

## LESER, LLC: TERMS AND CONDITIONS OF SALE

**NOTICE:** ALL TRANSACTIONS BETWEEN LESER, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (“**SELLER**”) AND BUYER (“**BUYER**”), AND ALL DOCUMENTS PERTAINING TO SUCH TRANSACTIONS, ARE SUBJECT TO AND CONDITIONED UPON THESE TERMS AND CONDITIONS OF SALE (“**TERMS**”) AND THESE TERMS ARE INCORPORATED BY REFERENCE INTO AND ARE A PART OF ALL TRANSACTIONS BETWEEN SELLER AND BUYER.

### **I. General; Order Process; Acceptance; Additional or Conflicting Terms.**

(a) “**Sales Documents**” include any quotation, proposal, statement of work, service request, order confirmation, order acceptance and invoice issued in writing (including via email or electronically) by an authorized representative of Seller. Buyer’s purchase of Products (defined below) from Seller, and any Services (defined below) Seller provides, will be governed solely by these Terms and any applicable Sales Documents issued by Seller in connection with such Products and Services (collectively, the “**Contract**”). In no event will Buyer’s terms in any purchase order, service request, commercial document, communication or otherwise apply to, nor will Buyer’s proposed additional or different terms modify, a Contract unless Seller expressly accepts Buyer’s specific terms in writing by including such specific term in the Sales Documents. **Seller hereby objects to and rejects any additional or different terms or conditions proposed by Buyer or contained in any purchase order, statement of work, service request, commercial document or other correspondence from Buyer, regardless of any knowledge Seller may have of such terms, and such terms will not bind Seller or be applicable to the transaction (even if Buyer’s purchase order is referenced in the Sales Documents).** If any of these Terms conflict with the Sales Documents, the specific terms in the applicable Sales Documents will prevail over these Terms to the extent of such conflict. The applicable terms of any revised or later Sales Document will control over such terms in a prior, similar Sales Document. No other terms or changes, modifications, amendments or waivers of any terms in a Contract will apply to Seller unless in writing and signed by an authorized representative of Seller.

(b) All sales of products and any other goods sold by Seller (individually, “**Product**” and collectively, “**Products**”) and any services performed by Seller (“**Services**”) are contracts entered into in North Carolina and then only in accordance with the Sales Documents.

(c) Seller will sell Products and provide Services to Buyer in the quantities and at the times set forth in the Sales Documents. Buyer may order Products by submitting written purchase orders that reference Product(s), quantity per Product, and requested delivery date. Buyer may request Services by submitting a service request describing the Services and referencing a performance date. All purchase orders and requests submitted to Seller for Products or Services are subject to acceptance by Seller and, notwithstanding Seller’s acceptance, only the terms of the Sales Documents will apply. Seller’s acceptance may be in writing (such as via an order confirmation, order acknowledgement, invoice or delivery note), including electronically or via email, or by delivery of Products to Buyer or performance of Services for Buyer.

(d) Buyer may not cancel or change a Contract except with the prior written consent of Seller. Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services or the Products. Seller may change a Sales Document at any time to correct mathematical or clerical errors.

**II. Price and Payment Terms.** (a) All prices for Products and Services will be as specified in writing by Seller in its Sales Documents and may be changed by Seller at any time without notice. If no price has been specified in the Sales Document, the price will be Seller’s standard price in its catalogs or price lists in effect at the time of delivery or performance, as the case may be. Unless otherwise stated in Seller’s Sales Documents, all prices must be in writing and are in U.S. dollars. Unless expressly specified otherwise in the Sales Documents, Buyer will also reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of Services.

(b) If not agreed otherwise in the Sales Documents, prices for Products shall assume delivery is made (i) FCA (Incoterms 2020) Seller’s facility located in Charlotte, North Carolina, USA, if Products are on hand and shipped from Charlotte, North Carolina, USA or (ii) FCA (Incoterms 2020) Seller’s facility located in Hohenwestedt, Germany if Products are shipped from Hohenwestedt, Germany, in each case inclusive of packaging.

