

Terms of Sale

The following terms and conditions shall be deemed a part of every order quoted, accepted, acknowledged or shipped by [Hoogwegt] ("Seller").

1. Acceptance. Seller's acceptance of Buyer's purchase order for the goods described in the order or any attachment or referenced document is expressly made conditional and subject to Buyer's acceptance of these terms and conditions, which are in lieu of any additional or different terms contained in Buyer's purchase order or other document or communication pertaining to the goods ordered, which additional or different terms shall be deemed ineffective and rejected.

2. Late Payment Charge. Any payment of the purchase price not received by Seller by the due date shall be assessed a late payment charge of 1% per month for each month payment is overdue.

3. Notice of Defects and Claims/Cooperation>Returns. All claims for product damage, losses or shortages or other patent defects or nonconformities discoverable by reasonable inspection or diligence at the time of receipt of shipment must be reported to Seller in writing within ten (10) days after the receipt of the goods. In all other cases, claims of breach, defects or and nonconformities must be reported in writing to Seller no later than ten (10) days after the date the defect, breach or nonconformity was or could have been discovered by inspection or reasonable diligence and in all events before the expiration of the applicable express warranty period. Any claims not timely reported shall be barred. No claims for damage or for defects in or patent defects or nonconformities of the goods will be considered without being supported by digital photographs taken at the time of receipt of the goods evidencing the damage to, defects in or nonconformities of the goods. Failure to furnish such evidence promptly (and in any event no later than 10 days after receipt of shipment) will result in denial of Buyer's claim and loss of credit for damaged goods, shortages or other patent nonconformities. Buyer shall cooperate fully with Seller in determining the cause and responsibility for damages or defects in the goods, patent or latent, or any incidents, injuries, or accidents concerning the goods, including preserving and making available physical evidence, pertinent notes or documents, tests, witnesses and employees and providing documentary evidence of proper shipment, storage and handling of the goods. Buyer shall take all steps necessary and appropriate to minimize and mitigate claimed damages whether or not Seller also takes such action. No returns of the goods shall be permitted unless first authorized by Seller. Failure of Buyer to follow the requirements of this paragraph bars right to make claim against Seller for claimed nonconformities, losses and damages.

4. Delays/Force Majeure. Any delivery date for the goods acknowledged by Seller is a desired and not a promised date. Seller will make commercially reasonable efforts to meet the delivery schedules but shall not be liable for failure to do so. Seller shall not be liable for any damage to or loss of the goods or any delay in or failure to deliver, service, repair or replace the goods arising from shortage of raw materials, failure of suppliers to make timely delivery, labor difficulties of any kind, fire, windstorm, flood, theft, war, embargoes, criminal or terrorist acts, governmental acts or rulings, loss or damage or delays in carriage, failure or disruption of communication facilities, pandemics (or public health measures taken to address a pandemic or other public health emergency), acts of God, or any other circumstances reasonably beyond Seller's control. Seller may allocate production where shortages exist due to a force majeure event to its customers in any

manner Seller deems reasonable, including, but not limited to, proportionately, chronologically, or based on proximity or efficiencies in production or fulfillment. Goods stored at the request of Buyer or because Buyer refuses or delays shipment shall be at the risk and expense of Buyer.

5. Warranty. Seller will, at its option, repair or replace or credit Buyer for the purchase price of any part of the goods shipped by it which Seller determines, after examination, to have been defective or nonconforming to specifications. For this warranty to apply, Seller must receive written notice of any warranted defect within the times stated in paragraph 3 above. This warranty expires 90 days after shipment unless a longer warranty period is expressly stated in writing by Seller on or with the labeling, packaging or shipment of the goods. Warranties shall not apply to any of the goods or parts thereof not properly shipped, handled or stored or subject to misuse, pests, moisture, improper environment or temperature or damage after their delivery to a carrier. THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE ORDER OR THE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

6. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING TRANSPORTATION COSTS, LOST PROFITS, OR LOST REVENUES OR ANY DIMINISHMENT IN VALUE CAUSED BY SUCH DAMAGES. UNDER NO CIRCUMSTANCE SHALL SELLER'S LIABILITY OR BUYER'S REMEDY FOR DAMAGES AGAINST SELLER EXCEED THE AMOUNT OF THE PURCHASE PRICE OF SELLER'S GOODS DESCRIBED ON THIS ORDER. FAILURE OF BUYER TO GIVE PROMPT NOTICE AS REQUIRED BY PARAGRAPH 3 SHALL BAR BUYER FROM ANY REMEDY AGAINST SELLER. IN NO EVENT SHALL ANY CAUSE OF ACTION ARISING OUT OF THE ORDER OR CONCERNING THE GOODS THEMSELVES BE BROUGHT BY BUYER MORE THAN THIRTEEN (13) MONTHS AFTER THE DATE OF SELLER'S DELIVERY OF THE GOODS INTO THE HANDS OF A CARRIER FOR SHIPMENT. BUYER'S LIMITED WARRANTY OF REPAIR OR REPLACEMENT OR RETURN OF THE PURCHASE PRICE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

7. APPLICABLE LAWS; JURY TRIAL WAIVER. The order for the goods is deemed made in and all matters pertaining to the goods and their terms of sale shall be governed by the laws of the State of Illinois. The Convention on the International Sale of Goods shall not apply. Any controversy or claim arising out of or related to this contract may be brought exclusively in the courts of the State of Illinois. THE PARTIES WAIVE TRIAL BY JURY IN ALL PROCEEDINGS CONCERNING THE GOODS, THE TERMS OF THEIR SALE OR EITHER PARTY'S DUTIES WITH RESPECT TO THEM. If Buyer fails to timely pay for the goods and Seller files suit to collect amounts invoiced and unpaid, Buyer shall be liable for Seller's reasonable attorneys' fees and disbursements and court costs.

8. General. The invalidity of any term contained in the Order shall not affect any other of its terms. The terms and conditions of the order including these terms and conditions, are intended by the parties as a final expression and a complete and exclusive statement of the agreement of the parties which may not be modified except by a signed writing.