



A NOVARIA GROUP™ COMPANY

TERMS AND CONDITIONS OF SALE

Terms and Conditions: Unless otherwise stated in a previously accepted contract, the following terms and conditions (“T&C’s”) shall be the sole terms and conditions governing the sale of goods by Novaria Holdings, LLC, including its affiliates and subsidiaries (“Seller”) to the purchaser of goods (“Buyer”). These Terms and Conditions are hereby incorporated into and made a part of each Purchase Order and shall be the complete and final agreement (“Agreement”) between Seller and Buyer with respect to the purchase and sale of Goods identified in the Purchase Order, provided that no preprinted or form language appearing in Buyer’s Purchase Order shall become a part of the Agreement. Seller’s acceptance of any Buyer Purchase Order is expressly made conditional upon Buyer’s acceptance of these Terms and Conditions, and Seller objects to any additional or different Terms and Conditions, whether contained in Buyer’s Purchase Order or otherwise. Seller will not be deemed to have waived these Terms and Conditions of sale if Seller fails to Object to Provisions contained in Buyer’s Purchase Orders, other forms or otherwise.

CREDIT TERMS: Credit terms are as shown on the face of seller’s sales order, which is available to buyer on request. Accounts will be opened only with buyers whose credit seller approves. Seller may change its credit terms on existing orders, in its sole discretion, to require cash on delivery, cash in advance, or credit card payment, whenever doubt as to buyer’s creditworthiness develops for any reason.

Delivery; Title and Risk of Loss: All sales of Goods shall be Ex-Works (EXW Incoterms 2024) Seller’s manufacturing facility when destinations are U.S., Canada or Mexico. Goods shall be invoiced and become the property of Buyer upon tender of delivery thereof to the carrier. All sales of Goods with destinations outside U.S., Canada or Mexico shall be FCA Seller’s plant (Incoterms 2024). Buyer has the right to specify the method of transportation and the common carrier to be used. Absent such specification, the Seller shall ship the Goods by a common carrier of its own selection and invoice Buyer for all applicable charges associated with such shipment. Title and risk of loss or damage to Goods will pass to Buyer upon tender of delivery of such to carrier at Sellers manufacturing facility. A security interest and right of possession to Goods will remain with Buyer, regardless of mode of attachment to realty or other property until full payment has been made. Therefore, Buyer agrees to do all acts necessary to perfect and maintain such security interest and title in the Seller and will adequately insure products against all loss or damage, with Seller being named as an additional insured.

Assignment: The Purchase Order and any right or interest hereunder may not be assigned by Buyer without Seller’s prior written consent.

Delays: Lead times and delivery dates do not include transportation time. All shipping dates are estimates only. Seller will use commercially reasonable efforts to fill the Purchase Order in accordance with the estimated shipping date, but Seller will not be responsible for any delays in filling the Purchase Order nor liable for any losses or damages resulting from such delays, and the Purchase Order will not be subject to cancellation for any such delays.

Force Majeure: Seller will not be liable for delays in filling the Purchase Order or failure in the performance of any of its obligations under this Agreement caused by accidents, labor disputes



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or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the government, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those set forth above, beyond Seller's reasonable control.

Execution: Seller will not be bound by any other agreement or any modification until approved in writing by Seller. Any changes requested by Buyer to any Purchase Order will be subject to the consent of Seller and to an equitable price adjustment and/or delivery adjustment, as determined by Seller. Course of conduct by Seller shall not be deemed a modification or waiver under any circumstances.

Expedite Fees: From time to time, a fee may be assessed for accelerated or expedited delivery. If the accelerated deliveries are not met, a mutually agreed reduction in fees may apply, in accordance with the pro-rated number of days of delay between normal lead time and the accelerated date.

Payment and Prices: Buyer will make payment pursuant to Seller's invoices at the prices and charges provided herein subject to any applicable agreement between the parties, such as any economic price adjustment clauses or other material re-pricing or surcharges. Buyer's obligation to make full and timely payment for each shipment will be without rights of set-off. All prices and payments are in U.S. dollars. The prices stated do not include state or federal excise, sales or use taxes, if any. All such taxes in effect or hereafter levied, which are applicable to the sale of the Goods, are in addition to such prices and will be paid by Buyer. All prices include packaging in accordance with Seller's standard procedures. Charges for special packaging, crating or packing are the responsibility of Buyer. In the event tariffs or duties are imposed or increased on the goods subject to this Agreement (or on any component or portion thereof), the price of the goods shall be adjusted accordingly, prior to shipment, to reflect such tariff or duty (or any increased cost thereof). Such adjustment shall be effective immediately on the date that such tariff or duty (or any increase thereof) becomes effective, without any further action. Unless otherwise agreed to in writing by Seller, payment terms are net 30 days from the date of invoice. Seller retains all rights at law pertaining to the collection of unpaid amounts owed by Buyer under this Agreement. All past due accounts will be subject to a charge of one and one-half percent (1-1/2%) finance charge per month on the unpaid balance, which is an annual percentage rate of eighteen percent (18%). In the event Buyer defaults in its obligations hereunder, Buyer shall be liable for Seller's costs of collection, including attorneys' fees. Where reasonable grounds for insecurity exist with respect to due payment by Buyer, seller may demand different terms of payment and may demand assurance of due payment. Seller may, upon the making of such demand, stop production and suspend shipment hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Purchase Order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.



