



**DSB TECHNOLOGIES, LLC**  
**Terms and Conditions of Sale**

1. Controlling Provisions.

(a) This document, together with the provisions in Seller's quotation or acknowledgment or Seller's similar form (this "Contract"), constitutes an offer by DSB Technologies, LLC and/or its affiliates ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Contract. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless an authorized officer of Seller expressly assents to such terms in a signed writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Seller's offer, and Seller's offer will be deemed accepted without such additional, different or varying terms. **THIS CONTRACT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT WILL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF SELLER.** Seller's sales representatives are without authority to change, modify or alter this Contract.

(b) Buyer will be deemed to have made an unqualified acceptance of this offer and this Contract on the earliest of the following to occur: (i) Seller's receipt of a copy of this Contract signed by Buyer; (ii) Buyer's payment of any amounts due under this Contract; (iii) Seller's delivery of the Products; (iv) Buyer's failure to notify Seller to the contrary within ten days of receipt of this Contract; or (v) any other event constituting acceptance under applicable law.

(c) Written quotations are void unless accepted within 30 days from date of issue and are subject to earlier change by Seller upon notice. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell.

(d) This Contract and any disputes hereunder will be governed by and construed according to the internal laws of the State of Wisconsin. Neither this Contract nor sales hereunder will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

(e) Any controversy or claim arising from or relating to this Contract, or the breach thereof, shall be negotiated by Buyer and Seller in good faith. If agreement has not been reached within 30 days of notification of claim to a party, either party may submit the dispute to a Court situated in the State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the exclusive jurisdiction of said Court.

(f) The invalidity of any provision or clause of this Contract will not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract will not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

(g) Buyer may not assign this Contract without Seller's prior written consent. Seller may assign this Contract in whole or in part, including without limitation to its affiliates or to any entity succeeding to Seller's business. Subject to the foregoing, this Contract will inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

(h) Buyer is an independent contractor and neither Buyer nor any of its employees or agents will be considered an employee or agent of Seller, its affiliates or suppliers. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on behalf of Seller, its affiliates or suppliers.

(i) The warranty limitations and damage limitations in section 7, and any other provision the performance or effectiveness of which naturally survives, will survive expiration or termination of the Contract for any reason.

(j) This Contract may only be amended or modified in a writing stating specifically that it amends this Contract and is signed by an authorized representative of each party.

2. Orders and Delivery.

(a) The manufacturing lead time for Products is the number of days, weeks or months specified in Seller's quotation or acknowledgment or Seller's similar form, 60152230

and Buyer will ensure that the requested delivery dates for its orders are not earlier than the specified manufacturing lead time. Orders will be accompanied by all required specifications with respect thereto. Buyer's orders or mutually agreed change orders will be subject to all provisions of this Contract, whether or not the order or change order so states.

(b) Seller will deliver the Products Ex-Works (INCOTERMS 2020) Seller's facility located in Janesville, Wisconsin (the "Delivery Point"). All risk of loss, damage or delay will pass from Seller to Buyer upon Seller's delivery of the Products at the Delivery Point. Title to the Products will not pass until full payment therefor has been received by Seller. Partial shipments will be permitted.

(c) All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery will not be of the essence. In the event of delay in delivery requested by Buyer or caused by Buyer's (i) failure to supply adequate instructions, (ii) failure to arrange for or complete pickup, (iii) failure to supply or approve necessary data in a timely manner, (iv) requested changes or (v) failure to provide documents required for Seller to effect delivery, Seller will store all Products at Buyer's risk and expense in accordance with Seller's then-current storage rates. Buyer shall pay all storage fees and expenses upon Seller's demand.

(d) Claims for shortages or other errors must be made in writing to Seller within ten days after Seller's delivery. Failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer.

(e) Seller reserves the right to retain samples of Products and any work performed for or on behalf of Buyer, to be used by Seller for Seller's quality assurance programs and procedures and any other legitimate commercial purpose.

