

Lake Shore Electric Terms and Conditions of Sale

LEGAL EFFECT: The following terms and conditions are a part of this Order, and any resulting agreement is expressly conditioned upon acceptance of these Terms and Conditions ("Terms"). A Quotation from Lake Shore Electric, LLC (hereinafter LSE) is conditioned on acceptance of the Terms stated herein. Any work LSE begins under an Order is with the understanding that these Terms apply. Additional or different Terms proffered by Buyer's previous communications or submitted in response to this Order are rejected in advance and shall not become a part of the Order unless agreed to in writing by an individual expressly given the related authority by an Officer of LSE ("Authorized Representative of LSE"). No agent, dealer, or distributor of LSE has any authority to change or enlarge the Terms, the Quotation, the Order, or the design specifications unless it is approved by an Authorized Representative of LSE. Any Terms differing from those in this document must be explicitly accepted in writing by an Authorized Representative of LSE. All offers to purchase by Buyer, orders, or contracts of sale resulting from such Quotations are subject to final acceptance in writing by an Authorized Representative of LSE.

LSE's rights and remedies under this Quotation and the Order are in addition to, not in substitution of, all other rights and remedies available to LSE under any applicable provision of law, regulation, or court decision. If LSE views Buyer to be in violation of these Terms Buyer shall provide evidence of compliance within five (5) business days of notification from LSE. Afterwards, if compliance has not been evidenced, LSE may (usage of "may" reflects discretionary power of the applicable party) elect to cancel any and all agreements with Buyer for failure to abide by these Terms (including failure to pay in a timely manner). Such Cancellation for failure to abide by these Terms shall be considered Cancellation by Buyer.

SCOPE OF SUPPLY: As a manufacturer of complex equipment and components (collectively "Products"), LSE will provide Buyer Products meeting LSE's quotation or Approved Submittals. De minimis engineering changes made by LSE that do not impair functionality will be considered accepted unless Buyer objects within two (2) business days. LSE will accommodate reasonable requests for technical alterations provided they are arranged through the sales representative and approved by the responsible engineer of LSE. In addition to price changes resulting from a desired design change, design changes requested after Buyer's approval of the final submittal package will include any additional administrative, engineering, and production costs incurred by LSE—not to exceed 10 percent of Purchase Order (PO) value. Buyer is responsible for the installation of all Products sold under this Order (including the cost). Buyer is responsible for compliance with all applicable legal requirements regarding the purchase, installation, use, and disposal of Products.

ASSIGNMENT: Buyer may not assign or transfer its interests in any part of this contract without written consent from an Authorized Representative of LSE, the approval of which shall not be unreasonably withheld.

CANCELLATION: Buyer cannot cancel or alter the Order without LSE's written consent. If Buyer cancels the Order (or part of the Order), Buyer shall pay LSE a cancellation charge of (i) 20 percent of the purchase price for stocked Products; (ii) 50 percent of the purchase price for a made-to-order Products, or (iii) 80 percent of the purchase price for Products released to production.

PRICES: Prices quoted by LSE in writing shall remain firm for 30 days, after which prices are subject to change unless a valid PO has been entered by Buyer or a longer acceptance period was provided for in a written agreement. LSE reserves the right to correct mistakes in quote amounts prior to execution of a PO and its acknowledgment by LSE. All prices will be in United States Dollars ("USD"). LSE requires a minimum billing amount of \$150.00.

TAXES: LSE's quoted prices include all taxes, fees, and costs applicable throughout the manufacturing process. Prices quoted by LSE do not include any present and future sales, use, occupation, license, excise, and other taxes; fees; tariffs; duties; or costs with respect to the sale, delivery, or use of Products. If Buyer has tax exempt status with respect to an Order, the documentation must be provided to LSE with the PO. LSE is required by law to collect all applicable sales and use taxes unless an appropriate exemption certificate is provided by Buyer. Any applicable taxes or fees will be charged at rates in effect at time of shipment.

