

EFFECTIVE: 4/1/2022

TERMS AND CONDITIONS GOVERNING ALL SALES

All products and services (collectively, "**Products**") provided for in the preceding Quote, Sales Order Acknowledgement, proposal or other agreement pertaining to the purchase and sale of Products ("**Proposal**") shall be furnished by FAMCO Service and Machine, Inc. ("**FAMCO**") and accepted by the party ("**Buyer**") who either accepts a quotation from FAMCO for the sale of the Products or whose order for the Products is accepted by FAMCO in accordance with the following Terms and Conditions Governing All Sales ("**Terms**"). The Proposal and these Terms shall together constitute the only agreement of FAMCO and Buyer ("**Agreement**"). Unless otherwise specifically agreed to in writing by FAMCO, the Terms shall also apply to any and all future orders placed by Buyer with FAMCO products and/or services, including products and/or services not referenced in the initial Proposal. The offer of FAMCO to Buyer contained in this Agreement expressly limits Buyer's acceptance to the terms of this Agreement. FAMCO rejects any terms contained in any purchase order or other documents issued by Buyer which are different from, conflict with, modify and/or add to this Agreement; in such event, the terms of this Agreement shall govern and prevail. FAMCO's execution of any document issued by Buyer shall constitute only an acknowledgment of receipt thereof and shall not be construed as an acceptance of any of the terms therein. Unless Buyer sets forth each specific objection to this Agreement in this Agreement or in a separate writing signed and dated by Buyer and delivered to FAMCO contemporaneously with this Agreement, Buyer shall be deemed to have accepted all of the terms of this Agreement. Buyer's issuance of a purchase order or other document which purports to reject some or all of the terms of this Agreement by virtue of Buyer's standard form language, or otherwise, shall not be sufficient objection. Where Buyer specifically objects to any of the terms of this Agreement, no contract shall be formed unless and until FAMCO accepts in writing Buyer's proposed modifications to this Agreement. No waiver or modification of any of the terms of this Agreement shall be valid unless made in writing and signed by FAMCO and Buyer. The foregoing notwithstanding, if FAMCO discovers errors or omissions in the Proposal, FAMCO is authorized to correct or add to the Proposal or terminate this Agreement, provided that if FAMCO exercises its right to correct or add to the Proposal, Buyer may for a period of 5 days from receipt of notice of such changes or additions, terminate this Agreement. Stenographic and clerical errors are subject to unilateral correction. Unless otherwise specified, commercial variations will be allowed on all dimensions.

PRICES: Prices quoted are in United States dollars and are effective as of the date of the quotation or Proposal and subject to change. Prices are valid for 60 days unless otherwise agreed in writing. Prices include FAMCO standard packing for domestic shipments unless otherwise indicated. In addition, prices quoted shall not include repair or replacement of defective machine components which were undiscovered or unknown at the time of the Proposal. In the event such additional defects are discovered during the performance of repair, FAMCO shall provide notice to Buyer of such additional work and additional cost, which shall be added to the contract price and Buyer is obligated to pay for such additional work. Components not manufactured by FAMCO shall be subject to any increase in price of such goods charged by suppliers of FAMCO.

TERMS OF PAYMENT: The purchase price of the Products shall be due as set forth in the Proposal or the quotation. Payments made via credit card are subject to a 3% processing fee. All orders are subject to credit approval, with payment terms to be set forth in the Proposal. If shipments are delayed by Buyer for any cause, payment shall become due from the date on which FAMCO is prepared to make shipment and storage shall be at Buyer's risk and expense. If manufacture is delayed by Buyer for any cause, a partial payment based upon the percentage of completion of the order shall become due from the date on which FAMCO is notified of the delay. FAMCO may at any time, when in its opinion Buyer's financial condition warrants, alter or suspend credit and delivery until such time as arrangements for payment are made which are satisfactory to FAMCO. Buyer agrees to pay to FAMCO interest charges of 1.5 percent per month on the outstanding balance of all accounts of Buyer that are not paid in accordance with the terms of this Agreement. In addition, Buyer agrees to reimburse FAMCO for all costs incurred by FAMCO as a result of any breach of this Agreement by the Buyer including, but not limited to, reasonable attorneys' fees and costs. All payments hereunder shall be in United States dollars and made by check or wire transfer, unless otherwise agreed upon in writing by FAMCO.

TAXES: FAMCO prices do not include sales (except for deliveries in Pennsylvania); value added; inventory; use; or other taxes or fees, which are the sole responsibility of Buyer. If Buyer is exempt from the payment of any tax, it is the duty of Buyer to furnish FAMCO the proper exemption certificate.

