

R. E. Purvis & Associates, Inc. Terms and Conditions of Sale ("Terms")

1. **Offer and Acceptance.** Seller's quote(s), confirmation and these Terms herein (the "Agreement") exclusively govern the goods and services sold by R. E. Purvis & Associates, Inc. ("Seller") to you, as purchaser ("Buyer"). Seller hereby expressly limits acceptance to the terms of this Agreement, unless a separate written agreement has been signed by Buyer and Seller's President. All additional, contrary, or different term(s) provided by Buyer (in any and all forms) are hereby objected to, rejected, and null and void, unless expressly consented to in a writing signed by Buyer and Seller's President. Trade usage, course of dealing, custom, and past performance are superseded by this Agreement.

2. **RESTRAINT ON RESALE AND USE OF GOODS & SERVICES FOR CERTAIN PURPOSES.** UNLESS OTHERWISE AGREED UPON IN WRITING SIGNED BY SELLER'S PRESIDENT, BUYER IS PROHIBITED FROM USING OR RESELLING THE GOODS AND SERVICES IN ANY WAY CONNECTED WITH NUCLEAR, AEROSPACE, AIRCRAFT, AERONAUTICAL, TRAIN, MILITARY (INCLUDING WITHOUT LIMITATION CHEMICAL, BIOLOGICAL, OR NUCLEAR WEAPONS OR FOR MISSILES WHICH ARE CAPABLE OF DELIVERING SUCH WEAPONS), OIL AND GAS, NARCOTICS, OR IMPLANTABLE APPLICATIONS. USE OF GOODS OR SERVICES IN ANY SUCH APPLICATION(S) IS AT THE **SOLE RISK OF BUYER AND BUYER INDEMNIFIES, DEFENDS AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES OR DAMAGES RELATED THERETO.**

3. **USER RESPONSIBILITY.** Buyer is solely responsible for its products and applications that incorporate or use Seller goods and/or services. Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system, goods and services, and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the goods and services are met. Buyer must analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the quote/confirmation or the goods or services (including without limitation Seller or its manufacturer or supplier's instructions, guides and specifications). If Seller or its manufacturers or suppliers provide any technical advice, assistance, or information (or options of or for goods, services, application or system), Buyer is responsible for determining that such advice, assistance, or information (as well as data and specifications) are suitable and sufficient for all applications and reasonably foreseeable uses of the goods and services. In the event Buyer is not the end-user of the goods or services, Buyer will ensure such end-purchaser and end-user complies with this paragraph (and Buyer will indemnify, defend and hold harmless Seller for any Claim arising from or relating to end-purchaser or end-user, including without limitation end-purchaser or end-user failing to comply with this Section). Any technical advice, assistance and information made available by Seller or its manufacturers or suppliers to Buyer is provided "AS-IS" without any representation or warranty, and is used and relied upon at Buyer's sole risk.

4. **Quotes.** Each quote is valid for 30 days, and subject to these Terms. If any specification (including without limitation quantity, drawing, or other requirement) or associated assumption changes, Seller reserves the right to revise its quote.

5. **Orders.** Seller accepts purchase orders, blanket orders, releases and scheduling agreements ("Order") pursuant to the Terms of this Agreement. Each Order is subject to applicable then-current minimum order quantities, lead times, and supply material availability. Seller, at its discretion, may reject or terminate an Order for any reason at any time upon written notice to Buyer. Seller or its manufacturers or suppliers may, at any time, make changes to the goods and/or services including without limitation the quantities, labeling, packaging, design, features, standards, prototypes, samples, drawings, descriptions, specifications, materials, composition, availability of goods or services, manufacturing location, manufacturing

equipment, country of origin, and production process (including without limitation manual and/or automated process). In any event, Buyer is responsible to ensure each good and service meets its requirements, including without limitation inspecting and testing each good and service.

