

Terms and Conditions of Sale

1. Applicability.

These terms and conditions of sale (these "Terms") covering the sale of, among other things, industrial parts and machinery ("Goods") by S&V Industries, Inc. ("Seller"), to the buyer of such Goods ("Buyer"), along with any accompanying confirmation of sale ("Confirmation") and any supply or inventory management agreement between Seller and Buyer which remains in effect as of the date of any Order, as defined below (each, a "Master Agreement"), are the only terms which govern the sale of Goods. These Terms, the Confirmation (if any), and the Master Agreement (if any) (these Terms, any Confirmation, and any Master Agreement, collectively, the "Transaction Terms"), comprise the entire agreement between Seller and Buyer and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the sale of Goods.

THE TRANSACTION TERMS PREVAIL OVER ANY OF BUYER'S GENERAL TERMS AND CONDITIONS OF PURCHASE OR ANY OTHER DOCUMENT ISSUED BY BUYER IN CONNECTION WITH A PURCHASE ORDER REGARDLESS OF WHETHER OR WHEN BUYER HAS SUBMITTED ITS PURCHASE ORDER OR BUYER'S TERMS AND CONDITIONS. FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THE TRANSACTION TERMS.

IN THE CASE OF CONFLICT BETWEEN THESE TERMS AND A MASTER AGREEMENT, THE MASTER MANAGEMENT AGREEMENT WILL CONTROL OVER THESE TERMS.

2. Orders.

(a) By issuing a purchase order for Goods to Seller via email or EDI, Buyer makes an offer to purchase such Goods pursuant to the Transaction Terms. Seller has no obligation to accept any order; however, Seller may accept an order by confirming the order in writing or by delivering the applicable Goods to Buyer, whichever occurs first (each accepted order, an "Order"). Seller may reject or cancel an Order, which it may do without liability or penalty, and without constituting a waiver of any of Seller's rights or remedies under the Transaction Terms.

(b) Upon acceptance of an Order, Buyer shall be obligated to purchase from Seller quantities of Goods specified in such Order. Cancellation or modification of all or part of any Order is subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller as a result of the cancellation or modification.

(c) In emergency situations, Seller may accept same day shipment. The order for any same day shipment must be received by Seller before 11:30 am EST. If a same day shipment is requested after 11:30 am EST, an expedited service charge is applicable as well as Buyer being responsible to pay for any expedited, premium, or air shipping costs. If any personnel at any Seller Warehouse is required to stay past 4:30 pm EST as a result of any such same day order, an overtime charge is applicable with a minimum of two people.

3. Forecasts. By no later than the fifth business day of each month, Buyer shall provide to Seller via email a report that includes (a) the quantity of Goods that Buyer estimates purchasing from Seller in the month following the amount of time required for the manufacturer of such Goods to produce such Goods and ship such Goods to Seller ("Manufacturer Lead Time") from the most recently delivered Forecast, broken down by part number for such Goods, and (b) an accounting of the quantity of Goods by part number that Buyer has on hand or in its inventory as of or immediately prior to the date of any such report (each such report a "Forecast"). For purposes of the Transaction Terms, and notwithstanding the quantity of such Goods that Buyer estimates purchasing from Seller as set forth in the Forecasts, Seller shall have sole discretion to limit the quantity of any

such Goods that for any such period based on the manufacturing capacity and lead times for such Goods (the actual quantity of any such Goods as determined by Seller being the "Forecasted Quantity").

4. Delivery.

(a) The Goods will be delivered within a reasonable time after the receipt of an Order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed to in writing by Seller and Buyer, Seller will at Buyer's cost and expense deliver the Goods to the delivery point (each a "Seller Warehouse"), using industry standard methods for packaging and shipping. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Seller Warehouse and for passing the Goods to Buyer's freight carrier.

(c) It is Buyer's responsibility (to the extent applicable): (1) to ensure all site preparation, foundations, pits and government permits are in order; (2) to remove the Goods from the shipping vessels (trucks, containers, other) at Seller Warehouse; (3) to remove all packing materials and clean the parts; (4) to provide and install all equipment/foundation anchors according to instructions provided by Seller; (5) to handle all maintenance and operation of the parts; and (8) to provide all means that may be necessary, including but not limited to operator's and machine manuals, safety standards, and adequate training and supervision to effectively protect Buyer's employees and others from bodily harm. Buyer is responsible to reimburse Seller at standard service rates for any additional time and expenses spent due to inadequate site preparation, improper transportation, and/or any delays regarding having the appropriate materials, personnel, installation equipment, utilities, and utility connections.

(d) Seller may, in its sole discretion, without liability or penalty, make partial delivery of Goods to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the units delivered whether such delivery is in whole or partial fulfillment of Buyer's Order.

5. Non-Delivery. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Warehouse is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for Seller failing to meet a delivery date or for non-delivery of Goods.

6. Excess Inventory. Buyer shall issue an Order for Seller to use to ship any Goods that have been in any Seller Warehouse in excess of three (3) months from the date of arrival at a Seller Warehouse to Buyer. Seller shall send to Buyer a report regarding such Goods five (5) days prior to shipping such Goods to Buyer. Notwithstanding anything contained in this Agreement to the contrary, Buyer shall be liable to purchase all Goods that have been in any Seller Warehouse in excess of three (3) months from the date of arrival at a Seller Warehouse even if Buyer refuses to issue a Purchase Order for such Products.

