



SUR-SEAL LLC TERMS AND CONDITIONS
(REV. JANUARY 23, 2022)

These terms and conditions (the “Terms”) constitute all of the terms and conditions upon which Sur-Seal, LLC its affiliates and subsidiaries (collectively “Sur-Seal” or “Seller”) will sell products, components, materials, and/or goods (collectively “Goods”) to Buyer. No modification or variation in these Terms, irrespective of any wording in Buyer’s offer, acceptance or other documentation, are binding unless otherwise agreed in a writing signed by Sur-Seal. Unless withdrawn, Seller’s quote is valid for 30 days, and may be accepted by Buyer’s communication, issuance of a purchase order, order of Goods, or acceptance of Goods irrespective of acceptance date. Acceptance is expressly limited to Seller’s Terms, and no additional or different terms or conditions proposed by Buyer shall constitute part of the agreement, all of which Seller expressly objects to. Seller shall not be deemed to waive these Terms or permit additional or different terms to modify it if it fails to otherwise object to Buyer’s documents. Seller’s Terms, whether provided in a quote, in acceptance of a purchase order, or as part of an invoice constitute the entire agreement between Buyer and Seller with respect to the Goods, unless a supply or master services agreement exists between Buyer and Seller. In the event of material differences with the Terms, the supply or master services agreement shall control. Buyer shall not rely on any other representation, promise, understanding, or agreement, express or implied, other than as set forth herein. Terms are also available on <https://www.sur-seal.com/privacy-policy/>.

Purchase orders provided to Seller must contain the following information: (1) legal bill to name and address; (2) unit or lot price; (3) box/unit quantity; (4) ship to or clearinghouse address for foreign shipments; (5) any extra charges including but not limited to freight, tariffs, line set up or break down fees, expedite fees, quoted tooling, and other fees). Purchase orders that do not contain this information shall not be accepted by Seller. Seller lead times shall be based upon when it receives a purchase order with all required information correctly provided. Lead times only apply when Buyer is current on all payment obligations to Seller.

All Goods shall be provided Ex Works Sur-Seal’s facility. Unless otherwise set forth on Seller’s website, quote, or invoice, sales, excise, use, value add, gross receipts, or similar taxes, costs of transportation, tariffs, duties, and packaging costs, whether for sale or delivery, are in addition to the quoted price and shall be paid by Buyer. Quote prices are binding for that quote only, and prices may be modified in the event of Seller cost increases. All invoiced amounts are due net 30. Seller may require advanced payments or progress payments. Interest accrues on past due invoices at 18% per annum from delivery date until paid in full. Seller may withhold orders if Buyer fails to timely pay or is placed on a credit hold. Buyer shall pay all court costs, attorneys’ fees, and other costs incurred by Sur-Seal collecting any amounts past due, irrespective of whether a lawsuit is filed. All shipping and delivery dates are approximate and not binding on Seller. Seller is not liable for any damages for failing to ship or deliver, unless caused by Seller’s gross negligence or willful misconduct. Seller may consolidate shipments, make partial shipments, and substitute Goods of equal quality unless otherwise agreed in a signed writing. Notwithstanding this Agreement, in the event of Buyer’s breach, Seller may obtain all other remedies, legal or equitable as provided under law.

Prices include tooling unless otherwise quoted. The tooling price represents only part of the tooling’s cost. Title to and ownership of tooling (including dies, molds, jigs, tools, etc.) remains with Sur-Seal. Seller is responsible for tooling maintenance at its expense. If Seller does not receive an order from Buyer within twelve months utilizing tooling, Seller may obsolete such tooling and remove, use, or deploy it, at Seller’s

sole discretion, without notice to Buyer. New or additional parts may require additional tooling charges, which shall be paid by Buyer.

