRY AMERICAS LLC (together with its affiliates, the "Seller") except by issuance of Seller's written order confirmation. Acceptance by buyer (together with its successors and permitted assigns, the "Buyer") of the products (the "Products") or payment for same shall constitute unequivocal acceptance of the terms and conditions contained herein (the "Agreement"). No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in a writing signed by an authorized representative of Seller. Failure of Seller to object to conditions contained in any other writing or other communication from Buyer shall not be construed as a waiver of this Agreement nor acceptance of any such other provisions. This Agreement also serves as notice of Seller's objection to and express rejection of any terms and conditions of purchase included in Buyer's order or other writing that are different from or additional to this Agreement and irrespective of when Buyer's purchase order or procurement document is issued or whether it precedes or follows issuance of this Agreement. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein. Article headings herein are for convenience only and are not to be considered in interpreting any of the provisions herein.

II. Products Seller reserves the right, at any time, to (i) make changes in the products that do not materially affect physical or functional interchangeability or performance or (ii) make more substantial changes or discontinue delivery of the product when required for purposes of safety, to revise and discontinue Products at any time and without prior notice. Seller will ship Products that have the same or similar functionality and performance of Products ordered, but changes, including, but not limited to, changes with regard to measurements and weight, due to technical requirements between what is shipped and what is described in specification sheets, catalogs, or the like, are possible.

III. Prices and Payment 1. If Products are shipped from Seller's principal place of business or from any other location within the U.S.A., the quoted price is Ex Works - Seller's principal place of business or the location of shipment, as applicable, unless otherwise agreed upon in writing. If Products are shipped from outside the U.S.A., the quoted price is FCA Free Carrier (Incoterms 2020) - port of dispatch, unless otherwise agreed upon in writing. 2. The quoted price of Products does not include duty, tariffs, taxes, freight costs, or similar charges, which shall be solely borne by Buyer, unless otherwise agreed upon in writing signed by an authorized representative of Seller. All prices are subject to change prior to Seller's issuance of a written order confirmation. For all prices and Products, Seller reserves the right to make adjustments due to changing market conditions, Product discontinuation or other extenuating circumstances. 3. Buyer shall be responsible for any insurance and shipping charges of domestic shipments of Products and Buyer shall reimburse Seller for any such charges paid by Seller, unless otherwise agreed upon in writing. 4. Unless otherwise specified on Seller's written order confirmation, the terms of payment of the total invoice price for Products ordered hereunder shall be within thirty (30) days after Delivery. 5. Overdue amounts shall bear

a delinquency charge of interest at the lower of (a) eight percent (8%) per annum; or (b) the maximum rate permitted by applicable law. 6. Buyer shall have no right of set-off with alleged counterclaims. Any assignment of Buyer's counterclaims to a third party without Seller's prior written consent shall be void. 7. Buyer agrees to reimburse Seller for any costs and expenses (including reasonable attorneys' fees or costs of collection agencies) in connection with the collection of any amounts owed to Seller under this Agreement.

IV. Taxes and Other Charges Buyer shall pay to Seller, in addition to the purchase price, the amount of all fees, duties, licenses, tariffs, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local or foreign, which Seller is required to pay or collect in connection with the Products or services sold to Buyer. Failure by the Seller to collect any such fees or taxes shall not affect Buyer's obligations hereunder and Buyer shall fully indemnify, defend and hold harmless Seller with respect to such tax obligations. This Article IV shall survive the termination or expiration of this Agreement.

V. Suspension and Cancellation If Buyer shall omit delivery instructions or shall fail to accept Delivery (defined in Section VI), as required by this Agreement, or shall fail to make any payment when it becomes due or shall commit any other breach of contract, or if Buyer shall enter into any composition or arrangement with its creditors or if any distress or execution is levied upon any goods or property of Buyer, or if Buyer shall commit any act of bankruptcy or, if a corporation, a receiver shall be appointed of the whole or any part of its undertaking or assets or if Buyer shall pass a resolution for winding up or if a court shall make an order to that effect or if Buyer shall have a receiving order made against it, then, at Seller's sole option and discretion, Seller may defer or cancel any further deliveries or services and treat this Agreement or any other agreement between Seller and Buyer as terminated, but such termination shall be without prejudice to Seller's right to any unpaid price for Products delivered or cost of work done under this Agreement and to damages for loss suffered in consequence of such termination.