3. Prices: Taxes.

(a) Unless prices are stated in Seller's quotation or acknowledgment or Seller's similar form or otherwise agreed by an authorized officer of Seller in a signed writing, prices will be the higher of Seller's most recent quote to Buyer, prevailing market price, Seller's list price, or the last price charged by Seller to Buyer for the Products. Special delivery time/processing or other unique requirements may be subject to additional charges. Seller may increase prices effective on notice to Buyer if Seller's costs increase or, for any other price increase, effective on ten days' notice to Buyer. Unless otherwise stated in Seller's quotation or acknowledgment or Seller's similar form, prices are in U.S. dollars, Ex-Works (INCOTERMS 2020) the Delivery Point.

(b) Buyer will pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, packaging, loading, unloading, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

4. Payment.

(a) Unless prices are stated in Seller's quotation or acknowledgment or Seller's similar form or otherwise agreed by an authorized officer of Seller in a signed writing, payment in full is due within 45 days after Seller's delivery at the Delivery Point. All payments will be made in U.S. dollars via wire transfer of immediately available funds to the account or accounts specified from time to time by Seller to Buyer. Notwithstanding the foregoing, terms of payment on all orders are subject to the approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (a) terminate Seller's obligations under this Contract; (b) declare immediately due and payable all Buyer's obligations to Seller; (c) change credit terms with respect to any further deliveries; (d) suspend or discontinue any further deliveries; and/or (e) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge in an amount equal to the lesser of 1.5% per month or the maximum amount allowable by law on all amounts not paid in full when due, payable on Seller's demand. Buyer will not set off amounts due to Seller against claims against Seller.

(b) In partial consideration for Seller's sale of Products to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in all Products sold to

Buyer and documents relating to such Products now or hereafter in the possession of or under the control of Buyer, title to which might at any time be determined to have passed to Buyer, including, without limitation, all inventories of the Products, and all returns or reposessions and the proceeds (including insurance proceeds and proceeds from products in which the Products were an input), of all of the foregoing, together with the additions and accessions thereof, to secure all of Buyer's obligations to Seller under this Contract and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents evidencing the security interest in the Products, and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. With respect to such statements and documents, Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Contract or applicable law, including, without limitation, signing Buyer's name, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

5. Cancellations; Changes; Returns.

(a) All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer will reimburse Seller for any costs or expenses incurred (including any cancellation charges imposed by Seller's suppliers), plus pay to Seller Seller's usual rate of profit for such Products. Buyer may not change its order or any part thereof (including delivery dates or scheduling) without the prior, written consent of an authorized representative of Seller. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any changes to which it consents. No Products may be returned to Seller without its prior, written authorization. Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be unused, in resalable condition, and securely packed to reach Seller without damage.

(b) In addition to any remedies that may be provided under this Contract, Seller may terminate this Contract with immediate effect upon written notice to Buyer if Buyer: (i) fails to pay any amount when due under this Contract; (ii) has not otherwise performed or complied with any of this Contract, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

6. Tooling. For purposes of this Contract, "Tooling" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale of the Products, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto. All Tooling furnished by Buyer to Seller in connection with or related to this Contract, or for which Seller has been fully reimbursed by Buyer (collectively, ("Buyer-Owned Tooling"), is and will at all times remain the property of Buyer. Buyer retains all right, title, or interest in and to Buyer-Owned Tooling, except for Seller's limited right to use the Buyer-Owned Tooling in the performance of Seller's obligations under this Contract. Seller shall not use the Buyer-Owned Tooling for any other purpose. Seller shall perform all routine maintenance and repairs necessitated by accident, misuse, abuse or neglect by Seller. Buyer shall bear and insure all risk of loss or damage to the Buyer-Owned Tooling. If any Buyer-Owned Tooling needs to be refurbished or replaced, Seller shall procure such refurbished or replacement Tooling at Buyer's sole expense. Promptly following any expiration or termination of this Contract, Seller will make the Buyer-Owned Tooling available for pick up by Buyer or its designee at the Delivery Point, and Buyer shall accept such Buyer-Owned Tooling in good working repair condition (normal wear and tear excepted). If Buyer fails to pick up any Buyer-Owned Tooling within 30 days after Seller makes the same available for pick-up, Seller shall have the right, at its sole option, to either (i) store such Buyer-Owned Tooling at Buyer's risk and expense in accordance with Seller's then-current storage rates, and Buyer shall pay all storage fees and expenses upon Seller's demand, or (ii) scrap such Buyer-Owned Tooling and remit to Buyer the proceeds, if any, less all fees, expenses and reasonable overhead incurred by Seller in connection therewith. Except for the Buyer-Owned Tooling, all Tooling used by Seller in the performance of this Contract is owned exclusively by Seller (collectively, the "Seller-Owned Tooling"). Buyer has no right, title or interest in or to any of the Seller-Owned Tooling.