6. **Quantity.**

6.1 Purchases require meeting then-current minimum quantities of Seller. All quotations are based on Buyer accepting over-run or under-run on each individual item not exceeding 10% of quantities ordered. Where closer control of quantity is required, special arrangements and associated pricing must be mutually agreed upon by Buyer and Seller in advance in writing. Seller is not responsible to provide ongoing provision of service parts or after-market parts, unless mutually agreed upon in writing by Seller's President.

6.2 For blanket orders, Seller will endeavor to source, procure and purchase inventory of goods and services in quantities that are consistent with Buyer's orders, purchase orders, releases, planning schedules, planning profiles, projected product usage, historical consumption forecasts, and/or written instructions (collectively, "Forecasts"). Notwithstanding anything that may be to the contrary, Buyer, upon Seller's written request at any time, will purchase from Seller at the prices specified in this Agreement all goods and services that are obsolete, inactive, in Seller's possession, on order, procured, in production, maintained in inventory, obsolete, and in-shipment that is not ordered or used by Buyer, in volumes consistent with Forecasts. Buyer will provide Seller at least 30 days prior written notice if any good or service will be discontinued, terminated in production, or otherwise made or becomes obsolete.

7. **Price.**

7.1 Prices are as specified in Seller quote/confirmation.

7.2 **Additional Charges:** (a) Expedited or other special shipping or freight charges for good(s) are additional and will be at Buyer's expense. (b) Seller reserves the right to charge non-recurring set up charges ("NRSUC"). NRSUC are non-refundable charges associated with initiating production, or producing first article goods (including, but not limited to: tooling, setup fees, labor costs, testing, and samples). Seller and/or its manufacturers or suppliers maintains all right, title and interest in all aforementioned items, as well as any other non-listed items that are defined as, or covered by, NRSUC. (c) Seller reserves the right to charge miscellaneous charges. Miscellaneous charges may include Control Batch Identification data, material certification, or special shipping or handling charges. (d) Should Buyer not pick up goods from Seller's dock, then Buyer may charge Buyer additional storage, shipping, and/or disposal fees. Any storage, shipping, and/or disposal is at Buyer's sole risk.

7.3 Pricing is based on the following assumptions: (a) Seller stated minimum order quantities and then-current lead time; (b) packaging requirements determined by Seller; (c) shipping goods, at Buyer's expense, via *Ex Works* ("EXW") from Seller's-specified location (per Incoterms 2020); and (d) these Terms applying to Buyer's purchase of goods and services from Seller.

7.4 **Price Revisions.** Seller reserves the right to revise any price at any time (even after quoted/confirmation) (a) assumptions change; (b) when new goods or services are sourced (in which the specifications and associated pricing will be mutually agreed in writing by both parties); or (c) Buyer's order or release does not comply with Seller's order quantity specifications or lead times. In addition, Seller reserves the right to revise any price at any time (even after quoted/confirmation) if: (a) modifications to specifications requested by Buyer and approved by Seller; (b) change in government tariff or customs duties or fees for imported or exported products; (c) change in government-imposed sale, use or other taxes, charges, or assessments; (d) change in governmental laws, rules or regulations which affect the goods or services; or (e) any orders or releases require express delivery, storage, testing, certification, or special inspection, shipping or packaging.

7.5 Sales and use tax imposed by any governmental authority now or in the future, if any, are additional to the stated price, and will be paid by Buyer to Seller at actual, unless Buyer provides a tax exemption certificate to Seller.

8. **Payment.** Seller will make payments in US dollars to Buyer via ACH, check, wire transfer, or Amex, Visa or MasterCard credit card. Seller reserves the right to charge a credit card convenience fee. Subject to Seller's credit policy, unless prepayment is required by Seller, payment terms are net **30 days** from date of invoice. Thereafter, interest will accrue on unpaid amounts at the lesser of the maximum rate allowable by law or 1.5% per month. All sales are contingent upon Seller's review and approval of Buyer's credit application. Accounts will be opened only with firms on approved credit. Seller, at its discretion, reserves the right at any time to establish and change credit limits and/or credit terms, including without limitation requiring receipt of cash prepayment. If Buyer fails to make payment when due or Seller has any doubt at any time as to Buyer's ability or willingness to pay, Seller may (in addition to other rights/remedies) require: (a) Buyer provide Seller written satisfactory assurance or security, (b) full or partial payment in advance of shipment, (c) terminate an order, release or this Agreement; and/or (d) decline to provide goods or services, or suspend/reject Buyer's order(s) under this Agreement or any other order, release or agreement with Buyer. Under no circumstances may Buyer withhold or suspend payment of any amounts due and payable as a deduction, set-off or recoupment of any amount, claim or dispute with Seller. Seller may, at any time, offset any debt or other financial obligation which Buyer owes Seller against amounts due or which become due or are payable or paid to Seller. Buyer will be liable for Seller's expenses related to collection of past due amounts, including reasonable attorneys' fees and costs.

9. **Packaging, Shipping, Delivery & Risk of Loss.** Seller's standard packaging and packing methods will apply, unless otherwise agreed in a writing signed by Buyer and Seller's President. All goods are shipped *Ex Works* ("EXW") from Seller's-specified location (per Incoterms 2020). All shipping and insurance expenses are the responsibility of Buyer. All shipment and delivery dates are estimates only and subject to change. Delivery may vary depending on then-existing lead times, manufacturer production schedule, and inbound carrier availability. Risk of loss of, and title to, all goods will pass to Buyer upon Seller's provision of goods to carrier. Buyer's sole and exclusive remedy for lost or damaged goods is to make a claim against carrier.

10. **Trade Compliance.** Buyer will be solely responsible for all trade compliance in connection with the goods and services including without limitation: (a) Buyer will obtain all export licenses and authorizations necessary for Buyer and its freight forwarders and shippers to export goods and services outside the United States; (b) Buyer will be official "exporter of record" for export of all goods and services (and associated technology and information); (c) Buyer will ensure Buyer's production equipment and end-products (including Seller's goods and services which are incorporated therein) will comply with all applicable laws, statutes, rules, regulations, orders, and codes of any jurisdiction or country that may be applicable; and (d) Client will not export or re-export any Seller goods or services (or export-controlled data, information or technology related thereto) to any embargoed or banned country or denied party on any banned list in violation of U.S. export controls and regulations.

11. **Rejections & Returns.** Buyer will be deemed to have accepted all goods and services unless (a) prompt written notice of rejection, specifying the basis in reasonable detail, is provided to Seller within 10 days of receipt of goods or services, and (b) affected goods and services are promptly returned with original packaging and paper work to Seller upon Seller's request. Buyer may not return any good(s) without Seller's prior written approval signified by a Seller "Return Material Authorization" (RMA) number. In order to accept return of goods or services, the goods and services must be authenticated and deemed defective by Seller. Seller reserves the right to charge Buyer inspection, handling, re-stocking, shipping and/or other fee(s) for: (a) returning goods without RMA; or (b) non-defective goods or services. Non-defective goods and/or services will be returned to Buyer at Buyer's expense. If Seller determines the goods or services do not meet the specifications ordered (including without limitation claims of shortage), then

Seller's sole and exclusive responsibility, and Buyer's sole and exclusive remedy, will be for Seller (at Seller's sole option) to repair, replace, credit, complete and/or re-perform the defective goods and/or services. Seller rejects claims for defective goods or services on parts further processed by Buyer and resulting in changes of either dimensions or characteristics from goods and/or services as ordered.

12. LIMITED WARRANTY.

12.1 **Limited Warranty.** Seller warrants services will be performed in a professional and workmanlike manner. Seller warrants goods sold hereunder will, at time of shipment, (i) be free from defects in material and workmanship; and (ii) conform to Seller's written specifications. In addition, manufacturer's warranty applies, if any and **only** to the extent transferable. The foregoing warranties will inure to the sole benefit of, and run only directly to, Buyer. THE FOREGOING ARE THE SOLE AND **EXCLUSIVE** WARRANTIES PERTAINING TO THE GOODS AND SERVICES; AND SELLER DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES AND REPRESENTATIONS OF ANY KIND WHATSOEVER (WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY, OR ARISING BY LAW, TRADE USAGE, CUSTOM OR COURSE OF DEALING), INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

12.2 **Exclusions.** Notwithstanding anything that may be to the contrary, Seller makes no warranty, guarantee or representation concerning: (a) the selection, application, or design of the goods or services; (b) performance or suitability of the goods or services; (c) any defective goods, services, parts, components, or systems not provided by Seller; (d) replacement or repair of scheduled service items, disposables, consumables, and other high wear items; (e) damages resulting from abuse, accident, alteration, misuse, overloading, neglect, negligence, or other improper use of a good or end-product; (f) malfunctions, failure or damage to goods or services resulting from or caused by misapplication; (g) faulty design; (h) improper handling, installation, maintenance or storage (including without limitation storing good(s) or end-product(s) in conditions that may compromise goods or services due to dirt, dust, sand, or other abrasive materials, pressure, UV or temperature); (i) normal wear or tear; (j) any good or service excluded from the scope Buyer's warranty(ies) to the end-purchaser or end-user; and (k) installation, removal, dismantling, downtime, or reinstallation of goods or services.

12.3 **Warranty Process.** Within 10 days after defect is discovered, Buyer will promptly (i) notify Seller in writing of any alleged defect(s) in warranty, and (ii) return all nonconforming goods and services (with original packaging and paper work) to Seller for Seller's inspection and acceptance/rejection of warranty claim. Buyer will be responsible to ensure traceability of each good in order to prove defect occurred within warranty period. Buyer's traceability measures will include, without limitation, date stamp on each unit and logging of individual goods. Buyer will provide Seller with access to all available data regarding returned goods and/or services, and permit Seller to actively participate in any root cause analysis performed by Buyer concerning goods and/or services.

12.4. **Remedy: SELLER'S SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, ARISING OUT FROM OR IN ANY WAY CONNECTED WITH THE GOODS AND SERVICES OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY) IS LIMITED TO, AT SELLER'S OPTION AND EXPENSE: (I) REPAIR OR REPLACE NON-CONFORMING GOOD(S) AND/OR SERVICE(S) PROVIDED BY SELLER; OR (II) REFUND AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE AFFECTED NON-CONFORMING GOOD AND/OR SERVICE PROVIDED BY SELLER. SUCH REPAIR, REPLACEMENT, OR REFUND WILL CONSTITUTE FULFILLMENT OF ALL LIABILITIES IN RESPECT OF SUCH GOODS AND SERVICES.** Replaced and repaired goods and services will have same warranty and warranty period as original warranty described above. Seller will have no liability to the extent goods or services are or have been: (a) modified by Buyer or a third party; or (b) modified by Seller at Buyer's request.

13. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR: LOST PROFITS, SAVINGS OR REVENUES; LOSS OF USE; LOSS OF DATA OR INFORMATION; LOSS OF BUSINESS OR BUSINESS INTERRUPTION; COST OF CAPITAL OR REPLACEMENT OR INCREASED OPERATING COSTS; LOST OR DECREASED USE OR PRODUCTION; DOWNTIME; RECALLS; LOSS OF CONTRACT; LOSS OF GOODWILL; THIRD PARTY CLAIMS; OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONTINGENT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY TYPE OR KIND, ARISING FROM OR IN ANY WAY CONNECTED WITH THE GOODS, SERVICES, OR THIS AGREEMENT (WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, PRODUCT LIABILITY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY). IN ANY EVENT, SELLER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, LIABILITIES, AND DAMAGES OF ANY TYPE OR KIND UNDER THIS AGREEMENT REGARDLESS OF LEGAL THEORY (INCLUDING WITHOUT LIMITATION ARISING OR RELATING TO ANY GOOD OR SERVICE OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT) WILL NOT EXCEED THE CONTRACTED AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE AFFECTED ITEM(S). Seller is not liable or responsible for nonperformance under this Agreement due to bankruptcy, failure or nonperformance by a third-party manufacturer or supplier (or the resourcing or replacement by another manufacturer, supplier, product, product line, or item). Buyer will promptly inspect all Products upon receipt. Any claim or action against Seller based upon breach of contract or any other legal theory (including without limitation tort, negligence, or otherwise) must be commenced within 9 months from the date of receipt of the good or service. In no event will Seller have any liability for claims by Buyer if suit is not filed within 9 months of accrual of claim. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS WILL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Indemnification.** Buyer will indemnify, defend and hold harmless Seller and its manufacturers and suppliers from and against any and all demands, proceedings, suits, settlements, judgments, actions (whether civil, criminal, government, regulatory or otherwise), claims, product recalls, damages, penalties, fines, liabilities, losses, and expenses (including without limitation court costs and attorney's fees) that Seller or its manufacturers or suppliers may incur (collectively, "Claims") relating from, or are in connection with: (a) the transfer, transportation, labelling, export, use, performance, operation, application, design, re-sale, distribution, or disposal of the goods and/or services sold by Buyer or its end-users (or end-products incorporating goods and/or services therein); (b) improper selection, design, specification, application, or use of goods or services (or end-products incorporating goods and/or services therein); or Buyer's failure to test the goods or services or assure itself that the goods or services are fit for Buyer's intended purpose; (d) any Claim that goods or services allegedly or actually violate, infringe or misappropriate any patent, design, copyright, trade secret or other intellectual property or proprietary right of any third party; (e) the death of or injury to any person or damage to any property which resulted or is alleged to have resulted from the goods or services or their use or performance; (f) any Claim that goods or services (and/or end-products incorporating such goods or services) allegedly or actually fail to comply with laws, rules or regulations; (g) any Claim that goods or services allegedly or actually violate any laws, rules or regulations (including without limitation laws, rules and regulations governing product safety, labeling, packaging, export/import, and labor practices); or (g) Buyer's breach of these Terms. Seller will not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

15. **Ownership.** Notwithstanding anything to the contrary, Seller and/or its manufacturers and suppliers retain exclusive right, title and interest in the intellectual property rights in all goods and services and associated

equipment, materials and information created or provided by Seller or its manufacturers or suppliers [including without limitation: designs; drawings; prototypes; models, prints, specifications; trade secrets, patents, utility models, design rights (and any pending applications), trademarks, and copyrights; technical know-how; Seller's Confidential Information, proprietary information; inventions; data; material compositions; tools, tooling, dies, gauges, jigs, molds, casts, and fixtures; and any right related thereto (whether or not patentable)] which are originated or owned by Seller or its manufacturers or suppliers (or used in, arising out of or derived from the performance by Seller or its manufacturers or suppliers) in connection with this Agreement (collectively "Proprietary Materials"). Proprietary Materials are the sole and exclusive property of Seller or its manufacturers or suppliers. No Proprietary Materials provided by Seller in connection with or pursuant to this Agreement will be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. Buyer acknowledges that Seller and its manufacturers and suppliers are in the business of selling good and service subject to this Agreement and agrees that Buyer will not file any patent or other intellectual property application incorporating, based upon, or improving upon any good or service.

16. **Confidentiality.**

16.1 **Definition.** In connection with this Agreement, each party may have access to the other party's nonpublic information (including, without limitation pricing, designs, drawings, prints, prototypes, models, specifications, inventions, developments, know how, trade secrets, intellectual property, specifications, business plans, data, test results, financial information, product information, methods of operation, customer information, supplier information, source of manufacturing, manufacturing processes (including without limitation International Material Data System (IMDS) validation information, and product quality-related records), and other manufacturer or supply information ("Confidential Information").

16.2 **Exclusions.** Confidential Information does not include information that: (a) is or becomes publicly available through no wrongful act or omission of recipient; (b) is or was known or possessed by recipient prior to disclosure, without restriction on use or disclosure; (c) is received by recipient from another person or entity without restriction on use or disclosure; (d) is or was independently developed by recipient without any use, reference or reliance of disclosing party's Confidential Information (until proven to the contrary, information will be presumed to have been independently developed if the recipient's employees and other persons involved in the development have had no access or exposure to the related or applicable Confidential Information or to information derived therefrom); (e) is required to be disclosed pursuant to court order, subpoena, regulation or process of law (and recipient will, unless prohibited by law, give disclosing party prompt written notice of such required disclosure and reasonably cooperate with disclosing party); or (f) is disclosed by recipient with disclosing party's prior written approval.