DELIVERY: Deliveries are scheduled only after receipt of order, clarification of required technical information, resolution of commercial issues, and Buyer approval when required. Unless otherwise provided in the Proposal or quotation, cost of transporting Buyer's machines and equipment to and from FAMCO's plant shall be at Buyer's expense. Shipping dates are estimated based on conditions prevailing at the time of quotation but are not guaranteed. If Buyer requests delivery by a carrier other than the carrier regularly used by FAMCO and whose rates are reflected in the Proposal, any such excess costs will be the expense of Buyer. FAMCO shall not be liable for delays in delivery or failure to manufacture due to force majeure or causes beyond its reasonable control such as Acts of God, acts or omissions of Buyer, acts or omission of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantines, restrictions, riot, war, delays in transportation, transportation vehicle/vessel shortages and inability to perform due to inability to obtain necessary labor, materials or manufacturing facilities. In the event of any delay such as above described, the date of delivery shall be extended for a period equal to the time lost by reason of such delay. The Products shall be delivered to Buyer or its designated shipping company and risk of loss shall pass to Buyer Incoterms 2020, Ex Works FAMCO's facility in Punxsutawney, Pennsylvania, unless specified otherwise in the Proposal or Quotation.

TITLE AND SECURITY INTEREST: The title to and right of possession of the Products (or any part or portion thereof) furnished by FAMCO shall remain FAMCO's personal property until paid for in full, and Buyer shall do all things necessary to perfect and maintain such right and title in FAMCO. To the extent Buyer should be deemed the owner of the Products despite not having paid for the Products in full, Buyer grants to FAMCO a security interest in the Products purchased and in the proceeds thereof. FAMCO is authorized to file financing statements and other documents necessary to perfect and continue the security interest. If FAMCO in its sole judgment questions Buyer's ability to pay for the Products, FAMCO may require payment in full in advance of delivery or manufacture of the Products. Failure to adhere to FAMCO's terms may result in a shipping hold on future orders and/or a reduction in the credit FAMCO will extend.

CANCELLATION: No order may be canceled by Buyer unless specifically consented to by FAMCO in writing. In the event of such consent, Buyer shall pay: (a) contract price for all Products that have been completed prior to receipt of notice of cancellation, including shipping, disassembly and reassembly, testing and all other costs with respect to performance of work on Buyer's machinery and equipment at FAMCO's prevailing standard rates; (b) all costs incurred by FAMCO in connection with the uncompleted portion of the order plus a normal profit of the total contract price as partial damages; and (c) cancellation charges, if any, of FAMCO on account of its purchasing commitments made under the order. FAMCO shall have the right to cancel any order or to refuse to deliver or to delay shipment in the event Buyer fails to submit payments when due or perform any other obligations of Buyer.

BUYER RESPONSIBILITY: Buyer shall assume and bear sole responsibility for property maintenance of the repaired machinery and equipment and for providing adequate and sufficient safeguards, work handling tools and safety devices necessary to protect fully all personnel (including operators, helpers, repairmen, bystanders and all others who would be in the vicinity of the machinery and equipment repaired or provided by FAMCO) from bodily injury or death which otherwise may result from the use, operation, set-up or maintenance of the machinery or equipment including all requirements for compliance with prevailing federal state and local codes and industry accepted standards. FAMCO shall bear no liability for the failure of Buyer to provide all such safeguards. Buyer shall not permit anyone to alter or modify any of the machinery or equipment repaired or provided by FAMCO including but not limited to the removal or modification of safety devices, warning signs or signals, electrical circuitry, instruction labels, or manuals attached to or furnished with the machinery or equipment. Unless specifically exempted in quote, Buyer will ensure that any machinery, equipment or components delivered to FAMCO's property for repair and/or storage has had all potential environmentally hazardous materials removed and/or drained (i.e. oil, grease, anti-freeze, asbestos, etc.). Buyer will be charged for and held responsible for any costs or damages incurred by FAMCO due to such materials that are discovered at any time the material is under FAMCO's control.

INDEMNITY: Buyer hereby indemnifies and agrees to defend and hold FAMCO harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including attorneys' fees and expenses, relating to the Products, except to the extent caused by the gross negligence or willful misconduct of FAMCO.

INTELLECTUAL PROPERTY: Buyer shall not remove, alter, obliterate, copy or cancel FAMCO's trade names or trademarks appearing on any Product nor take any actions which are inconsistent with FAMCO's ownership of such names and trademarks. Products purchased pursuant to this Agreement may include intellectual property proprietary to FAMCO.