VI. Delivery and Risk of Loss and Governmental Licenses 1. Delivery of Products to a common carrier at Seller's principal place of business or at any other loading point, if so agreed to by the parties in writing, shall constitute delivery to Buyer ("Delivery"), and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall upon Delivery, shift to Buyer. If Buyer is responsible for any shipment delay, Seller's written notification to Buyer that Products ordered hereunder are ready for shipping shall constitute Delivery to Buyer, and all further risk of loss or damage as well as all costs for handling, transportation and storage shall be borne by Buyer. 2. Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, pandemic, fire, accident, strike, slowdown, war, terrorism, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities or delays in deliveries by subcontractors or suppliers by any such circumstance as referred to above. Seller reserves the right at any time to substitute a Product

with a product that has the same function as such Product, or to delete a Product. Further, unless expressly agreed in writing by Seller, the estimated date of delivery shall never be regarded as a deadline.

3. It is Buyer's sole responsibility to pay for and to obtain any governmental or other licenses, certificates or documentation as may be required.

VII. Storage If Products are not shipped within thirty (30) days after notification to the Buyer that they are ready for shipping, including the Buyer's failure to give shipping instructions, Seller may store such Products at the Buyer's sole risk in a warehouse or other storage facility or upon Seller's premises and the Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefore.

VIII. Limited Warranties 1. Seller warrants that Products produced by Seller shall be free from defects in material and workmanship for a period of one (1) year from the date of Delivery. Seller's obligations under the aforesaid warranty shall be discounting, repairing or replacing Products, which if properly used and maintained, prove defective in material or workmanship. Such discount, repair or replacement shall be Seller's sole obligation and Buyer's sole remedy hereunder and shall be conditioned upon (a) Buyer's inspection of Products within fourteen (14) days of Delivery to Buyer or, as applicable, upon discovery of a latent defect, (b) Seller's receipt of written notice of any alleged defect within ten (10) days after such inspection or discovery, and (c) at Seller's option, return of such defective Products. Any Product repaired or replaced pursuant to this warranty will be warranted for the remainder of the original warranty period. Upon Seller's request, Buyer shall promptly provide samples and/or other evidence of the alleged defect(s) and shall allow Seller's representatives access to the alleged defective Products. Claiming an alleged defect does not relieve Buyer of any of its payment obligations to Seller. Use of allegedly defective Products must be suspended until written clearance is issued by Seller for continued use. Buyer shall not return any alleged defective Products without Seller's prior written consent. Buyer agrees to reimburse Seller for all costs and expenses associated with any return of Products unauthorized by Seller. Receipt or inspection of returned Products by Seller shall not be deemed admission of any alleged defect. **2.** Seller's obligations under Section 1. of this Article VIII shall not apply to any part of Products sold hereunder, which (a) are not used in accordance with its instructions or if it is used for a purpose not indicated on the labeling; (b) are consumed by normal wear and tear; (c) are disposable goods and have a normal life time inherently shorter than the herein stated warranty period; (d) have been damaged due to negligent or faulty use, alteration, maintenance, storage or handling by Buyer and/or third parties; or (e) result from failure to use approved components for maintenance and replacement parts. **3.** Any suggestions by Seller or Seller's agents regarding use, application or suitability of Products shall not be construed as an express warranty unless confirmed to be such in writing by Seller. **4.** THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART UNLESS OTHERWISE REQUIRED BY LAW. **5.** Any products distributed, but not manufactured by Seller, are not warranted by Seller and Buyer must instead rely on the representations and warranties, if any, provided directly to Buyer by the manufacturer of such product. **6.** Any Products which by agreement of the parties are of less than Seller's standard quality are sold "as is".

IX. Limitation of Liability 1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT: (a) IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE TOTAL PRICE PAID BY BUYER FOR THE PRODUCTS SOLD BY SELLER WHICH GIVES RISE TO THE CLAIM. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. **2.** If applicable, Buyer agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in this Agreement. **3.** This Article IX shall survive the termination or expiration of this Agreement.

X. Security Interest Until all amounts due hereunder have been paid in full, Buyer hereby grants Seller a security interest in the Products sold pursuant hereto and Seller shall have all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the Products and make it available to Seller at a place reasonably convenient to both parties. Buyer hereby appoints Seller its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by Seller to perfect and continue Seller's security interest hereunder.

XI. Proprietary Information/Confidentiality 1. All specifications, and other information furnished by Seller are proprietary to Seller and confidential. Such information has been developed at substantial expense and contains trade secrets that are the exclusive property of Seller. Buyer may not reproduce or distribute such information except to such of Buyer's employees who are required to have such information in order to perform their duties and agree, in writing, to keep such information confidential. All such information supplied by Seller except for information that (a) was generally available to the Buyer from public or published sources, provided publication did not take place in violation of this Agreement or through fault or omission of the Buyer, (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either the Buyer or Seller, or (c) was disclosed to the general public with the written approval of Seller shall be received in confidence, and Buyer shall exercise due diligence and reasonable care to hold such information in confidence. **2.** This Article XI shall survive the termination or

expiration of this Agreement.]