7. Limited Warranty; Limitation of Liability.

(a) Subject to section 7(b), Seller warrants that the Products (i) will be free from defects in materials and workmanship, other than rust, and will conform in all material respects to the written specifications agreed to by Buyer and Seller for a period of 12 months from the date of delivery (the "General Warranty Period") and (ii) will be free from rust for a period of thirty (30) days from the date of delivery (the "Special Warranty Period"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SELLER AND BUYER AGREE THAT SELLER OFFERS NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING (I) ANY ITEMS**

**MANUFACTURED OR PRODUCED BY THIRD PARTIES AND INCORPORATED INTO THE PRODUCTS OR (II) ANY SPECIFICATIONS OR MATERIALS SUPPLIED BY BUYER, AND SELLER SHALL HAVE NO LIABILITY FOR ANY DEFECTS OR DEFICIENCIES THEREIN OR OMISSIONS THEREFROM. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED WITH RESPECT TO A PRODUCT OR THIS CONTRACT, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT AND THIS CONTRACT WILL BE LIMITED TO THE MONIES PAID TO SELLER BY BUYER FOR THAT PRODUCT.**

(b) There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper storage or maintenance. Without limiting the foregoing, Products must be stored in clean, dry conditions, protected from moisture, corrosive agents, and extreme temperatures, and Buyer must implement FIFO stock rotation when managing inventory to ensure that older stock is used before newer deliveries to minimize rust formation or other deterioration. There is **NO WARRANTY** with respect to rust unless Buyer can demonstrate to Seller's reasonable satisfaction that (i) the Products were not properly sealed by Seller prior to delivery at the Delivery Point or became rusted in their original, unopened packaging without any damage to or tampering with the packaging in transit or after delivery, and (ii) Buyer complied with the requirements set forth in the preceding sentence. Buyer must make claims for defects in writing prior to the expiration of the General Warranty Period or the Special Warranty Period, as applicable, and within ten days after discovery of such defects (collectively, the "Warranty Claim Period"). Buyer's failure to make such claim within the Warranty Claim Period shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgement that the Products fully comply with the terms and conditions of this Contract. Seller may require Buyer to return to Seller all Products subject to the claim. Seller shall repair or replace, at its expense, or offer a credit or refund for any covered Products proved to Seller's reasonable satisfaction to be defective. Such warranty satisfaction shall be available only if (x) Seller is notified in writing within the Warranty Claim Period and (y) the defect has not been caused by Buyer's misuse, neglect or alteration or by physical environment or other conditions excluded by this warranty. **SELLER'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS REASONABLY DETERMINED BY SELLER TO BE COVERED BY THIS LIMITED WARRANTY OR CREDIT OR REFUND THEREFOR.** Any assistance Seller provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. Seller will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for those incurred with Seller's prior written permission.

(c) Buyer assumes all risk and liability with respect to the Products and agrees that Seller has no post-sale duty to warn Buyer or any other party about any matter or, if such duty exists, Seller satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post-sale duty to warn its customers. Buyer agrees to test and evaluate samples of Products promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. Any oral or written description of the Products or performance standards will not be construed as a warranty with respect thereto, and Seller does not guaranty the accuracy of information given and recommendations made as to suitability of Products for Buyer or its customers.

8. Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller and its shareholders, members, directors, managers, officers, employees, agents, successors, assigns, affiliates and suppliers (individually and collectively, "Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (a) misrepresentation or breach of this Contract, or violation of any law, by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"); (b) any infringement or other violation of third party intellectual property rights by any specifications, materials, branding or the like supplied by Buyer or any Intellectual Property (as defined below) of Buyer; (c) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties; or (d) actions, threatened actions, losses, damages or injuries to person or property (including death) related to or caused by the Products or any products that incorporate the Products. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer will not settle any claim without Seller's written consent. In the event of any

recall affecting the Products, Seller will have the right to control the recall process and Buyer will fully cooperate with Seller in connection with the recall.