16.3 **Restrictions.** Recipient will not use disclosing party's Confidential Information except for the purposes contemplated under this Agreement. Recipient will not disclose disclosing party's Confidential Information to any third party except Recipient is permitted to provide disclosing party's Confidential Information to its employees (and Seller may provide Buyer's Confidential Information to Seller's manufacturers and suppliers) on a need to know basis only, provided that such employees and Seller's manufacturers and suppliers have written confidentiality obligations no less stringent than the confidentiality obligations under this Section. Recipient will maintain the confidentiality of disclosing party's Confidential Information in the manner it protects its own confidential information, but not less than reasonable manner.

16.4 **Destruction.** Upon termination of this Agreement, upon request, Recipient will destroy disclosing party's Confidential Information. In any event, Recipient will not use disclosing party's Confidential Information for its own, or any third party's, benefit. Recipient's confidentiality obligations will survive termination of this Agreement for so long as disclosing party's Confidential Information remains confidential except each party may retain the other party's Confidential Information, subject to confidentiality and non-use obligations herein, as follows: (a) one copy for tax, legal and other compliance purposes, (b) Confidential Information in archival/back-up

systems until overwritten in the ordinary course of business, and (c) as may be required to comply with legal hold or other applicable law, rule or regulation. "Destroy" means rendering disclosing party's Confidential Information unusable, unreadable, indecipherable, and irretrievable. Any oral or visual information incapable of return or destruction will continue to be subject to ongoing confidentiality and non-use restrictions of this Agreement.

17. Termination.

17.1 *Termination For Convenience.* Subject to terms of this Agreement, Buyer or Seller may terminate this agreement for convenience at any time without liability at any time upon 90 days prior written notice. In addition, Seller may terminate this Agreement upon written notice if a Force Majeure occurs.

17.2 *Termination For Cause.* This Agreement may be terminated or suspended by either party upon written notice if the other party materially breaches its obligations under this agreement and such breach is not cured within 60 days, except any failure to pay must be cured within 10 days. In addition to any other rights or remedies of Seller, Seller may, upon written notice to Buyer, immediately terminate this Agreement or suspend performance under this Agreement, without any liability to Buyer, if Buyer declares or threatens insolvency or bankruptcy.

17.3 *Effect of Termination.* Upon termination of the Agreement, Seller will be relieved of any further obligation to Buyer. If this Agreement is terminated in whole or in part for any reason (except to the extent caused by the material, uncured breach by Seller) or a Force Majeure occurs, Buyer will pay Seller for: (a) all outstanding amounts owed by Seller to Buyer; (b) all goods and services made available by Seller to Buyer up to the effective date of termination or suspension at rates specified in Seller's quote/confirmation; (c) all inventory of goods and services (including without limitation obsolete and inactive inventory) in Seller's possession, on order, procured, in production, maintained in inventory, in-shipment, and/or for which Seller is obligated in connection with this Agreement or as a result of termination or suspension, at rates specified in Seller's quote/confirmation; and (d) all non-cancellable charges and expenses incurred by Seller in connection with Buyer's orders or releases (including without limitation termination charges and/or re-stocking fees) for goods and services as well as shipping, handling, and/or disposal costs, and taxes, as applicable).

17.4 *Survival.* Buyer's payment obligations and the following sections will survive termination, suspension and expiration of this Agreement: 1-3, 6.2, 7.2, 7.5, 8-16, 17.3, 17.4, and 18-22.

18. Force Majeure.

18.1 Seller is not liable or responsible to Buyer or any third party if Seller's performance, in whole or in part, is delayed or is made impossible or commercially impracticable due to any event, act, condition or circumstance beyond Seller or its manufacturer or supplier's reasonable control (collectively, "Force Majeure").