(c) The prices do not include any sales, use, personal property, excise, transfer or other tax, nor any duties or assessment, arising out of or related to Products, Services or their respective purchase and sale which may be imposed by any governmental authority, all of which will be the obligation of, and paid by, Buyer. If Seller pays any such tax, duty or assessment, Buyer will reimburse Seller in accordance with the terms of **Section II(e)** below. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability.

(d) Unless expressly specified otherwise in the Sales Documents, Buyer will pay all amounts due in full, and without deduction or setoff, to Seller’s account within thirty (30) days of the date of the invoice, net without discount for shipping or other transfer, regardless of any dispute or controversy that may arise. Buyer will make all payments under a Contract by wire transfer, cash, check, or such other payment method as Seller may specify from time to time and in U.S. dollars. Buyer is responsible for all foreign exchange, wire transfer and other bank fees. The date of payment will be the date Seller

receives payment in full. If at any time, in its sole discretion, Seller has any doubt or concern as to Buyer’s financial standing, solvency, creditworthiness or ability to perform its obligations, Seller may decline to make shipments, discontinue performance of Services, and terminate a Contract (in whole or in part), except upon receipt of a deposit or other satisfactory security or advance payment shipment. Buyer will not withhold, offset or recoup any amounts it owes to Seller under a transaction, Contract, or otherwise against any other amount Buyer claims Seller owes to it, regardless of any dispute that may arise between the parties. Seller may, in its sole discretion, apply payments by Buyer to the oldest invoice first and in the following order: accrued costs, accrued interest, price for Products.

(e) If Buyer fails to make any payments as and when due or otherwise defaults (i) interest will accrue from the date the payment was due until payment is received in full at the lower of 1.5% per month or the maximum amount allowed by applicable law; and (ii) Seller may take any or all of the following actions: (1) suspend performance under the applicable Contract or any other Contract with Buyer; (2) terminate the applicable Contract for default or any other Contract with Buyer; (3) require Buyer to pay the full Contract price and any interest, fees, taxes, or assessments and other charges immediately; and (4) take any other actions or pursue any other rights or remedies. To the extent allowed by applicable law, Buyer will further reimburse Seller for all costs incurred in collecting any late payments, including attorneys’ fees and expenses. Failure by Seller to charge interest on late payments or to exercise its other rights and remedies will not be construed as a waiver of any other legal or equitable remedies.

**III. Delivery; Transfer of Risk.** Unless otherwise stated in Seller’s Sales Documents, all deliveries of Products are (i) FCA (Incoterms 2020) Seller’s facility located in Charlotte, North Carolina, USA, if Products are on hand and shipped from Charlotte, North Carolina, USA, (ii) FCA (Incoterms 2020) Seller’s facility located in Hohenwestedt, Germany if Products are shipped from Hohenwestedt, Germany, or such other location as designated by Seller (“**Delivery Point**”) and all risk of loss to the Products shall pass to Buyer at the Delivery Point. Unless otherwise stated in Seller’s Sales Documents, Buyer will take delivery of Products when Products have been made available at or delivered to the Delivery Point. Except as otherwise noted herein, the prices do not include any transportation, insurance, installation, training setup, storage or packaging costs and Buyer is responsible for all such costs. Seller may make partial or early deliveries. Notwithstanding any requested delivery dates by Buyer, the delivery date in Seller’s order confirmation will control. Any shipping or delivery schedule, quotation, forecast or commitment is only an estimate and Seller will not be liable for any delay or failure to deliver all or any part of any order for any reason..