XII. Insurance 1. Seller is entitled to insure Products sold hereunder against damage or loss during (a) transportation; and (b) the time shipping is delayed for reasons beyond the reasonable control of Seller, at the expense of Buyer, unless the parties have agreed otherwise. Seller, however, is not obligated to obtain insurance. 2. Until final payment is made Buyer shall insure such Products at its expense for the benefit of Seller against damages and loss including, but not limited to, fire and flood, and shall give written proof thereof to Seller.

XIII. Patents, Copyrights and Trademarks 1. Seller assumes no liability as to any patent or copyright infringement by virtue of the use of Products in combination with other goods or services, or the use of Products manufactured to Buyer's specifications. 2. Buyer shall not use Seller's trademarks without Seller's prior written consent.

XIV. Indemnity Buyer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees, agents and insurers of each of them, from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) incurred by Seller, arising from, in connection with or as a consequence of (a) any negligent, or wrongful act or omission by Buyer; (b) Buyer's transfer, use or sale of any Product, except to the extent that such suit or demand arises out of the failure of such Product to meet Seller's express warranties; and/or (c) Buyer's possession, operation, maintenance, delivery or return of Product. Such protection shall include, without limitation, claims for personal injury or death or property damage arising out of any act or omission of Buyer or its customers. 2. This Article XIV shall survive the termination or expiration of this Agreement.

XV. Remedies for Breach Buyer understands and agrees that Seller will not have adequate remedy at law for the material breach or threatened breach by Buyer, or its, agents, employees, representatives or subcontractors, of any one or more of the covenants set forth in Articles XI and XIII, Section 2. of this Agreement. Buyer further agrees that in the event of any such material breach or threatened breach, Seller may, in addition to (but not in substitution for) the other remedies which may be available to it either at law or in equity, file suit in the applicable court or courts in equity to enjoin the Buyer from the breach of or threatened breach of said covenants.

XVI. Severability, Assignment and No Waiver If at any time any one or more of the provisions of this Agreement become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired. Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Seller. Any attempted assignment without the Seller's consent shall be considered ineffective and void. No course of dealing or failure of either party to strictly enforce any item, right or condition of this Agreement shall be construed as a waiver of such terms right or condition.

XVII. Force Majeure Neither party shall be held responsible for any loss, damage, delay or lack of delivery arising from fire; strikes, lockouts, injunction or other labor troubles; governmental intervention including prohibition or extraordinary taxation upon import or export; war; riots; acts of terrorism; explosion; weather; flood; pandemic/epidemic; quarantine; acts of God or nature; inability to obtain on terms acceptable to Seller or a shortage of, fuel, power,

raw materials, labor, containers or transportation; accident; breakage of machinery or other apparatus; disruption of normal supplier channels of distribution; or any other act or force beyond the affected party's reasonable control. Buyer may cancel, without liability, deliveries suspended for at least thirty (30) days by Seller for reasons stated in the previous section, but the Agreement shall otherwise remain in effect. Seller reserves the right to allocate and fairly apportion Products among its internal and external customers during force majeure events in any manner Seller, in its sole discretion, deems appropriate. Seller shall have no obligation to acquire by purchase or otherwise any Products that Seller is unable to supply to Buyer due to force majeure events.

XVIII. Arbitration Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Chicago, Illinois, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures to the extent allowed under such rules and if not allowed then JAMS' Comprehensive Arbitration Rules and Procedures shall apply. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The arbitrator's decision shall be reduced to writing. Further, the award by the arbitrator shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER ANY AGREEMENT CONCLUDED PURSUANT TO THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

XIX. Governing Law THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES HEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT OR ANY RELATED SALE SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (EXCLUDING ANY CONFLICT OF LAWS PROVISIONS OF THE STATE OF ILLINOIS WHICH WOULD REFER TO AND APPLY THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION). THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS (VIENNA, 1980) (CISG) AND THE CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS (NEW YORK, 1974) SHALL NOT APPLY TO THIS AGREEMENTS CONCLUDED BY THE PARTIES, NOR TO ANY LEGAL RELATIONSHIPS BETWEEN THE PARTIES.

XX. Complete Agreement This Agreement and Seller's acceptance form constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties.