

**VOONER FLOGARD LLC** (hereinafter called “Seller”) agrees to sell products (hereinafter called the “Goods”) to the Purchaser (hereinafter called the “Buyer”) on the following terms and conditions of sale. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Seller or such other authorized signatory of Seller as designated in writing by Seller.

The terms and conditions as set forth herein and our quotation or as modified by written agreement shall constitute the entire agreement (hereinafter called the “Agreement”) between Seller and Buyer. A failure by either party to enforce any rights under this Agreement shall not be deemed to constitute a waiver of those or any other rights under this Agreement. These Terms and Conditions of Sale shall be deemed accepted by Buyer upon Seller’s receipt of Purchase Order from Buyer. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with, or in addition to the Terms and Conditions of Sale, unless expressly accepted in a writing signed by Seller. In the event of conflict or differences in the terms or conditions of Buyer’s Purchase Order and the Terms and Conditions of Sale herein, the Terms and Conditions of Sale shall govern.

**1. ORDERS:** All orders are subject to acceptance and approval by Seller’s credit department and are not binding until and unless so approved and accepted. Written acknowledgement of an order shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Seller.

**2. PRICES AND PAYMENTS:** All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for thirty days unless written communication is received by Seller prior to such time. Seller reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Seller’s opinion, the Buyer’s financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement.

Unless expressly agreed to in writing on a specific contract or order, pending satisfactory credit review, Seller standard payment terms are: (a) For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For orders over \$100,000 the following terms shall apply, assuming satisfactory credit review: 20% of order value with order placement. 20% of order value upon drawing approval. 30% of order value upon receiving steel. 30% after FCA ready for shipment notification. (c) In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule and all previous payments for the order will be retained. (d) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (e) Interest at the rate of one and one-half percent (1.5%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Seller for all costs and expenses (including attorney’s fees and the costs of bringing any action) incurred in collecting any amounts past due. (f) Different payment terms will be used for export shipments based on the customer interaction and as previously discussed and agreed upon by the Seller.

**3. TAXES:** The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods, and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Seller and Buyer (plus interest and penalties thereon, if any) shall be paid by the Buyer in addition to the prices quoted and invoiced. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand. At the time of an order, Buyer shall provide Seller with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

**4. LIABILITY:** Seller’s liability with respect to the Goods sold hereunder shall be limited to the warranty provided in Section 8 of these Terms and Conditions and shall be limited to the contract price. In no event shall Seller be liable for special, indirect, incidental, consequential or punitive damages, or expenses incurred by Buyer, Buyer’s customers or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss.

**5. SHIPPING OR SERVICE DATE:** Shipping or service dates are estimates and not a guarantee of a particular day of shipment or service. Seller shall not be liable in any way for any default or delay in shipping or service due to contingencies beyond its control which prevent or interfere with Seller making delivery or providing service on the date specified, including, but not limited to, war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, terrorism, accidents, floods, droughts, cyber-attacks, and any other contingency affecting Seller, its suppliers, or subcontractors; and Seller shall have the right to cancel a contract of sale or to extend the shipping or service date in the event that one or more of such contingencies prevents or delays shipment or service.

#### 6. DELIVERY:

**a. Title and Risk of Loss:** All products will be delivered FCA Shipping Point of Seller’s quotation unless otherwise agreed by both parties in writing. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller.

**b. Acceptance of Products:** Buyer shall inspect all products promptly upon receipt. All claims by Buyer, except only those provided for under Warranty clauses, which are not asserted in writing by Buyer within five (5) days of receipt are waived.

**c. Delays by Buyer:** In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller’s invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Seller, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of Goods to the originally agreed point of delivery.

**d. Delays in Inspection:** In the event that Goods cannot be shipped to Buyer when ready due to delay of Buyer’s in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer’s rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Seller’s sole discretion. Such acceptance shall be in addition to the remedies for Delays by Buyer outlined herein.