**IV. Acceptance; Returns.** Buyer will inspect all Products and Services immediately upon their delivery or performance, and prior to use or resale. Immediately and no later than five (5) days after delivery of a Product or completion of a Service, Buyer must give written notice to Seller of any claim by Buyer based upon any alleged shortage, defect or discrepancy of Products sold or Services provided, and such notice must indicate the basis of the claim in detail, state the invoice number, invoice date, and information, such as a serial number, on the Product itself or the Product label or packaging. Buyer’s failure to comply within the time specified in this **Section IV** constitutes irrevocable acceptance by Buyer of Products delivered or Services provided and will bind Buyer to pay to Seller the full price of such Products or Services. Products sold and accepted will not be returned, unless Seller provides its prior written consent to any such return on an individual basis. Any such return will be made by Buyer DDP (Incoterms 2020) Seller’s facility located in Charlotte, North Carolina, plus a minimum restocking fee equal to (i) 15% of the Contract price of standard Products returned and (ii) 50% of the Contract price of any non-standard Products returned, all in accordance with Seller’s then current return policies.

**V. Security Agreement.** Buyer hereby grants Seller a continuing first priority purchase money security interest in all Products sold or delivered to it and to the proceeds of Products (collectively, “**Collateral**”) to secure the full payment of the purchase price of Products and all other obligations of Buyer arising out of a Contract. Buyer authorizes Seller to file, on Buyer’s behalf, all financing statements, continuation statements and other documents necessary or desirable to establish, perfect, maintain, preserve and enforce Seller’s security interest in the Collateral.

**VI. Limited Warranty.** (a) Subject to the provisions in these Terms and in the Sales Documents, Seller warrants that (i) when Products are delivered to Buyer, Products will materially comply with Seller’s specifications included in the Sales Documents for such Products, and (ii) when Services are performed, Services will have been performed using personnel of required skill, experience, and qualifications and in a workmanlike manner in accordance with generally recognized industry standards for similar services. The warranties provided in this **Section VI** are hereinafter referred to collectively as the “**Limited Warranty**.” Unless expressly specified otherwise in the Sales Documents, the Limited Warranty shall expire twelve (12) months after the delivery date of a Product, or thirty (30) days after completion of Services (each, a “**Warranty Period**”). The Limited Warranty is conditioned upon Buyer following the claims process outlined in **Section VII** below, which Seller may change from time to time. Buyer is solely responsible for proper selection of Services and Products as well as for their intended use, application and processing.. As such, Buyer should not rely on Seller to ensure that the Services performed or Products purchased will meet any standards or specifications.

(b) Any depictions, statements, claims, advertising, technical advice, trials, projections, diagrams, samples, drawings, illustrations, and other descriptions or other information from Seller or its affiliates, applicable to Products, Services, or a Contract, whether included in catalogs, datasheets or otherwise, are descriptions or approximations only, and do not constitute any specifications, representations, warranties, or guarantees, implicitly or explicitly.

(c) **EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY PROVIDED IN THIS SECTION VI, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY OR OTHERWISE, REGARDING OR RELATING**

**TO PRODUCTS, SERVICES OR ANY CONTRACT, AND SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

**VII. Limited Warranty Exclusions and Buyer's Limited Warranty Claims.** (a)

The Limited Warranty does not cover: (i) damage to Products during or after delivery; (ii) normal wear and tear or items that are expendable; (iii) user error, including unsuitable or improper use; (iv) use under circumstances or resale for uses exceeding Seller's specifications or limitations or contrary to any instructions or information from Seller; (v) unauthorized use, or unauthorized or improper installation, repair, modification or alteration; (vi) improper storage; (vii) Products sold or Services performed based on Buyer's instructions, information, design, plans or other non-Seller specifications; (viii) faulty or negligent treatment; (ix) any warranties or representations given by Buyer on resale of Products or use of Services; (x) repackaging, rebranding; (xi) modification or alteration of Products or Services; (xii) accidents; (xiii) faulty assembly or commissioning by Buyer or third parties related to Buyer; (xiv) improper maintenance; (xv) unsuitable operating equipment or media; (xvi) faulty construction work; or (xvii) unsuitable foundations, chemical, electrochemical or electrical influences to the extent that Seller is not responsible for such cases.

