

**SAERTEX MULTICOM LP - TERMS AND CONDITIONS OF SALE AND SERVICE**

NOTICE: ANY AND ALL SALES OF PRODUCTS ("PRODUCTS") BY SAERTEX MULTICOM LP ("SELLER") AND/OR ANY AND ALL SERVICES PROVIDED BY SELLER ("SERVICES") AND ALL DOCUMENTS PERTAINING THERETO, INCLUDING ANY OFFER, QUOTATION, ORDER CONFIRMATION/ACCEPTANCE, OR INVOICE ("SELLER DOCUMENTS") ARE SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS AND CONDITIONS STATED BELOW. IF ANY OF THE TERMS IN THESE TERMS AND CONDITIONS CONFLICT WITH TERMS IN SELLER'S ORDER CONFIRMATION/ACCEPTANCE, THE SPECIFIC TERMS STATED IN SELLER'S ORDER CONFIRMATION/ACCEPTANCE SHALL PREVAIL OVER THE CONFLICTING TERMS IN THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY THE PURCHASER ARE OBJECTED TO BY, AND WILL NOT BE BINDING UPON, SELLER. THESE TERMS AND CONDITIONS SHALL APPLY TO THIS TRANSACTION AND TO ANY PRODUCTS OR SERVICES PROVIDED BY SELLER HEREUNDER, UNLESS EXPLICITLY OBJECTED TO IN WRITING BY PURCHASER, WHICH WRITING MUST BE RECEIVED BY SELLER WITHIN FIVE (5) DAYS AFTER THE DATE OF THIS DOCUMENT. THIS TRANSACTION AND ANY SALE OF PRODUCTS OR PROVIDING OF SERVICES BY SELLER IS ENTERED INTO IN NORTH CAROLINA AND THEN ONLY IN ACCORDANCE WITH SELLER'S DOCUMENTS AND THESE TERMS AND CONDITIONS.

**1. Acceptance.** All orders received by SELLER are subject to final acceptance or confirmation in writing by SELLER in North Carolina and no orders are binding upon SELLER until so accepted.

**2. Deliveries.** All deliveries of PRODUCTS are EXW (Ex Works - INCOTERMS® 2020) facility in Huntersville, N.C. PURCHASER must make all arrangements for shipment and shipment shall be for PURCHASER'S sole account and risk. Partial deliveries of PRODUCTS are permissible. All delivery dates are SELLER'S estimate only. All risk of loss to PRODUCTS shall pass to PURCHASER by SELLER upon notification by SELLER to PURCHASER that the PRODUCTS are ready for collection by carrier. Delivery is conditional on the timely receipt by SELLER of all documents necessary for the completion of the order, any down payment, and PURCHASER maintaining credit satisfactory to SELLER. SELLER will not be liable for any damages suffered by PURCHASER by reason of any delay in SELLER'S performance or delivery of the PRODUCTS caused by PURCHASER failing to timely provide such documents or down payments or maintain satisfactory credit. If SELLER deems PURCHASER'S credit unsatisfactory for any reason, SELLER may require the payment to SELLER of the purchase price of PRODUCTS, in full or in part, or the payment to SELLER of any outstanding amounts owed to SELLER.

**3. Prices.** All prices are quoted EXW (Ex Works - INCOTERMS® 2020) SELLER'S facility in Huntersville, N.C. The purchase price for the PRODUCTS and SERVICES stated in catalogs or price lists (or in quotes or proposals) are subject to change by SELLER without notice to PURCHASER. Only those prices set forth in SELLER'S invoice will apply to the order. Unless otherwise specified, prices do not include any packing or handling charges, any sales, use or similar tax, or any duty levied by any government; and PURCHASER shall pay any such applicable charges, taxes, and duties. Upon the request of SELLER, PURCHASER shall provide SELLER with a tax exemption certificate acceptable to the appropriate taxing authorities.

