

TERMS AND CONDITIONS OF SALE

1. General.

1.1 These General Terms and Conditions of Sale and Delivery (“Terms and Conditions”) supersede all printed terms and conditions on any purchase order or other form (“Form”), if any, of a Customer that has presented a Form (“Customer”) and any other inconsistent terms submitted by Customer prior to acceptance by Jeremias Inc. (“Seller”) of a purchase order (“Order”). These Terms and Conditions shall govern exclusively any transaction by and between Seller and Customer (“Transaction”) unless otherwise agreed upon by Seller in writing.

1.2 Customer acknowledges that Seller hereby expressly rejects any and all conflicting or different terms and conditions by Customer unless Seller expressly agrees in writing that Customer’s terms and conditions shall govern a particular Transaction. No sales representative or other independent representative of Seller shall have authority to vary these Terms and Conditions in any respect or to agree to any additional terms or conditions.

1.3 Seller’s Terms and Conditions shall also exclusively govern a Transaction in the event that Customer submits conflicting or different terms and conditions and Seller accepts an order or proceeds with the shipment of Seller’s products (“Products”) or otherwise proceeds with the Transaction without expressly rejecting Customer’s terms and conditions.

1.4 Customer’s receipt of Products shall be conclusive evidence that Customer has acknowledged and agreed that these Terms and Conditions shall govern the Transaction under which such Products were shipped.

2. Offer and Acceptance.

All offers are subject to change and technical descriptions and other information in offers, brochures and the like shall be non-binding. Orders are binding only after written acceptance by Seller within fifteen (15) business days of receipt of an Order (“Acceptance”). Customer acknowledges that Seller reserves the right to reject any Order for any reason or for no reason. Verbal Orders are not accepted.

3. Time of Performance, Delays, Place of Performance.

3.1 Any information with regard to time of performance and/or delivery shall be non-binding, unless otherwise expressly stated by Seller in writing.

3.2 All terms of performance and/or delivery shall be subject to (i) correct and timely availability of supplies and raw materials, (ii) Customer’s timely delivery of all information and specifications necessary to fill an Accepted Order, (iii) Customer’s required performances and/or deliveries under the Accepted Order, (iv) Customer’s approvals and plan verifications, (v) Customer’s compliance with all payment terms set forth herein below, and (vi) Customer’s strict compliance with all obligations set forth in these Terms and Conditions.

3.3 The time of performance and/or delivery shall be extended by the period of time in which Customer is in default of any of its obligations under an Accepted Order or for as long as it does not meet its contributory obligations thereunder.

3.4 If Customer requests any changes to an Accepted Order, and Seller agrees thereto in writing, then the time of performance and/or delivery with respect to such changed Accepted Order shall be extended by a reasonable period of time to accommodate such changes.

3.5 Seller shall be in compliance with respect to all agreed-upon delivery dates (i) if the Products were released into the custody of the common carrier (“Carrier”) on the agreed upon date of delivery or (ii) as soon as Seller has communicated to Customer its de facto readiness for shipment.

3.6 If Customer causes delivery of the Products to be delayed or rejected, Seller shall be entitled to charge the higher of the equivalent of customary third-party storage charges or actual cost incurred, for Seller’s storage of the Products; outgoing and ingoing freight expenses shall be borne by Customer for any such delivery.

3.7 Seller retains the right to withhold any shipments of Products for as long as Customer is in default under any obligation of any Accepted Order, current or previous.

4. Shipment; Risk of Loss; Shipping Schedule.

4.1 Shipments shall be made ex works Seller's warehouse, unless otherwise specified in writing.

4.2 The Products shall be delivered without packaging materials and are not protected against weather. Upon request, Seller will arrange for packaging, rain protection and transportation supplies at Customer's expense.

