

General Terms and Conditions of Sale - Stock Manufacturing & Design / Stock MHS

Unless expressly agreed to in writing by Stock Manufacturing & Design, Inc. or Stock MHS ("SELLER") the purchase of products by a customer ("BUYER") shall be governed by and subject to the following terms and conditions of sale:

- 1. Definition.** Any term or condition contained in any purchase order or other communication by BUYER which is at variance with these terms and conditions is agreed by BUYER to be superseded and controlled by these terms and conditions. Stenographic and clerical errors are subject to correction. No representations or warranties other than those contained in these terms and conditions shall be binding upon SELLER unless made in writing and signed by our authorized employee or officer.
- 2. Order Acceptance.** Orders for purchase of SELLER products by BUYER shall be subject to written acceptance by SELLER.
- 3. Cancellation or Change Orders.** Accepted orders are not subject to cancellation or change without payment of applicable charges and SELLER authorized written consent.
- 4. Prices/Validity.** The purchase price ("Purchase Price") and payment terms for the Purchase are detailed in the SELLER Quote or Proposal. Unless otherwise agreed to in writing, the Purchase Price excludes costs for packing/handling, shipping, freight, travel and expenses (if any). Prices are valid for 30 days from the date of the quote or proposal unless otherwise specified on the SELLER's quote.
- 5. Shipping Terms.** Unless otherwise specified in SELLER quote, all orders are subject to shipping Incoterms 2020 "FOB - Seller Dock". "FOB - Seller Dock" means that the SELLER loads the goods to the carrier or another person nominated by the BUYER at the SELLER's premises or another named place. The parties are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the BUYER at that point.
- 6. Payment Terms.** SELLER shall issue invoices to BUYER for goods and/or services provided under the Purchase Order. Unless otherwise agreed to in writing or detailed on the SELLER quote, BUYER shall pay invoices within thirty (30) days of receipt of the invoice.
- 7. Late Charges.** Payments not received by SELLER at the times specified by these terms and conditions shall bear interest after their due date at the highest rate permitted by applicable law, but not in excess of 1.5% per month. If SELLER is required to commence any suit or proceeding for collection of any delinquency, customer agrees to pay our actual costs of collection incurred, including actual reasonable attorney's fees.
- 8. Warranty.** SELLER warrants that its products will conform for one (1) year to all specifications, drawings, samples, prototypes, or other descriptions provided or approved by BUYER. SELLER also warrants that its products will be of merchantable quality and free from defects in material, workmanship, and design (other than a design provided by BUYER) under normal use and service. SELLER makes no warranty with regard to component parts of its product that are manufactured by others and instead passes to BUYER such warranties as may be provided by them to SELLER.
- 9. Warranty Limitations.** Unless otherwise expressly agreed in writing, the SELLER WARRANTY SET FORTH IN ABOVE PARAGRAPH, IS EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE. SELLER ALSO DISCLAIMS ANY WARRANTY OF FITNESS FOR INTENDED PURPOSES FOR PRODUCTS MANUFACTURED PURSUANT TO DESIGNS PROVIDED BY BUYER, WHICH ARE SOLD "AS-IS WITH ALL FAULTS".
- 10. Force Majeure.** SELLER shall not be responsible nor deemed to be in default on account of delays in performance due to causes that are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles

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causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

11. **Remedies.** The warranties set forth above shall not apply to any defect to the extent caused in whole or in part by or resulting from product misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, accident, or unusual deterioration or degradation of a product due to physical environment not expressly made known to SELLER and beyond the requirements intended for such product's specifications. No defective product may be returned to SELLER without prior or written consent. Any return must be with transportation prepaid, which may be refunded at our discretion. Under no circumstances will SELLER be liable for:
- Failures not reported within the warranty period;
 - Failures or damage due to the negligence, accidents, abuse, improper installation (unless installation is made by SELLER), improper operation, or improper maintenance and repair of others;
 - Expenses incurred by BUYER in an attempt to correct or repair any alleged defect without the prior written consent of SELLER; or
 - Any losses, costs, expenses, liabilities and damages, including but without limitation to, loss of use of profits, damage to persons or property, any liabilities BUYER may have to its customers or third persons, and all other special or consequential damages, whether direct or indirect. No liability whatsoever shall attach until the goods have been paid in full. Should an SELLER product fail within the warranty period set forth above as a result of defect in the manufacture or of failure to meet written specifications of BUYER against which the warranty applies, SELLER will repair or replace such nonconforming product at its expense or refund its purchase price if paid. If an SELLER product fails to conform to the warranties set forth in warranty above and such nonconformity is not due to misuse or improper maintenance, BUYER shall notify SELLER in writing not later than 14 days after the expiration of such warranties identifying the product, its date of purchase and the details of failure and shall make the product available for inspection by SELLER or its designated agent. At the request of SELLER any defective product shall be returned to SELLER for examination, with transportation charges prepaid and assumed by BUYER. Within a reasonable time

SELLER shall provide, at its option, with respect to a product which fails to conform to the Warranty either: a) repair or replacement of such nonconforming or defective product; or b) full refund of its purchase. Repair or replacement shall be made only by a facility approved in advance by SELLER. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

12. **Exclusion of Consequential and Incidental Damages.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF SELLER OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any legal theory.
13. **Modification.** These terms and conditions of sale may be modified only by a written instrument signed by the parties or their respective agents.
14. **Severability.** If any provision of these terms and conditions of sale is determined to be invalid, illegal, or unenforceable in whole or in part, then the invalid, illegal or unenforceable provision shall be deemed severed and the remaining provisions of such terms and conditions shall remain in full force and effect.
15. **Intellectual Property.**
- Ownership: All intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets, related to any content or materials provided by SELLER shall remain the sole property of the SELLER.
- Limited License: The SELLER grants the BUYER a limited, non-exclusive, non-transferable, and revocable license to use the SELLER's intellectual property solely for the purpose of accessing and using the SELLER's services.
- Prohibited Use: The BUYER agrees not to reproduce, distribute, modify, display, or create derivative works of the SELLER's intellectual property, except as expressly authorized in this Agreement or with the prior written consent of the SELLER.

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BUYER-Generated Content: Any content or materials submitted or posted by the BUYER to the SELLER's website or services ("BUYER-Generated Content") shall remain the property of the BUYER. However, the BUYER grants the SELLER a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use, copy, modify, create derivative works of, and distribute the BUYER-Generated Content for any purpose related to the SELLER's business.

Infringement: The BUYER agrees not to infringe upon the SELLER's intellectual property rights or the intellectual property rights of any third party. If the BUYER becomes aware of any infringement of the SELLER's intellectual property rights, the BUYER shall promptly notify the SELLER in writing.

Indemnification: The BUYER agrees to indemnify, defend, and hold harmless the SELLER, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any infringement of the SELLER's intellectual property rights by the BUYER or any BUYER-Generated Content submitted or posted by the BUYER.

Termination: The SELLER may terminate the BUYER's access to its services if the BUYER violates this Intellectual Property clause or any other provision of this Agreement. Upon termination, the BUYER shall immediately cease all use of the SELLER's intellectual property.

Governing Law: This Intellectual Property clause shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, without giving effect to its conflict of law provisions.

By accessing and using the SELLER's services, the BUYER acknowledges and agrees to the terms and conditions set forth in this Intellectual Property clause.