**4. Terms of Payment.** Payment terms are net thirty (30) days from the date of invoice. Any required down payment is non-refundable, and shall be applied by SELLER to the purchase price. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. To the maximum extent allowed by law, PURCHASER shall reimburse SELLER for the costs of collection, including reasonable attorneys' fees, of any overdue amount owed by PURCHASER to SELLER, and such collection costs shall also be subject to carrying charges. PURCHASER may not retain or set-off any amounts owed to SELLER in connection with or satisfaction of any claims asserted by PURCHASER against SELLER. Payment received by SELLER shall be applied to the oldest outstanding amounts (including interest and collection costs), regardless of any designation by PURCHASER.

**5. Inspection of Products; Claims and Return of PRODUCTS.** Upon delivery to PURCHASER of any PRODUCTS, PURCHASER shall promptly inspect the containers and packing materials which contain the PRODUCTS for any shortages or any damage, defects or faults which are apparent from visual inspection. Within five (5) days after PURCHASER'S receipt of PRODUCTS, PURCHASER must give written notice to SELLER of any claim by PURCHASER based upon the shortage of PRODUCTS or any damage or defects to the containers, packing materials or PRODUCTS; such notice must indicate the basis of the claim in detail. PURCHASER'S failure to comply with this Section shall constitute irrevocable acceptance by PURCHASER of PRODUCTS as delivered and shall bind PURCHASER to pay to SELLER the full price of such PRODUCTS. PRODUCTS shall not be returned to SELLER without SELLER'S prior written consent; and transportation charges for any authorized returns of PRODUCTS shall be pre-paid by PURCHASER. In addition to the inspection under this Section 5, PURCHASER shall follow the requirements and procedures referenced in Section 9 below prior to and in connection with the storage, handling, fitting, installation and use of the PRODUCTS. References in these Terms and Conditions to installation also include such things as preparation and rehabilitation as well as inserting and curing the Products and other actions relating to the installation of PRODUCTS.

**6. Cancellation/Changes.** PURCHASER may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms acceptable to SELLER that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors. SELLER may make any technical changes to PRODUCTS as SELLER may deem necessary.

**7. Excusable Delays.** SELLER shall not be liable for delays or failure to perform due, directly or indirectly, to causes beyond SELLER'S control, including the inability of SELLER'S suppliers to deliver needed goods, services, or raw materials, acts of any governmental authority, wars (declared or not), hostilities or civil unrest, terrorist threats or acts, strikes or other labor disputes, fires, natural calamities, epidemics, pandemics, and delays in obtaining (or the inability to obtain) labor, materials or services through usual sources at normal prices.

**8. Selection and Application.** PURCHASER is solely responsible for proper selection and application of PRODUCTS. PURCHASER agrees that it will use and apply PRODUCTS only for their intended uses and according to specifications, recommendations, limitations and requirements common in the industry or as established by SELLER from time to time.

**9. Storage and Installation.**

(a) PURCHASER must handle and store the PRODUCTS in a safe manner and consistent with specifications, recommendations, limitations and requirements common in the industry. PURCHASER must also follow all specifications, recommendations, limitations and requirements established by SELLER, from time to time, in connection with the storage and handling of PRODUCTS, including any specifications, recommendations, limitations or requirements contained in Seller's latest Installation Manual. For example, all PRODUCTS must be protected against sunlight and must be stored at temperatures below 18 degrees Celsius.

(b) Unless SELLER has specifically agreed in writing to provide installation as part of the SERVICES, PURCHASER is responsible for installation of the PRODUCTS.

(c) Prior to and during fitting and installation, PURCHASER shall inspect the PRODUCTS for any damage, defects or faults. PURCHASER must fit and install all PRODUCTS in a manner consistent with specifications, recommendations, limitations and requirements common in the industry. PURCHASER must also comply with all specifications, recommendations, limitations and requirements established by SELLER, from time to time, in connection with the fitting and installation and use of the PRODUCTS, including any specifications, recommendations, limitations or requirements contained in Seller's installation manual. PURCHASER must document the fitting and installation, and maintain an installation log, including videos (see SELLER'S latest Installation Manual for details). PURCHASER must not use, and must stop fitting, installing or using, any PRODUCTS which PURCHASER has reason to believe (i) have not been suitably stored or handled, (ii) may be damaged or may have defects or faults, or (iii) are not being fitted or installed correctly. In case of doubt, PURCHASER should halt fitting, installation and use and immediately consult SELLER'S technical customer support service.