4.3 Seller will use its commercially reasonable efforts to ship the Products as agreed upon by Seller and Customer. However, Customer acknowledges and agrees that lead time will vary according to availability of supply, delays in transportation, manufacturing problems and other conditions, and, consequently all delivery dates communicated by Seller are estimates and shall be subject to change without notice. Delay in delivery of any shipment of Products shall not relieve Customer of its obligations to accept such shipment or any other shipment.

4.4 Seller shall invoice all freight charges to Customer.

4.5 All shipments are NOT insured. Customer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of Customer. Seller assumes no responsibility for any such loss or damage.

4.7 All shipments shall be made by a common carrier ("Carrier") of Seller's choice and under consideration of Customer's preferred Carrier. Any special arrangements requested by Customer shall be at Customer's additional expense.

4.8 Seller reserves the right to deliver in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries. Excess and short deliveries in respect of the agreed quantities customary in this industry are deemed reasonable.

5. Prices, Payment, Settlement.

5.1 All prices are valid ex works unless otherwise agreed upon by Seller in writing. All prices and compensations are in US\$ plus applicable transportation costs, expenses, packaging, dispatch and, if applicable, insurance of Products in transit.

5.2 Deductions of any kind require Seller's prior written approval.

5.4 Unless otherwise agreed upon by Seller in writing, payments are due without discount immediately after delivery of the Products and Customer's receipt of invoice, and payment shall be due within thirty (30) days thereafter.

5.4. Upon Customer's default of payment, interest will accrue at a rate of the lower of (i) eight percentage (8%) points above the currently applicable legal interest rate or (ii) the maximum interest rate permitted by applicable law. Customer shall pay all costs of collection, including legal fees. Seller reserves the right to seek any additional remedies allowed by law.

6. Taxes; Duties.

Customer shall pay, in addition to any invoiced amount, all taxes, if applicable, upon the production, sale, shipment or use of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs, as well as all duties and other charges associated with the export of products outside the United States. In the event that Seller is required to pay any such taxes, Customer shall indemnify, pay or reimburse Seller on demand for such payments and any penalties or fees related thereto.

7. Inspection; Claims; Return.

7.1 Customer shall inspect any shipment of Products immediately upon delivery with respect to quantity, quality and defects. If Customer discovers any quantity or quality deviation or any defect, Customer shall notify Seller of such deviation or defect and shall also supply invoice number and date of invoice. Such notice shall be given to Seller in accordance with Section 13 below within two (2) business days of delivery. Customer shall not refuse acceptance of shipment because of transit damage as this causes unnecessary shipping expense and delay. If damage or loss is ascertainable by Customer upon delivery, Customer must file a claim with the Carrier and notify Seller in writing as set forth above within two (2) business days after delivery. Notations regarding such claim shall be made on all copies of Carrier's waybill and the driver must sign all copies to acknowledge notification of the claim. For any defects which are not immediately apparent, Customer shall notify Seller within two (2) business days of discovery of a defect. Upon Seller's request, Customer shall furnish to Seller all original delivery records so as to assist Seller in assessing the validity of the claim.

7.2 Customer shall not return any Products without prior written approval of Seller.

7.3 A thirty percent (30%) restocking fee shall apply for all returns not due to defect in workmanship or materials.

8. Force Majeure.

Seller shall not be liable for damages as a result of any delay or failure of performance and/or delivery due to any cause beyond Seller's control, including, without limitation, acts of nature or God, act of Customer or any of its representatives, any statute, ordinance, regulation, order or other governmental agency or judicial action, fire, storm, flood, earthquake, explosion, accident, war or rebellion, sabotage, epidemic, quarantine restrictions, strike, riot, terrorism, war, transportation embargoes, failure or delay in transportation or inability to obtain or delay in obtaining necessary labor, products, fuel or manufacturing locations or failures of manufacturing machinery. In the event of any such delay, the date of performance shall be extended for a period equal to the time loss by reason of such delay. If the disruptions continue for one month after the expiry of the agreed delivery time and date, both parties may fully or partially withdraw from the Transaction.

9. Limited Warranty.

Seller's provides a Limited Warranty as stated in Seller's Limited Warranty Document, which is by this reference incorporated herein.