IMPORT LICENSES: Prior to the date of shipment of the Products, Buyer shall obtain at its sole cost all import licenses and/or other government approvals that may be required by the country of importation. Upon FAMCO's request, Buyer shall provide FAMCO with copies of such import licenses and/or government approvals to evidence Buyer's compliance with this provision. Buyer represents and warrants that it is not, and Buyer shall not, directly or indirectly, transfer the Products to, a person or entity listed as: (1) a Specially Designated National or Blocked Person by the U.S. Treasury Department; (2) a Denied Person by the U.S. Commerce Department; (3) a Denied Entity by the U.S. Commerce Department; or (4) a Debarred Party by the U.S. State Department. Buyer shall indemnify, defend and hold FAMCO harmless from any claim, loss, damage, fines, penalties, liability or expense incurred with regard to Buyer's failure to comply with this provision.

WARNINGS, NOTICES, SAFETY GUARDS: Buyer agrees to not remove warnings, notices, safety guards or other protective devices, except for maintenance as recommended.

NON-WARRANTY SERVICE CHARGES: Should the Buyer of a Product request the service of a FAMCO service technician (except as specifically provided for and included in the price of such Product in the attached schedule or schedules), such service will be rendered at a quoted charge per day, plus, all other expenses incident thereto, including transportation to and from Buyer's facility and living expenses.

NOISE LEVEL DISCLAIMER: Unless otherwise provided in this Proposal, FAMCO makes no representations or warranties with respect to the noise level of the equipment or machinery repaired. In the event noise level of the equipment or machinery is unacceptable following repairs made pursuant to this quotation, FAMCO will be pleased to analyze and submit a separate quotation as to the repairs necessary to effectively reduce noise level.

COMPLIANCE WITH LAWS: Buyer shall comply with the United States Foreign Corrupt Practices Act of 1977, as amended, and all export laws and restrictions and regulations of the Department of Commerce, Department of Defense or of other United States or foreign agencies or authorities, and shall not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations.

APPLICABLE LAW: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana, including the laws of the United States applicable therein. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS SHALL NOT GOVERN THE INTERPRETATION OF OR ANY DISPUTE ARISING FROM THIS AGREEMENT.

LIMITATION OF CLAIMS: No action or proceeding based on this Agreement or arising out of its performance shall be instituted by either party more than one (1) year after the cause of action or claim has accrued; provided, however, that no such limitation shall apply to claims for payment under this Agreement by FAMCO against Buyer.

ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in the State of Indiana, before a single, neutral arbitrator chosen jointly by counsel to FAMCO and counsel to Buyer. Should counsel to the parties be unable to agree on an arbitrator, each party shall choose an arbitrator, and the two arbitrators chosen by the parties shall select a third arbitrator who will decide the controversy. Judgment rendered upon the award, including such reasonable attorneys' fees as may be awarded the prevailing party, may be entered in any court having jurisdiction thereof.

INTEGRATION; MODIFICATIONS; AND WAIVER. This Agreement contains the entire understanding between the parties with respect to the transactions and subject matter contemplated hereby and supersedes, merges, and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties. This Agreement may not be orally amended or changed. This Agreement may be amended or changed only by written

instrument executed by both parties. The provisions of this Agreement may be waived only by a written instrument executed by the party waiving such provision. A waiver of any term of this Agreement shall not be deemed a waiver of any other term, or of such term on any other occasion.

ATTORNEYS' FEES: In the event of any controversy, claim, or dispute between the parties hereto arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees shall survive any judgment and shall not be deemed merged into the judgment.

CONFIDENTIALITY: All data, designs, drawings, processes, specializations, reports and other technical, financial or proprietary information submitted by FAMCO to Buyer and the features of all parts, equipment, tools, patterns and other items furnished or disclosed to Buyer by FAMCO in connection with the order (the "***Confidential Data***") are to be considered confidential, the sole property of FAMCO, shall not be used except in connection with FAMCO's provision of the Products to Buyer in accordance with the order and shall not be published or disclosed to any third party without FAMCO's prior written authorization, unless the Confidential Data or any relevant part thereof is or becomes generally available to Buyer on a non-confidential basis from a source (other than FAMCO) which is entitled to disclose the same. Buyer shall not, without receipt of FAMCO's prior written authorization, disclose any term or provision of this order.

LIMITATION ON LIABILITY: FAMCO SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SALE OF FAMCO PRODUCTS OR TO THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WORK STOPPAGE OR INEFFICIENCIES, IMPAIRMENT OF THE PRODUCTS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSES OF OPERATION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FAMCO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL FAMCO'S TOTAL LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO BUYER ARISING OUT OF OR RELATED TO THE SALES OF ANY FAMCO PRODUCTS EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS.