18.2 Force Majeure includes without limitation: acts of god, acts of nature, war, civil disorder, terrorism, fire, plant shutdown or destruction, delays or failures in delivery from carriers or suppliers, epidemic, pandemic, commodity shortage, machine/equipment failure/breakdown, inability to obtain materials; labor problems; dissolution/insolvency of manufacturer(s) or supplier(s), curtailment of transportation (including without limitation airport/port/shipping delays or closures); any governmental act, law, rule, regulation, order, decree or directive of any governmental authority (including without limitation customs delays); internet outages; cyber disruptions and other cyber-attacks; unforeseen circumstances; and any other event, act, condition, or circumstance beyond Seller or its manufacturer or supplier's reasonable control.

19. Governing Law, Jurisdiction and Venue. This agreement will be governed by the laws of the State of Minnesota, without regard to conflict of laws provisions or choice of law principles. UN Convention on Contracts for the International Sale of goods will not apply. Subject to Dispute Resolution below, each party irrevocably consents and submits, and waives any objection, to the exclusive personal jurisdiction and venue of the state or Federal courts of competent jurisdiction in Hennepin County, Minnesota.

Prevailing party in any claim, action or proceeding (including without limitation trial and appeal) brought in connection with this Agreement will be entitled to recover all costs (including without limitation court costs, experts' fees, and collection costs) and reasonable attorneys' fees.

20. Dispute Resolution. Prior to filing any claim, action or suit (collectively, "Dispute") in a court of law: (1) Complaining party will notify the other party in writing of any Dispute, detailing the nature and scope of the Dispute. (2) *Executive Meeting.* Upon written notice by either party, executives will meet in-person at a location mutually agreed upon by both parties within 30 calendar days to attempt to resolve the Dispute by mutual agreement. (3) *Non-Binding Mediation.* If executives fail to arrive at a mutually acceptable resolution within 14 calendar days of meeting, the parties will submit the Dispute to a mutually agreed to non-binding mediation service subject to the following: (a) the parties will submit a joint, written request for mediation, setting forth the subject(s) of the Dispute and the relief requested by each party; (b) mediation venue will be located within the federal or state district court in Hennepin County, Minnesota; (c) the parties will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings; (d) the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties; (e) the parties will enter into a written stipulation to postpone litigation activities and stop the running of the applicable statute of limitations until determination by the mediator that there is a deadlock or other inability to proceed with further mediation or the passage of 120 days, or such other period as the parties may agree upon in writing, with no resolution having been reached, whichever is earlier; and (f) the mediation proceedings (including without limitation all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service) are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. (4) *Litigation as Final Resort.* If non-binding mediation fails to arrive at a mutually acceptable resolution of the Dispute by both parties within 30 days of mediation, thereafter either party may resort to litigation (and not binding arbitration) in the appropriate court of competent jurisdiction to resolve the Dispute.

21. Notices. All notices will be written in English and given to (i) Seller as follows: Attn: President, R.E. Purvis & Associates, Inc., 11400 Hampshire Avenue South, Suite #100, Bloomington, MN 55438; and (ii) Buyer at the address specified in the quote/confirmation. Each party may change such address upon written notice to the other. Notice will be deemed to have been given when delivered in person or one business day after deposit with a commercial courier providing proof of delivery sent with next day service.

22. General. Buyer may not assign or delegate any of its rights or obligations under this agreement without prior written consent of Seller. Seller and Buyer are independent contractors and not an employee, agent, partner, joint venturer, an association of profit, or legal representative of the other. Neither party has authority to assume or create any obligation on behalf of the other party. Unless otherwise specified in this Agreement, both party's obligations, rights and remedies herein are cumulative and additional to any other or further rights and remedies provided at law or in equity. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous oral and written proposals, quotations, representations and understandings. Any additional or different terms or documents provided by Client (including without limitation purchase order, blanket orders, or release) are void. This agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

Version: 10/30/24