10. Damages Disclaimer and Limitation.

IN NO EVENT SHALL SELLER BE LIABLE TO ANY CUSTOMER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE LESSER OF THE AMOUNT OF (A) TOTAL COMPENSATION PAID BY CUSTOMER TO SELLER FOR THE PRODUCTS, OR (B) PROCEEDS AVAILABLE FROM ANY INSURANCE POLICY IN EFFECT AND APPLICABLE TO THE EVENT GIVING RISE TO SUCH LIABILITY.

11. Intellectual Property.

11.1 Customer acknowledges Seller's exclusive right, title and interest in Seller's patents, trademarks, service marks, trade names, emblem, designs and methods relating to Products (the "Intellectual Property"). Customer acknowledges that Seller has certain ideas and information concerning financial matters and trade secrets and corporate proprietary information, written and unwritten (the "Information and Ideas") which Seller is willing to disclose to Customer from time to time as it becomes necessary to promote a Transaction. Customer shall not acquire any right, title or interest in the Intellectual Property or the Information and Ideas by virtue of any Transaction under these Terms and Conditions, or at any time describe or represent itself to others as having such right, title or interest. Customer shall promptly notify Seller of any and all infringements of the Intellectual Property or the

Information and Ideas of which it becomes aware and will assist Seller in taking action against any such infringements.

11.2 Customer acknowledges and agrees that irreparable harm would be suffered by Seller in the event of a breach of this Section 11 and that Seller shall have the right to seek injunctive relief in the event of a breach or threatened breach of this Section. Customer agrees that the rights of Seller provided in the sentence above and under the terms of these Terms and Conditions shall be in addition to, and not in lieu of, all other rights Seller may have at law or in equity to protect the Intellectual Property and the Information and Ideas.

12. Indemnification.

To the fullest extent provided by law, Customer agrees to indemnify Seller, its affiliates, officers, directors, employees and agents (the "Seller Indemnified Parties") against any and all damages, losses, costs, claims, demands (including the cost, expenses, accountant and reasonable attorney fees incurred in connection with the defense of any such matter and the enforcement of this indemnification provision) incurred by any of the Seller Indemnified Parties as a result of any claim, lawsuit, action or proceeding (collectively, the "Seller Claims"), which may be made or brought against any of the Seller Indemnified Parties as a result of (i) the delivery of Products by Seller, (ii) any breach of any representation, warranty, term or obligation of Customer regarding a Transaction, or (iii) Customer's failure to comply with all applicable laws, rules and regulations. Such indemnification shall specifically include, but shall not be limited to, any Seller Claim made by a third party that is based on a negligence or any other tort theory, strict liability, products liability, incidental damages, consequential damages, indirect damages, special damages, lost revenue, lost profits or, lost business theory. Customer also agrees to indemnify the Seller Indemnified Parties for any and all fines, charges, expenses, taxes and any other costs levied on Seller by any agency or entity based on Seller's delivery of performance of Products covered hereunder.

13. Notice.

Any notice or other communication required or permitted by these Terms and Conditions to Seller shall be sent postage prepaid, by certified mail, by courier such as United Parcel Service or e-mail, to the following: Jeremias Inc., 983 Industrial Park Drive, Marietta, GA 30062, E-mail: Larry.Rohskopf@Jeremias.com. Notices shall be effective upon receipt.

14. Bankruptcy or Insolvency.

If Purchaser files any petition under any bankruptcy reorganization, composition or insolvency law, if any other person or entity files such petition with regard to Purchaser, or if a receiver has been appointed to manage Purchaser's affairs or property, Seller, in its sole discretion, may terminate any Accepted Order or Transaction by written notice to Purchaser. Seller's termination shall not prejudice its rights to the amounts then due under an Accepted Order or a Transaction or to any other remedies available. In the event an action is brought by Seller to collect the monies due hereunder, Purchaser shall pay all cost of collection, including reasonable attorney's fees, and interest allowed by law.