TERMS OF PAYMENT: Payment terms, including the extension of credit terms, are at the discretion of LSE. Open credit terms will not exceed 30 days (Net 30). For orders that exceed \$100,000, progress payments are required and shall be (1) 10 percent at PO acceptance and (2) 40 percent at release to production. All progress payment billings will be "Due on Receipt", while the final balance billing is due following completion of manufacturing on terms approved by LSE, paid from LSE's invoices. These payment terms apply to partial and complete shipments. Buyer agrees to make full payment under these Terms without setoff. If Buyer is unlikely or unable to make a payment by the appropriate date, Buyer will notify LSE and provide the reason. Monies owed, but not paid, according to these Terms may be subject to interest at the maximum legal rate and may result in lien proceedings or the termination of warranties and suspension of services. Progress payments more than 30 days past due may be considered Cancellation by Buyer as defined in these Terms. Buyer will pay all costs and expenses (including reasonable attorney fees) incurred by LSE in pursuing and collecting any amounts due, and applicable interest on all monies owed. Open credit terms may be revoked for accounts exceeding established credit limits, with past-due balances, or a history of past due balances.

SHIPMENT: Except as otherwise mutually agreed, shipment will be FOB Bedford, Ohio (LSE's point of shipment), paid for and insured by Buyer. If Buyer does not furnish exact shipping instructions, LSE will select, in its discretion, a reasonable means of shipment at Buyer's expense (prepaid and add)—LSE will not be liable for any loss resulting from such selection. Delivery dates and times are nonbinding estimates only; LSE is not liable for delays in delivery.

Buyer (or designated recipient) agrees to accept all deliveries from LSE regardless of condition and inspect them immediately upon receipt for reasonably noticeable damage, defects, shortages, or other nonconformities. Buyer will notify LSE (with appropriate documentation) within 24 hours of receipt, and any issues will be remediated at the site of acceptance at LSE's discretion. Failure to notify LSE in this manner constitutes acceptance of the Products as received. Any other claim by Buyer will be made under LSE's applicable Warranty Policy at the time of Order Acknowledgement. LSE is not responsible for loss or damage in transit after having received an "In Good Order" receipt from the carrier or after 24 hours from receipt. Buyer will make no claims

for loss or damage in transit against LSE; such claims shall be against the carrier or a responsible third party. Note that after shipment, return of made-to-order (custom) Products is not permitted under any circumstances except as required to fulfill LSE's applicable Warranty Policy.

SHIPMENT UPON READINESS: LSE 's quoted prices are based on shipment immediately upon readiness, with no delays or storage. Shipment may only be delayed by Buyer with LSE's written consent. If shipment is delayed at Buyer's request, Buyer will make payments due under the Order as if production and shipment had continued unabated. Buyer shall have the risk of loss with respect to Products held for Buyer, and work which has been stored for Buyer's convenience may be billed in place, and applicable storage charges shall accrue. LSE may consider Products held for more than five (5) business days for Buyer to be Cancellation by Buyer, in such a case warehousing fees will still apply.

INSURANCE: Buyer shall bear all risk of and responsibility for damage or loss during and after shipment and is responsible for provision and maintenance of adequate insurance for Products supplied under the Order to fully protect LSE 's interest between delivery and final payment. Loss or damage during this period shall not relieve Buyer from its obligations under the Order.

TITLE AND LIEN RIGHTS: If Buyer defaults in its obligations under a PO (including any modifications thereof) before the price has been fully paid in cash, LSE may take any and all actions permitted by law to protect its interests including but not limited to filing liens and pursuing litigation. LSE agrees to indemnify Buyer from liens filed by LSE's workforce or subcomponent vendors. Buyer agrees to cooperate fully with LSE in the filing of any financial statements or other documents necessary to perfect LSE's interests and liens.