(b) Buyer must give Seller detailed written notice of any Products or Services which Buyer alleges do not conform to the Limited Warranty, specifying the alleged non-conformities (each, a "Warranty Claim"). Any Warranty Claim must be made within thirty (30) days after Buyer is aware of the alleged non-conformity and, in any event, within the Warranty Period. Buyer will follow Seller's then current Warranty Claims process. At Seller's request, Buyer will return, at Buyer's expense, any alleged non-conforming Product to a location designated by Seller for Seller to evaluate and verify the alleged non-conformity. For any Products which Seller determines do not conform to the Limited Warranty, Seller's sole liability and obligation, and Buyer's sole and exclusive remedy, will be, at Seller's choice, to repair or replace such non-conforming Product, or to refund the purchase price for such non-conforming Product. For any Services which Seller determines do not conform to the Limited Warranty, Seller's sole liability and obligation, and Buyer's sole and exclusive remedy, will be, at Seller's choice, to correct or repeat such Services.

**VIII. Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S MAXIMUM AGGREGATE LIABILITY UNDER THE CONTRACT OR WITH RESPECT TO THE SERVICES OR PRODUCTS OR THEIR USE, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT BUYER PAID TO SELLER FOR THE PARTICULAR SERVICES OR PRODUCTS AT ISSUE. SELLER IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE RESULTING FROM THE USE OR APPLICATION OF THE PRODUCTS, ALONE OR IN CONJUNCTION WITH OTHER GOODS.

**IX. Indemnity.** Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, and their respective officers, directors, employees and agents, from any and all third-party claims, actions, suits, damages, liabilities, costs, obligations, and expenses (including attorneys' fees and expenses) arising out of or relating to: (i) Buyer, its employees, agents, or customers' selection, use of, modification of, or application of the Products alone or in conjunction with other products; (ii) any processing or modification of Products in any manner by Buyer, its employees, agents, or customers; (iii) claims regarding warnings or failure to warn of dangers related to Products; (iv) any violation or failure to comply with applicable laws and regulations, including those pertaining to health and/or safety; (v) any intentional or negligent act, or misrepresentation by Buyer, its employees or agents; (vi) any breach of warranty or misrepresentation (express or implied) made by Buyer, its employees or agents; (vii) any violation, misappropriation, or infringement of any patent, trademark, copyright or other intellectual property rights of any person or entity arising out of or related to compliance with Buyer's design, specifications or instructions or Buyer's use of a Product with other goods; (viii) use of a Product or Services inconsistent with or exceeding Seller's specifications, limitations or recommendations; and (ix) any breach by Buyer of any terms of a Contract.

**X. Confidentiality; Intellectual Property; No License.** Buyer may have access to certain proprietary and/or confidential information and to other property (including trademarks) owned or used by Seller and its affiliates, whether in oral, written, electronic or other form or media. Buyer acknowledges and agrees that all such proprietary and/or confidential information and other property will remain the property of Seller and its affiliates and that, upon Seller's request, Buyer will return or destroy all proprietary and/or confidential information (in any and all forms) and will return to Seller all such other property of Seller and its affiliates. Buyer will not, without Seller's prior written consent, disclose to any third party any aspect of any such proprietary and/or confidential information, and will not use, except internally to perform its obligations under a Contract, any such proprietary and/or confidential information or other property of Seller or its affiliates. All intellectual property rights arising out of or in connection with the Services shall be the sole and exclusive property of Seller and its affiliates. Buyer agrees that Seller's sale of Products and provision of Services does