LIMITED WARRANTY

Except as limited herein, FAMCO warrants to the original Buyer that the Products manufactured by FAMCO shall be free from manufacturing defects in material and workmanship ("Warranty") under normal use and service in accordance with the designed purpose and intended application of the machine or equipment, for the Warranty Period (as defined below). FAMCO shall not be obligated to provide any remedy under this Warranty for any defect not communicated to FAMCO in writing within 48 hours of discovering the alleged defect during the Warranty Period.

This Warranty supersedes any representations concerning the Products sold to the Buyer which may have been made by FAMCO' agents or employees or contained in advertisements. If any model or sample was shown to the Buyer, that model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to such model or sample.

FAMCO and Buyer expressly agree that FAMCO's obligations under this Warranty are limited solely to repair or replacement (as determined by FAMCO in its sole discretion) of any Product or part or component thereof that FAMCO in its sole determination deems defective, provided Buyer has notified FAMCO within 48 hours of discovering the alleged defect during the applicable Warranty Period. The warranty does not include cover expenses incurred by BUYER in reworking, repairing, or replacing such defective repairs and parts, or supplying any missing parts, except upon written consent of FAMCO. In no event shall such warranty cover costs of transportation, rigging, disassembly, inspection and/or installation of the subject parts replaced or of the repaired machine or equipment.

FAMCO makes no warranty with respect to any auxiliary equipment manufactured by others and sold by FAMCO. These items are subject to the warranties of the manufacturer, and Buyer agrees that any warranty claims on these items shall be made by the Buyer directly against the manufacturer. FAMCO shall not be made a party to such claims by Buyer.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDING WHICH EXTEND BEYOND THOSE SET FORTH IN THESE TERMS. NO OTHER WARRANTY, ORAL OR WRITTEN, IS AUTHORIZED OR HAS BEEN GIVEN BY FAMCO TO BUYER.

FAMCO SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SALE OF FAMCO PRODUCTS OR TO THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WORK STOPPAGE OR INEFFICIENCIES, IMPAIRMENT OF THE PRODUCTS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSES OF OPERATION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FAMCO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL FAMCO'S TOTAL LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO BUYER ARISING OUT OF OR RELATED TO THE SALES OF ANY FAMCO PRODUCTS EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS.

WARRANTY PERIOD

The *Warranty Period* commences upon the earlier of the date of service or date Products are placed in service, or thirty (30) days after the date the Products were available for shipping in the case shipping is delayed by Buyer or by circumstances outside the control of FAMCO. The *Warranty Period* terminates upon the expiration of six (6) months for a) repairs to machinery and equipment; b) parts or components manufactured by FAMCO; and c) remanufacture

or rebuild of machinery to bring to a “like new” condition, unless otherwise specified and acknowledged by the parties in writing.

RETURN OF DEFECTIVE GOODS

In the event that Buyer believes a Product, part or component manufactured by FAMCO is defective in material or workmanship during the Warranty Period, Buyer shall promptly notify FAMCO in writing of the problem. Upon receipt of such written notice, FAMCO will issue Buyer a Returned Goods Authorization (“RGA”) number that must accompany the Product, part or component returned to FAMCO for warranty consideration. This RGA number is valid for thirty (30) days from the time of its receipt. Upon receipt of the defective Product, part or component, FAMCO will make an evaluation, or if necessary, forward a defective part to the original manufacturer for warranty consideration. Buyer shall then be notified of the manufacturer’s determination. If the part is found to be defective in material or workmanship, the obligations of FAMCO are strictly and exclusively limited to the repair or replacement, at the option of FAMCO, of the defective Product, part or component. FAMCO agrees to pay all shipping charges, at UPS ground rates, for delivery to Buyer of repaired or replacement parts provided the submitted parts have proved to be defective and covered by this Warranty. Where expedited delivery of repaired or replacement parts is requested by Buyer, such additional shipping charges shall be paid by Buyer.

- The Buyer must return any defective Product, part or component to FAMCO within (30) days of receipt of an RGA number (shipping costs prepaid by the Buyer). If the part is timely returned to FAMCO and the failure is confirmed to be the result of a manufacturing defect, the Buyer will be credited the amount invoiced (plus shipping) for the repaired or replacement part. In the event a defective part is not received within (30) days of receipt of the RGA number, the Buyer will be billed the total cost of the replacement part or repairs, plus shipping and handling for returning the repaired or replacement part.
- FAMCO shall make a final determination, in its sole discretion, whether returned parts are subject to a manufacturer’s defect or whether the returned part failed due to Buyer’s failure to perform recommended Scheduled Maintenance, neglect, abuse or other circumstances causing the Warranty to be void.