**e. Partial Shipment:** Partial shipment of an order will not be made without Buyer’s knowledge or consent. In the event a complete shipment cannot be made by the required date, Buyer will be promptly notified. If partial shipment with Buyer’s approval is made, excess freight charges, if any, will be billed to the Buyer.

**f. Storage at Seller’s Facility:** Once the Goods are ready to ship, any request by Buyer to delay or hold shipment may be subject to minimum storage fees of \$100 per day, with a grace period of five (5) working days.

**7. CANCELLATION, POSTPONEMENT OR CHANGE ORDERS:** Orders are not subject to Buyer’s cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Seller’s written consent and then only upon agreement to compensate Seller for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between twenty percent (20%) and one hundred percent (100%) of the total price of the contract will be invoiced, as determined at Seller’s sole discretion, depending on the status of completion plus Seller’s non-recoverable costs attributed to the Buyer’s order.

If Seller’s manufacturing is delayed or postponed by Buyer, Seller shall be entitled to an equitable price adjustment. If Buyer delay extends for more than ninety (90) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Seller may terminate the order whereupon Buyer shall promptly pay Seller its cancellation charges as described herein.

Seller may terminate the Agreement without liability to Buyer if (i) Buyer shall materially breach any of the terms and conditions of this Agreement and shall fail to cure such material breach within five (5) days after written notice from Seller; or (ii) Buyer shall become insolvent; or (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; or (iv) Buyer shall make assignment for the benefit of creditors; or (v) Buyer shall fail to make timely

payment of any obligation owed by it to Seller; or (vi) in the event Seller reasonably believes that Buyer is unable to make full and prompt payment as required hereunder.

Buyer agrees that it shall, no later than thirty (30) days following the effective date of termination of this Agreement, pay all monies owed to Seller at the time of any such termination regardless of any terms of payment that may have otherwise been granted to Buyer by Seller. Seller shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

**8. LIMITED WARRANTY:** Disclaimer and Limitation of Remedies. Seller warrants that the goods purchased hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and "wear parts" all of which are not warranted) will be built in accordance with the specifications referred to in the quotation or confirmation of sale, as the case may be, and will be free from defects in material and workmanship for a period of twenty-four (24) months for Vooner manufacturer products from date of shipment. Any delays in installation and/or start up after this date by Purchaser are not the responsibility of Seller and do not affect the warranty start date. Parts or products manufactured by others and provided by Seller are warranted only to the extent of the manufacturer's original warranty. Seller makes no independent warranty or representation with respect to these products. REFER TO THE LIMITED WARRANTY AND WARRANTY SERVICE POLICY FOR DETAILS OF THE PRODUCT WARRANTIES AND WARRANTY SERVICE. Purchaser must give written notice to Seller of any defects in material or workmanship of warranted goods within thirty (30) days of the date when any defects are first manifest. UPON SUCH NOTICE, THE SOLE RESPONSIBILITY OF SELLER UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE, AT ITS OPTION, A DEFECT IN THE MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD. ALL LABOR REQUIRED TO MAKE SUCH REPAIRS OR REPLACEMENT SHALL BE MADE BY PURCHASER AND AT PURCHASER'S EXPENSE UNLESS OTHERWISE AGREED IN WRITING. This limited warranty is void unless the installation, operation and maintenance of the goods are done in accordance with the Seller's instructions. Further, Seller's warranty is void if Purchaser makes any repairs to the goods without Seller's prior written authorization. Disassembly or field repair without written consent voids warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, AGREEMENTS, CONDITIONS OR REPRESENTATIONS MADE BY ANY PERSON WITH RESPECT TO THE GOODS COVERED BY THIS OFFER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. It is specifically agreed that any action for breach of warranty or other action against Seller under this contract shall be commenced within one (1) year and one (1) day after such cause of action accrued.

**9. NONCONFORMING GOODS:** Any rejection of nonconforming Goods must be made by the Buyer within five (5) days of delivery and Buyer must give written notice to Seller within that period. Such notice shall contain a description of the alleged non-conformity. Upon receipt of such notification, Seller will arrange for the return of the Goods, at Seller's expense, and upon confirmation of the nonconformity, Seller, at Seller's expense, will ship conforming Goods to Buyer.