(d) WITHOUT LIMITING SELLER'S OTHER RIGHTS AND REMEDIES, PURCHASER'S FAILURE TO FOLLOW THE OBLIGATIONS IN THIS SECTION 9, INCLUDING ANY SPECIFICATIONS, RECOMMENDATIONS, LIMITATIONS OR REQUIREMENTS OF SELLER, WILL VOID THE LIMITED WARRANTIES PROVIDED IN SECTION 10.

(e) PURCHASER shall ensure that any third party involved in the handling, storage, fitting, installation or use of any PRODUCTS comply with the requirements in this Section 9 (as if they were the "PURCHASER") and any failure by a third party is deemed to be a failure and breach by PURCHASER.

(f) Upon the request of PURCHASER, SELLER will provide to PURCHASER SELLER'S printed materials regarding handling, storage, fitting, installation or use of PRODUCTS, including the installation manual.

**10. LIMITED WARRANTIES.**

(a) **SERVICES:** SELLER warrants to the original PURCHASER only that SELLER shall complete all SERVICES in a workmanlike manner in accordance with the express terms between SELLER and PURCHASER. SELLER shall perform the SERVICES using information provided by PURCHASER, and SELLER has no obligation to verify the completeness or accuracy of that information. It is PURCHASER'S responsibility to provide complete and accurate information, and PURCHASER shall bear all risks and losses resulting from incomplete or inaccurate information.

(b) **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN SECTION 10(A), (I) THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE SERVICES, AND (II) SELLER DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES. SELLER DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO ANY SERVICES PROVIDED BY ANY OTHER PERSON OR ENTITY.

(c) **PRODUCTS:** SELLER warrants to the original PURCHASER only that SELLER shall deliver the PRODUCTS in conformance in all material respects to Seller's published specifications then applicable to the particular PRODUCT and that such PRODUCT shall be free at the time of delivery from material defects in materials and workmanship. The limited warranties shall be in effect for a period equal to the earlier of (i) eighteen (18) months after the date of delivery, or (ii) twelve (12) months after installation of the PRODUCT begins ("Warranty Period"). References to quality, patterns, or performance in Seller's published materials, including installation manuals, do not constitute representations or warranties. Minor deviations in quantity, color, width, weight, fittings, and design that are acceptable in the trade shall not constitute defects or breaches of warranty. The limited warranties are not-transferable, and any attempted assignment or transfer of the limited warranties shall be void.

(d) **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN SECTION 10(c), (I) THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, AND (II) SELLER DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SELLER DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO ANY GOODS OR MATERIALS PROVIDED BY ANY OTHER PERSON OR ENTITY.

(e) **WARRANTY CLAIM: NOTICE AND INSPECTION.** PURCHASER shall, within the times and according to the process and requirements set forth in these Terms and Conditions, deliver to SELLER written notice of any claim that any PRODUCT or SERVICE does not comply with Seller's limited warranties, specifying in detail all defects and non-conformities and all resulting damages (each such notice, a "Warranty Claim"). Without limiting the prior sentence, PURCHASER must deliver each and every Warranty Claim to SELLER and follow SELLER'S process and requirements, including