Seller warrants to Buyer that the Goods will conform to Buyer’s written specifications that Seller has accepted in writing and will be manufactured in accordance with such specifications, subject to standard industry tolerances, for a period of twelve months from shipment. Seller expressly disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. Seller’s material or design recommendations to Buyer are for informational purposes only. Buyer shall independently test and verify all Seller recommendations and unilaterally determines feasibility. Seller makes no warranty, express or implied, with respect to any recommendation. Goods may be utilized in inherently dangerous applications that cause damage, bodily injury or harm, including but not limited to dismemberment or death. Seller shall have no liability whatsoever with respect to any claim for damage, loss, bodily injury or harm, arising from or related to any Goods. Buyer’s use of Goods is at its sole and exclusive risk. Buyer indemnifies and holds Seller, its employees, officers, and agents, harmless from all claims for damage, loss, infringement, patent or trademark violation, intellectual property claim, misappropriation, and any or all injury, damage or harm, arising from or related to any Goods, its use or misuse, including litigation costs and reasonable attorneys’ fees. Seller may obtain payment for indemnification upon request. Seller’s warranty is not transferrable. Seller makes no warranty with respect to materials or components made by other individuals or entities. Seller’s warranty shall not apply to ordinary wear and tear.

Any samples, prototypes, or parts or components not in regular production (collectively “Samples”) provided by Seller are solely for development purposes, contain Seller’s confidential information, and shall not be used by Buyer other than in the course of business with Seller. Seller makes no representation or warranty concerning Samples, and all representations or warranties are expressly disclaimed. Samples are not eligible for returns absent Seller prior approval.

Seller reserves the right to discontinue the manufacture of any Goods upon sixty days advance written notice to Buyer. For any Goods not sold for a period of twelve months, an engineering change notice must be issued prior to manufacture or sale. Goods unsold after twenty-four months are obsoleted, including inventory, raw materials, and tooling. Buyer is responsible for all costs associated with such obsolescence, and shall purchase all raw material, work in progress, inventory, and tooling not otherwise saleable in Seller’s business at the time of obsolescence.

Seller’s total liability to Buyer for all purposes, whether based on contract, strict liability, or tort, is limited to the subject Goods purchase price. Seller shall not be liable for any other damages of any kind, however characterized, including, but not limited to, indirect, special, incidental or consequential damages, damages for non-delivery or delay, lost revenue or profits, installation costs, costs of effecting cover, goodwill, punitive or exemplary damages, or any other damage, loss, or expense claimed to result for the purchase or use of any Goods. Buyer has no right to set-off or deduction. Ohio law governs these Terms and the parties’ transactions. Any dispute regarding the Goods or these Terms or related thereto shall occur only in the state and federal courts in Hamilton County, Ohio, and Buyer and Seller agree to the exclusive jurisdiction and venue of all such courts.

Buyer must make any claim for defect or mis-delivery of Goods in a signed writing provided to Seller within forty-five days of the subject Goods’ delivery. If Buyer fails to so notify Seller, the Goods are accepted. Acceptance shall not affect any warranty claims. No shipments may be returned without Seller’s prior approval, which may be withheld in Seller’s sole discretion. Seller will replace defective

Goods free of charge, excluding transportation and installation charges and costs. Defective Goods shall not include any Goods subject to any problem or deficiency in design. In lieu of replacement, Seller may refund the purchase price or a portion thereof, at Seller's sole discretion. Buyer is solely responsible for all risk or loss incurred during shipment, and Seller has no responsibility for loss, damage or breakage in transit. All such claims shall be solely resolved between Buyer and carriers, and Buyer shall look exclusively to carriers for such claims. Buyer should obtain insurance covering loss during transportation of Goods in the event that carrier cannot fully satisfy Buyer's loss.

Seller reserves the right to cancel or modify any order without liability in the event of fire, accident, strike, disease or other condition beyond Seller's control, including, but not limited, acts of God or government. Either Party's failure to exercise any right provided by these Terms shall not be deemed a waiver unless in a signed writing. No waiver shall be construed as continuing. No order may be assigned by Buyer without Seller's written consent. The invalidity, in whole or in part, of any provision of these Terms or of any quote, will not affect the remainder of the quote or Terms. Under such circumstances, a suitable and equitable provision will be substituted for such provision in order to carry out the intent and purpose of these Terms and quote, including the invalid or unenforceable provision. The Terms shall survive termination, cancellation or expiration of the contract or any accepted order. Clerical or typographical errors in any quote or invoice shall not be binding upon Seller and are subject to Seller modification and correction. Emails exchanged between the Parties with signature blocks shall not constitute a signed writing.