7. Obsolete Products. With respect to any Goods for which Buyer at any time changes the specifications or discontinues such Goods ("Obsolete Goods"), together with notice to Seller regarding any such change or discontinuance, Buyer shall issue an Order to purchase all (a) Obsolete Goods maintained by Seller at a Seller Warehouse, (b) Obsolete Goods in transit, (c) Obsolete Goods that have been ordered by Seller prior to and as of the date the notice is received by Seller regarding any such change or discontinuance, including but not limited to Obsolete Goods that are work in progress with a manufacturer, and (D) raw materials that have been ordered by Seller or a manufacturer prior to and as of the date the notice is received by Seller regarding any such change or discontinuance for the purpose of producing the Obsolete Goods.

8. Shipping Terms. Delivery shall be made EXW (INCOTERMS® 2020) Seller's Warehouse.

9. Title and Risk of Loss. Title to Goods shipped under any Order passes to Buyer upon Buyer's payment in full for the Goods. Risk of loss or damage passes to Buyer when Buyer's freight carrier picks up the Goods from a Seller Warehouse.

10. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within fifteen (15) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product delivered is different than identified in the Order; or (ii) product's label or packaging incorrectly identifies its contents. "Nonconforming Goods" does not mean damaged Goods or breakages arising as result of normal wear, negligence in handling, lack of experience, or misuse of the parts by Buyer.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under the Transaction Terms to Seller.

11. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's purchase order form. If the Prices should be increased by Seller, Seller will provide Buyer with thirty (30) days' notice of such price increase.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any foreign or domestic governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

12. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer shall make all payments hereunder by check, wire transfer, or credit card and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Transaction Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

13. Indemnification. Buyer shall defend, indemnify and hold harmless Seller and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Seller. Buyer shall not enter into any settlement without Seller's prior written consent.

14. Limited Warranty.

(a) Seller does not offer any warranty with respect to the Goods, but passes onto Buyer any warranty offered by the original manufacturer of the Goods (the "OEM Warranty"), subject to the terms and conditions of such OEM Warranty. Seller shall not be liable for a breach of the OEM Warranty.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14(a) HEREOF, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

15. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE GOODS OR ANY ORDER WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE GOODS UNDERLYING ANY DISPUTE BETWEEN BUYER AND SELLER.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Transaction Terms.

17. Termination. In addition to any remedies that may be provided under the Transaction Terms, Seller may terminate this agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under the Transaction Terms; or (ii) has not otherwise performed or complied with any of the Transaction Terms, in whole or in part.

18. Confidential Information; Non-Solicitation.

(a) All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with any Order is confidential, solely for the use of performing the Order or Orders related thereto and may not be disclosed, copied, or otherwise used by Buyer unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents, materials and

other forms of Confidential Information and other information and materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information: (i) which Buyer can demonstrate, by contemporaneous documentary evidence, was already known to it prior to the date it was received; (ii) which, at the time of the disclosure, is published or becomes otherwise available to the general public as part of the public domain through no act or failure to act on the part of Buyer and without breach of the Transaction Terms; or (iii) which Buyer can demonstrate, by contemporaneous documentary evidence, came into its possession from a third party who has a bona fide right to make such information available without restriction.

(b) Buyer agrees that at any time while any Order is outstanding and for three years following the completion of the last Order, for any reason, with or without cause, Buyer will not, directly or indirectly, solicit the business of, or do business with, any customer, manufacturer, or supplier that Seller has engaged in any manner with respect to any of the Goods, or prospective any customer, manufacturer, or supplier of the Buyer or an affiliate of the Buyer with whom Buyer has had direct or indirect contact or about whom Buyer may have acquired any knowledge while placing Orders with Buyer, to the extent that the solicitation is for the purpose or has the effect of competing with the Buyer's business or aiding a competing business. Buyer agrees that at any time while any Order is outstanding and for three years following the completion of the last Order, for any reason, with or without cause, Buyer will not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of Seller or an affiliate of Seller to leave Seller or such affiliate for any reason whatsoever, and will not hire or solicit the services of any employee of Seller or an affiliate of the Seller.

19. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Transaction Terms, for any failure or delay in fulfilling or performing any of the Transaction Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

20. Miscellaneous

(a) Buyer shall not assign any of its rights or delegate any of its obligations under any Order without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Transaction Terms.

(b) The relationship between Seller and Buyer is that of independent contractors. Nothing contained in the Transaction Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Seller and Buyer, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(c) No waiver by Seller of any of the provisions of the Transaction Terms or any right of Seller in law or equity is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Transaction Terms, law, or equity, operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) The Transaction Terms are for the sole benefit of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Transaction Terms.

(e) All matters arising out of or relating to the Orders, the Goods, and any of the Transaction Terms shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Buyer agrees that any and all disputes, claims or litigation arising from or related in any way to any Order, any of the Goods, or the Transaction Terms shall be resolved exclusively by the courts in the State of Ohio. Buyer waives any objections against and agrees to submit to the personal jurisdiction of the State Courts sitting in Medina County, Ohio or the U. S. District Court for the Northern District of Ohio. Buyer waives any objections or defenses it may have based upon an inconvenient forum.

(f) If any term or provision of the Transaction Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Transaction Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

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