providing to SELLER: (i) immediately and no later than within 24 hours after PURCHASER becomes aware of the basis for a Warranty Claim, notice of the Warranty Claim by phone or by email; (ii) within (3) days after PURCHASER becomes aware of the basis for a Warranty Claim, a written Warranty Claim; and (iii) within fifteen (15) days after PURCHASER becomes aware of the basis for a Warranty Claim, such documents and evidence as set forth in the SELLER's form of Customer Noncompliance Warranty Claim Report. PURCHASER acknowledges that in the event a Warranty Claim occurs during or after installation of a Product, PURCHASER must have created and retained the required documents and information (including a video recording of the pre-installation, the fitting and the installation stages). PURCHASER further agrees to follow SELLER's Warranty Claims process and requirements, including those in these Terms and Conditions and those in the Customer Noncompliance Warranty Claim Report. PURCHASER's failure to timely follow the Warranty Claim process and requirements established in these Terms and Conditions shall void the limited warranties. In connection with SELLER's evaluation of PURCHASER's Warranty Claim, SELLER shall have a reasonable opportunity to inspect (or to have a third party inspect) the alleged affected PRODUCTS or SERVICES, and PURCHASER shall: (1) retain, and provide SELLER with prompt and full access to, all components and materials which may have caused or been involved in the Warranty Claim; and (2) provide SELLER with prompt and full access to all such PRODUCTS and SERVICES as well as all relevant fitting, installation, use, service, maintenance, and repair records and information (including video recordings). In any event, failure to make a Warranty Claim within the Warranty Period shall void the limited warranties.

(f) **LIMITED REMEDIES.** PURCHASER's sole and exclusive remedies, and Seller's sole and exclusive obligations, with respect to any PRODUCT, SERVICE, or Warranty Claim shall be, at Seller's election in its sole discretion, (i) to deliver to PURCHASER at the delivery address specified in the original purchase order a replacement Product for any defective PRODUCT, to repair the defective PRODUCT or to refund to PURCHASER the purchase price of the defective PRODUCT, and (ii) to reperform any defective SERVICES or to refund to PURCHASER the purchase price of the defective SERVICES. SELLER shall be entitled to retain all PRODUCTS and components SELLER replaces in providing warranty service, all of which shall be SELLER's property. Under no circumstances shall SELLER be responsible for any excavation of the original PRODUCT to replace it with the replacement PRODUCT.

(g) **EXCLUSIONS.** SELLER'S limited warranties expressly exclude and shall not cover any of the following or any damage or deterioration caused by any the following: (i) normal wear and tear; (ii) use outside of normal conditions or for purposes other than those for which the PRODUCT is intended; (iii) use under circumstances exceeding specifications, recommendations, limitations or requirements; (iv) unprofessional handling or operation; (v) unauthorized repair or alteration; (vi) lack of proper fitting, installation, use or maintenance; (vii) failure to follow or comply with SELLER's published instructions and materials regarding handling, storage, fitting, installation and use; (viii) use and installation of the PRODUCT with incompatible or unsuitable equipment; (ix) corrosion, erosion, abrasion or similar causes; (x) accidents; (xi) earthquakes and other natural calamities; (xii) faulty building work or unsuitable foundations, (xiii) chemical, electrical, or electrochemical influences; (xiv) the pipe or other structure into which the PRODUCT is installed; or (xv) inaccurate or incomplete information PURCHASER provides to SELLER. All warranty obligations for goods or services sold or provided by PURCHASER are the exclusive obligation of PURCHASER.

(h) **NO MODIFICATIONS.** No dealer, distributor, sales representatives, or employee of SELLER may modify SELLER's limited warranties or any provision of this Section 10 or offer different or additional warranties or remedies, and any modification or additional or different warranty or remedy offered by any such person or entity shall be void and not binding on SELLER, unless expressly included in a written quotation, proposal or order confirmation from SELLER.

(i) **VOID.** All warranties and remedies with respect to the PRODUCTS and SERVICES shall be void automatically if PURCHASER does not pay the purchase price of all PRODUCTS and SERVICES as and when due.

**11. LIMITATION AND EXCLUSION OF DAMAGES.** IN NO EVENT SHALL SELLER OR SELLER'S AFFILIATES BE LIABLE TO PURCHASER IN EXCESS OF THE AMOUNT PURCHASER PAID FOR THE PRODUCTS AND/OR SERVICES AT ISSUE, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NEITHER SELLER NOR ITS AFFILIATES SHALL BE LIABLE TO PURCHASER FOR INJURIES, LOSSES, OR DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER. IN NO EVENT SHALL SELLER OR SELLER'S AFFILIATES BE LIABLE TO PURCHASER, IN ANY EVENT, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHETHER ARISING OUT OF THE PRODUCTS, SERVICES, THE FITTING OR INSTALLATION OF ANY PRODUCTS, ANY DEFECT OR NONCONFORMITY IN PRODUCTS OR SERVICES, ANY USE OR INABILITY TO USE PRODUCTS, OR OTHERWISE, INCLUDING: (1) LOSS OF USE; (2) LOSS OF PRODUCTION; (3) LOSS OF OPPORTUNITY; (4) LOSS OF MARKET VALUE; OR (5) LOSS OF INCOME, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. Proprietary Information.** SELLER owns all intellectual property rights (including patents, trademarks, trade names, trade secrets, and copyrights) now or hereafter applicable to the PRODUCTS or arising from work carried out by SELLER or PURCHASER pursuant to this transaction ("Proprietary Information"). PURCHASER shall not copy for any purpose or disclose to any other person any Proprietary Information without SELLER's prior written consent.