PATENT INFRINGEMENT: LSE will defend and indemnify Buyer and User of the Products to the extent of any rightful claim that any Products of LSE's manufacture furnished under the Order infringe upon any published United States patent, and LSE will pay all damages and costs awarded by a court of competent jurisdiction with respect to such claim. Buyer or User must promptly notify LSE of any such claim and cooperate fully with LSE in the defense of such claim, or LSE will have no duty under this paragraph. Buyer and User will not submit to judgement or enter settlement for such a suit without LSE's explicit permission. Buyer will pursue the original equipment manufacturer (OEM) and not LSE for patent infringement claims related to subcomponent parts not manufactured by LSE.

INTELLECTUAL PROPERTY: LSE sells and transfers ownership of the agreed Products, usage rights (as necessary for Buyer's approval, installation, fit-up, and operation of the Products), and services only; not the design rights, development data, trademarks, patents, tooling, patterns, language, methods, copyrights, or other confidential and proprietary information of LSE. All intellectual property rights, titles, and interests are expressly reserved by LSE. Buyer shall not reproduce, reverse engineer, share, or misuse the intellectual property of LSE.

FORCE MAJEURE: LSE shall in no event be liable in any way for delays in delivery, delays in manufacturing, or any other failure to perform due to causes beyond its reasonable control and foresight—including but not limited to fires, acts of God, natural disasters, pandemics, war, terrorism, strikes, labor difficulties, shortages of materials, transportation hardships, military actions, government actions, or other causes beyond LSE's reasonable control. Should Force Majeure arise, LSE shall inform Buyer and LSE's time for performance shall be extended by a reasonable period of delay.

LIABILITY LIMITATIONS: Under no circumstances shall LSE have any liability under these Terms, a PO, or otherwise for liquidated damages; direct, indirect, collateral, consequential, incidental, punitive or special damages; loss of business opportunities; or actual losses, loss of profits, or loss of production or progress of construction, regardless of the cause of such damages or losses. Any claim arising under the Terms or an associated PO must commence within one year from the cause of action—or a greater period to the extent required by law. Should a court of law deem a cause or claim arising to be valid, LSE's total liability arising out of or related to a PO shall not exceed the purchase price paid for the specific Products giving rise to the claim.

LSE SELLS PRODUCTS "AS IS" AND LSE'S APPLICABLE LIMITED WARRANTY POLICY IS THE SOLE WARRANTY OF LSE. LSE HEREBY EXPRESSLY DISCLAIMS AND BUYER AND ITS CUSTOMER(S) WAIVE ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW, OR IMPLIED IN FACT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THIS LIMITATION INCLUDES IMPLIED WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, DEALINGS, OR USAGE OF TRADE. SEE APPLICABLE WARRANTY FOR DETAILS.

Both LSE and Buyer shall defend, indemnify, and hold harmless the other party (and its owners, officers, directors, agents, employees, subcontractors, and subcontractors' employees; collectively "Affiliates") from claims by a third-party for intentional, reckless, or negligent acts by them or their Affiliates—subject to the provision of these Terms.

DISPUTE RESOLUTION: LSE and Buyer shall not submit to judgement, reach a settlement, or disclaim rights on the other party's behalf. These Terms and the POs entered under them shall be governed, interpreted, and enforced by the laws of the state of Ohio (without regard to its conflict of laws provisions). Individual, binding arbitration in Cuyahoga County, Ohio will be the method of resolution for any disputes under these Terms and associated POs that cannot be resolved by the parties themselves; should claims arise beyond the duty to arbitrate, a venue located in Cuyahoga County, Ohio will be used.

COMPLETENESS AND SEVERABILITY: The headings used in this document are for convenience and reference only and bear no effect on the meaning and interpretation of the document. This document represents the complete and entire set of provisions for any Order received by LSE from Buyer unless LSE and Buyer have explicitly agreed to differing provisions in writing.

Should any term or provision of this agreement be deemed ineffective or invalid under applicable law, it shall be replaced by a permissible term or provision that is a reasonable equivalent to maintain the spirit of this agreement. If such a replacement is impossible, the remaining provisions shall be construed to operate in full effect as if such a term or provision had not been included. Each Party may elect not to enforce a provision of these Terms at its option, this option or a failure to enforce a provision in a particular instance is not a waiver of such party's rights under a specific provision or the Terms as a whole.