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Quantity: If quantities shown on packaging are based on weight counts, Seller will use commercially reasonable efforts to ensure that its weight counts are accurate. The parties agree that if the quantity of Goods, as determined by actual weight, is within two percent of the quantity shown on the packaging, Buyer shall be deemed to have received the quantity shown on the packaging, and Buyer shall pay for such amount. Any Purchase Order filled by Seller that is less than the quantity ordered by Buyer, but not less than ninety percent (90%) of the quantity ordered will be deemed to be fully filled. In such event, Seller shall notify Buyer that the Purchase Order has been filled, and Buyer shall be entitled only to the quantity of Goods provided by Seller, and shall be required to pay only for the amount actually delivered by Seller.

Inspection, Acceptance or Rejection: Buyer will make adequate inspection of the Goods promptly after their receipt, and in any event within thirty (30) days of receipt, and will give Seller prompt written notice of any non-conformity or defect. Any rejection of Goods or Services by Buyer must be within sixty (60) days from date of shipment. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect. Buyer must keep lot traceability records for the Goods to ensure that lots manufactured by Seller can be traced through Buyer's manufacturing and/or sales processes. Unless seller otherwise states in writing, Seller inspects goods on a sample basis only, pursuant to its standard inspection procedures.

Warranty: Seller makes no warranty, express or implied, except such as is expressly set forth herein. Seller warrants that the Goods sold to Buyer, at the time of shipment, will meet Seller's specifications and be free from defects in material and workmanship. Such warranty is limited to twelve (12) months from the date of shipment of the Goods to Buyer. Seller's sole obligation and liability in the event of breach of warranty and Buyer's sole remedy, as determined by Seller, will be Seller's repayment of the amount paid for any non-conforming Goods, or repair or replacement of non-conforming Goods free of charge at Buyer's delivery point. Such repair, replacement or repayment will be made only upon return of the non-conforming Goods, which may be returned at Seller's cost only after inspection by Seller (which may be by Buyer returning a sample to Seller at Seller's request) and Buyer's receipt from Seller of definite shipping instructions and an RMA number. Non-conforming Goods shall be returned within 30 days of RMA issuance. No goods may be returned to seller without seller's prior written consent. Authorized returns of non-defective goods will be subject to a minimum restocking charge equal to 15% of seller's invoice price.

Limitation of Liability and Damages: Seller's liability under this Agreement shall be limited to repayment of the amount paid, or repair, or replacement of non-conforming Goods only, and the Seller shall not be liable for the cost of procurement or substitute product. In no event shall the Seller be liable for any indirect, special, incidental, consequential or exemplary damages incurred by the other party, or any successors in interest or any beneficiary of this Agreement, and in any way arising out of or in connection with this agreement or any breach thereof, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

Claims: Claims for products damaged during shipment are not covered under the warranty provision stated herein. All products damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures.



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All claims by buyer against seller must be made in writing to Seller within 10 days after buyer's receipt of the goods. Failure to give timely notice will constitute buyers' waiver of all claims relating to the goods and their order. Any notice of an alleged shortage of weight or units must include: (a) for weight shortages, a specification of the weight (including tare); and (b) for unit shortages, a description of the method used in arriving at the count of the goods.

Termination: In the event Buyer breaches any of its obligations or fails to make payments in a timely manner as required by the terms of the PO Agreement, and Buyer does not provide security for future payments to the satisfaction of Supplier, or in the event of a change of control of Buyer, or if Buyer is subject to bankruptcy or similar action or becomes insolvent, Supplier may terminate any and all of its obligations under the PO Agreement. Buyer may not terminate any Purchase Order without the prior written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller may be assessed in connection with such termination.

Confidentiality and Intellectual Property: Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure. Seller retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to Goods and Services, and except for Buyer's right to use the Goods and Services that are the subject of this Agreement. Buyer obtains no rights to use any such intellectual property. Acceptance of Buyer's Purchase Order does not obligate Seller to license or assign any patent rights or other intellectual property. All tools, jigs, dies, manufacturing drawings, processes and other facilities of Seller used in the performance of this contract shall remain the property of Seller.

Governing Law: This Agreement will be governed by, and interpreted in accordance with the laws of the State of Delaware without regard to the laws that might be applicable under principles of conflicts of law. The United Nations Convention on Agreements for the International Sales of Goods will not apply to this Agreement.

Quantities: Buyer will accept overruns or underruns on individual items ordered (including customer-furnished parts), as follows:

- Order amounts under 1,000 units: plus, or minus 10% of the quantity ordered.
- Order amounts 1,000 to 10,000 units: plus, or minus 5% of the quantity ordered.
- Order amount over 10,000 units: plus, or minus 3% of quantity ordered.

TOLERANCES: Unless otherwise specified, all tolerances and dimensions will be to the seller's standards.

DIES, TOOLS, ETC.: Charges for dies, tools or gages do not transfer their ownership to buyer or allow buyer the right to remove them from seller's factory.