15. Arbitration.

All disputes, controversies, claims or differences which may arise between the parties hereto out of or in relation to or in connection with an Accepted Order or Transaction or the breach thereof, whether material or immaterial, or if either party commits a default hereunder, either party shall have the right to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. If the matter or matters ("Matter") in dispute exceeds Fifty Thousand Dollars (\$50,000), the Matter shall be considered by a panel of three arbitrators. Each party shall appoint one arbitrator within fifteen (15) days of receipt of notice of the other party requesting arbitration and the arbitrators so selected shall then select a third arbitrator. Upon failure of the parties to appoint an arbitrator (or of the arbitrators selected to appoint a third arbitrator) as contemplated in the foregoing sentence, AAA shall appoint an arbitrator. If the Matter in dispute is equal to or less than Fifty Thousand Dollars (\$50,000), the Matter shall be considered by a single arbitrator. The parties shall mutually agree to the single arbitrator, or if the parties are unable to so agree on an arbitrator within thirty (30) days following a request for arbitration by either party, the arbitrator shall be selected by AAA. The decision of the arbitrator(s) (by majority vote if there are three arbitrators) shall be binding upon all parties. If there are three arbitrators, each party shall bear the cost

of its arbitrator and cost of the third arbitrator shall be borne by the non-prevailing party. If there is a single arbitrator, the non-prevailing party shall bear the cost of the arbitrator. Each party shall bear all of its own witness fees and attorneys' fees. The arbitration proceeding shall occur in Atlanta, Georgia.

16. Jurisdiction; Venue.

For purposes of injunctive relief or should arbitration not be available, in any legal action relating to the sale and shipment of Products under these Terms and Conditions, Purchaser irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Georgia or the United States District Court for the Northern District of Georgia; and (ii) that if Purchaser brings the action, it shall be instituted in one of the courts specified in Subsection (i) above. Service of process provided to Purchaser in accordance with Section 13 above shall be effective and sufficient to establish jurisdiction and venue in such court in any such action. Should arbitration not be available, Seller may institute legal action in any appropriate jurisdiction.

17. Governing Law.

The Accepted Order, including these Terms and Conditions and any Transaction resulting thereof shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, but excepting any Georgia or United States rule, law or treaty which would result in the application of the law of a jurisdiction other than Georgia. In particular, the Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

18. Severability.

If any provision of an Accepted Order, including these Terms and Conditions shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Accepted Order, including these Terms and Conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

19. Export.

19.1 Seller's Products are designed to remain in the country of delivery as agreed upon with the Purchaser. The export of Products supplied hereunder by the Purchaser may be subject to governmental approval. The Products are particularly subject United States export controls and embargo laws and regulations. It shall be Purchaser's duty to independently gather information with regard to these laws and regulations from all appropriate authorities. Seller shall not be liable for any export permission or export fitness.

19.2 It shall be Purchaser's sole responsibility to obtain all necessary approvals from each respective export authority prior to exporting such Products. Any forwarding of Products governed hereunder by the Purchaser to third parties, with or without Seller's knowledge, shall require the transfer of the export licensing conditions. The Purchaser shall at all times remain liable to Seller for the correct adherence to this condition.

20. Assignment.

Purchaser shall not delegate any duties or assign any rights under any Accepted Order without the prior written consent of Seller. Any such attempted delegation or assignment shall be void.

21. Third Party Rights.

Nothing in any Order or Acceptance is intended to confer any rights or remedies on any persons other than Purchaser, Seller, and their respective successors and permitted assigns.

22. Headings.

The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect the language included herein.

23. Amendment.

Seller reserves the right to change, modify, add, or delete portions of these Terms and Conditions from time to time without further notice. Any and all Products delivered shall be pursuant

Effective November 22, 2022



to, and in accordance with, these Terms and Conditions as of the Effective Date which is contemporaneous with, or in effect as of, the date of the applicable Order.