**13. Indemnity.** PURCHASER shall indemnify and hold SELLER and its affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all demands, claims, suits, liabilities, damages and expenses (including reasonable attorneys' fees), based on, arising out of or relating to (a) any alleged abuse of PRODUCTS; (b) fitting, installation, use of PRODUCTS other than according to specifications, recommendations, limitations or requirements common in the industry or as established by SELLER from time to time; (c) any failure of PURCHASER or any third party to comply with the requirements in Section 9; (d) any allegation that any of the designs, drawings, calculations, specifications provided by PURCHASER to SELLER or any PRODUCTS resulting therefrom, or any part thereof, or the use of PRODUCTS resulting therefrom, constitute an infringement of any patent or copyright or misappropriation or misuse of any trade secret; and (e) the provision of any goods or services by any party other than SELLER. At SELLER's request,

PURCHASER shall also defend SELLER and the other indemnified parties, at PURCHASER's expense, against any such demands, claims and suits.

**14. Security Agreement.** PURCHASER hereby grants to SELLER a continuing purchase money security interest in PRODUCTS including PRODUCTS acquired from SELLER after this sales transaction and to the proceeds thereof. SELLER's security interest shall continue in finished goods and to the proceeds thereof if PURCHASER processes the PRODUCTS or incorporates them into finished goods for sale to its customers. PURCHASER shall execute and deliver any financing statements and other documents that SELLER may reasonably require for the perfection of the security interest hereby granted to SELLER by PURCHASER, and PURCHASER hereby authorizes SELLER to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of such security interest. PURCHASER shall maintain adequate insurance against casualty, loss, fire, or theft of PRODUCTS for so long as the security interest is in effect.

**15. Assignment.** PURCHASER may not assign its rights or obligations hereunder without the prior written consent of SELLER and any purported assignment by PURCHASER without the consent of SELLER shall be of no effect.

**16. Limitations.** Any action by PURCHASER under this transaction or relating to PRODUCTS must be commenced within one (1) year after such cause of action has accrued.

**17. Choice of Law, Forum, Venue, and Consent to Jurisdiction.** This transaction and any dispute or claim relating to PRODUCTS sold or SERVICES provided shall in all respects be governed by and construed according to the laws of the State of North Carolina, excluding its conflict of law principles. Except with respect to an action instituted by SELLER for equitable relief or an action by SELLER to join or implead PURCHASER, PURCHASER and SELLER agree that the General Courts of Justice of the State of North Carolina, and the United States District Courts situated in Charlotte, North Carolina, shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this transaction or the PRODUCTS or SERVICES. PURCHASER consents to the exercise of jurisdiction over it by such courts with respect to any dispute or controversy.

**18. Construction of Agreement.** These terms and conditions may not be amended, modified, or supplemented except by written agreement executed by PURCHASER and SELLER. The provisions of this transaction are intended to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. The term "including" will not be construed to be limiting. PURCHASER may not assign (including by operation of law) all or any portion of its rights or obligations under this transaction or these terms and conditions without SELLER's prior written consent, and any purported assignment without that consent will be void and of no effect. These terms and conditions, together with the other SELLER Documents, constitute the entire agreement between PURCHASER and SELLER with regard to the sale of PRODUCTS and provision of any SERVICES, and supersede all prior oral or written statements of any kind made by the parties or their representatives.