9. Confidential Information. Buyer acknowledges that all Confidential Information (as defined below) which may be disclosed to it by Seller or its affiliates or suppliers will at all times, both during and after expiration or termination of this Contract for any reason, remain the exclusive property of Seller or its affiliates or suppliers and that Buyer will not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller or its affiliates or suppliers to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's or its affiliates' or suppliers' products, technology, inventions, formulas, methods, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which (a) was already part of the public domain at the time of the disclosure by Seller or its affiliates or suppliers; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller or its affiliates or suppliers and was not acquired, directly or indirectly, from Seller, its affiliates or suppliers or from a third party who was under a continuing obligation of confidence to Seller or its affiliates or suppliers; or (d) is received (after the disclosure by Seller or its affiliates or suppliers) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller or its affiliates or suppliers under a continuing obligation of confidence. Except as necessary to perform its duties under this Contract, Buyer will not use or disclose any of such Confidential Information and will protect it using at least the same degree of care given its own confidential information, but in no event less than a reasonable degree of care. Upon expiration or termination of this Contract for any reason, Buyer will promptly surrender to Seller all documents and other tangible materials and all copies thereof relating to Confidential Information and all of Seller's or its affiliates' or suppliers' property. Nothing in this Contract will be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller, its affiliates or suppliers with broader protection than that provided herein.

10. Intellectual Property.

(a) Buyer acknowledges and agrees that all Intellectual Property developed exclusively by Seller or in conjunction with Buyer, whether or not the Intellectual Property incorporates Intellectual Property provided by Buyer or the development of the Intellectual Property was paid for by Buyer, including, without limitation, any know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications for the Products (referred to as "Seller Intellectual Property"), shall be exclusively owned by Seller. To the extent that Buyer or any of Buyer's employees are inventors or co-authors of any Seller Intellectual Property, Buyer and its affiliates agree to assign and hereby assign all right, title, and interest in the Seller Intellectual Property to Seller. Buyer agrees that neither it nor its affiliates will seek to register any Seller Intellectual Property, and if Buyer or any of its affiliates does obtain such a registration, Buyer or its affiliate shall immediately assign and do hereby assign the same to Seller. Buyer and its affiliates agree to assist Seller, at Seller's expense, to execute all documents necessary to apply for and obtain registration of any Seller Intellectual Property. To the extent that the transfer of rights in this document is not effective, Buyer and its affiliates agree, at Seller's expense, to execute or assist in obtaining execution of all documents necessary to transfer title of any Seller Intellectual Property to Seller. Buyer agrees that Seller shall have the exclusive right and option to pursue protection of any Seller Intellectual Property. Buyer agrees that Seller shall have the exclusive right and option to enforce the rights afforded by any Seller Intellectual Property against any third party. Buyer agrees not to pursue any action to invalidate any Seller Intellectual Property. Buyer shall inform Seller promptly of any potential or actual infringement of any of Seller Intellectual Property and shall provide all assistance and information required by Seller, at Seller's expense, in connection with any such infringement. Any use of Seller's or its affiliates' or suppliers' trademarks or other Intellectual Property shall be subject to Seller's prior written approval in each instance and such restrictions as Seller may, in its sole discretion, impose from time to time.

(b) For purposes hereof, "Intellectual Property" means, throughout the world, (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), patents, patent applications (including provisional patents), and patent disclosures, together with all reissues, divisionals, continuations, continuations-in-part, revisions, extensions, registrations and reexaminations thereof, (ii) trademarks, service marks, trade dress, logos, slogans, trade names, and corporate names, together with the goodwill associated therewith, and applications, registrations, and renewals in connection therewith, (iii) Internet domain name registrations, (iv) copyrightable works, copyrights, and applications, registrations, and renewals in connection therewith, (v) all mask works and all applications, registrations, and renewals in connections therewith, (vi) all trade secrets and confidential information, (vii) all ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, pricing and cost information, and business and marketing plans and proposals (whether or not they qualify as trade

secrets or confidential business information), and (viii) all computer software (including source code, executable code, data and related documentation).

11. Excusable Delay. Seller will not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.