**10. RETURNS AND REPAIRS:** When Goods are returned for repair, the Buyer must contact Seller's customer support department for shipping instructions and a Return Material Authorization (RMA). Buyer must ship product in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Seller shall not be responsible for any damage occurring in transit or obligated to accept products returned without RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Seller's designated facility. Any return shipment received by Seller without an RMA or whose contents are not received in their original condition, may be reshipped by Seller freight collect to Buyer. The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

**11. RETURNS FOR CREDIT:** No returns for credit will be accepted unless Seller's written permission has been obtained in each case in advance, pursuant to clause 10.

**12. APPLICABLE LAWS:** This Agreement and the respective rights and obligations of the Buyer and Seller with regard hereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

**13. NOTICE:** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be sent to Vooner FloGard LLC, 1701 First Baxter Crossing, Suite 101, Fort Mill, SC 29708.

**14. ASSIGNMENT:** Neither party may assign or transfer this Agreement without the prior written consent of the other party.

**15. CONFIDENTIAL INFORMATION:** Any design specifications, manufacturing drawings, technical data or other information or materials submitted to Buyer and identified by Seller as confidential are and shall remain the exclusive property of Seller. Buyer agrees to treat such information as confidential and shall not reproduce or disclose such information without the express prior written consent of Seller.

**16. WAIVER OF SUBROGATION:** Buyer agrees to waive any and all subrogation rights towards Seller.

**17. DATA USE:** The Goods may include data monitoring services. The data received by Seller may be used by Seller and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Seller will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

**18. EXPORT CONTROL AND FOREIGN TRADE LAW:**

**a. Export Control Restrictions:** Seller may refuse to fulfil its obligations insofar as fulfilment is prohibited or impaired by applicable national or foreign trade laws or regulations, including but not limited to export control laws, customs regulations, and economic sanctions ("Applicable Foreign Trade Law"). This includes restrictions imposed by the United States government, such as those administered by the U.S. Department of Commerce (Bureau of Industry and Security), the U.S. Department of State (Directorate of Defense Trade Controls), and the U.S. Department of the Treasury (Office of Foreign Assets Control), as well as any applicable laws of other jurisdictions. If a required export license is denied or Applicable Foreign Trade Law prohibits or restricts the contract or its fulfilment, Seller shall be entitled to terminate the Agreement without notice or to rescind the Agreement. In the event of recession, Seller shall be entitled to deduct from any advance payment made by the Buyer its incurred costs. In the event of suspension, Seller shall be entitled to deduct from any advance payment all suspension related costs. If sanctions or restrictions are imposed on the Buyer after the conclusion of the Agreement, Seller is entitled and may be required to retain any remaining part of the advance payment for the duration of such sanctions. Neither a delay, termination, nor rescission under this clause shall entitle the Buyer to claim damages. Additionally, Seller shall not be obligated to perform under the Agreement if the Buyer is listed on any U.S. government restricted party lists, including but not limited to the Specially Designated Nationals (SDN) List, Entity List, Denied Persons List, or the System for Award Management (SAM) exclusion list.

**b. Buyer Obligation to Cooperate:** Buyer shall support Seller in obtaining all information and documents necessary to abide by the Applicable Foreign Trade Law. Such obligations may include, but are not limited to, providing accurate and timely information regarding the end customer, final destination, intended use of the Goods, Services or technical information to be provided, and any existing export control restrictions. This includes cooperation with Seller's obligations under U.S. export control laws and sanctions regulations, including those administered by the U.S. Department of Commerce (BIS), the U.S. Department of State (DDTC), and the U.S. Department of the Treasury (OFAC).

**c. Regulatory Delays:** If the fulfillment of contractual obligations is delayed due to licensing requirements, governmental confirmations, or similar procedures or requirements under Applicable Foreign Trade Law, including those imposed by U.S. authorities, the time of performance of such contractual obligations shall be extended accordingly. Such delays shall not constitute a breach of contract, and Seller shall not be liable for any resulting damages or penalties.