not grant to Buyer any license or intellectual property or similar right applicable to or in any Products or Services, or in any information or documents (including estimates, projections, drawings, calculations or instructions) Seller provides to Buyer, and Buyer waives any and all such rights. Seller and its affiliates retain ownership in and control over all intellectual property, including patents, trademarks, copyrights, know-how, and goodwill applicable to or arising out of a Product or a Service. Buyer will not name or designate any Seller information or Product or Service in any patent application. Buyer may not alter or remove, and will abide by, any patent, trademark, copyright, trade secret, proprietary or other notices, serial numbers, labels, tags or other identifying marks, symbols or legends contained on or in a Product (including containers packages). If Buyer acquires any intellectual property or similar rights in or relating to any Products purchased under a Contract (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either Seller or Buyer.

**XI. Applicable; Venue; Jurisdiction.** All Contracts, and any matter, dispute or controversy arising out of or relating to Contract or Products or Services will be governed by the laws of the State of North Carolina, excluding its conflict of laws provisions. Any matter, action, dispute, claim or controversy arising out of or relating to this Agreement or a breach of this Agreement will be commenced and heard exclusively in the North Carolina state courts or the United States District Court for the Western District of North Carolina, except for any action instituted by Seller for equitable or injunctive relief.

**XII. Insurance.** Buyer will maintain commercial general liability, personal injury and property damage insurance policies, including wrongful death coverage, in reasonable amounts consistent with industry standards with a nationally recognized insurance company. All such insurance policies will name Seller and its affiliates as additional insureds, and Buyer will immediately deliver to Seller a certificate of insurance meeting the requirements listed in this Section XII.

**XIII. Additional Legal Terms.**

**(a) Termination or Suspension.** Without limiting Seller's other rights and remedies available under a Contract, applicable law or in equity, Seller may suspend or terminate performance and delivery, if: (a) Buyer fails to perform or observe any obligations under a Contract between Seller and Buyer; (b) there is a change in the control or management of Buyer; (c) Buyer ceases to conduct its operation in the normal course of business; (d) Buyer becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed against it; (e) Buyer fails to pay all amounts due in full to Seller within thirty (30) days of the date of the invoice for a sale of Products; or (f) Buyer makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Buyer's property. Seller may also suspend performance or terminate any Contract, without liability or obligation to Buyer, if Seller reasonably believes that its performance may violate applicable laws, regulations or orders of a governmental authority.

**(b) Compliance with Laws.** Buyer will conduct its business in complete compliance with all applicable Federal, State, foreign and/or local laws, orders, regulations, directions, restrictions, and limitations.

**(c) Force Majeure.** Seller will not be liable, and its performance (and delivery dates and delivery periods) will be deemed extended, for any delays or failure to perform directly or indirectly resulting from events and causes beyond its, or its suppliers' and/or subcontractors' reasonable control, including accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, or delays in obtaining or the inability to obtain labor, materials, Products or Services through usual sources at normal prices.

**(d) Relationship.** Seller is an independent contractor. Nothing in a Contract will be construed as creating a partnership, association or joint venture between the parties. Buyer will have no power or authority to bind Seller on any matter including making any representation or warranty on behalf of Seller.

**(e) Miscellaneous.** A Contract contains the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. Buyer may not assign (including by operation of law) all or any portion of its rights or obligations under a Contract without Seller's prior written consent. No assignment will relieve Buyer of any obligations under a Contract. Any consent, approval or agreement required or allowed by Seller may be given or withheld by Seller in its sole discretion and must be in writing and signed by an authorized representative of Seller to be effective. No delay or failure by Seller to exercise or enforce any of its rights or remedies under a Contract will be construed as a waiver of such rights or remedies. If any provisions of these Terms or any Sales Documents are held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) will be deemed to be severable and these Terms and any Sales Documents will then be construed and enforced in accordance with the remaining provisions. As used herein, the words "including", "include" and "includes" will not be deemed to be limiting. The Contract and these Terms may be amended or modified only by a written agreement, signed by both parties, expressly amending or modifying the Contract or these Terms.