

TERMS AND CONDITIONS
(A&B Engineering Services, LLC)

1. Seller: A & B Engineering Services, LLC (“Seller”)
2. Acceptance: Seller’s proposal or quotation (the “proposal”) and any purchase order issued by the buyer (“Buyer”) and accepted by Seller are limited to these terms and conditions, which are incorporated into the proposal, and excludes any different or additional terms and conditions supplied by Buyer, unless agreed to in writing by Seller. If, for Buyer's convenience, Buyer's regular purchase order forms are used in connection with the proposal or in ordering equipment or services covered by the proposal, Seller’s acceptance is expressly conditioned upon Buyer's assent to these terms and conditions. These terms and conditions prevail over any of Buyer's terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms unless agreed to in writing by Seller. Fulfillment of Buyer's purchase order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these terms and conditions, unless agreed to in writing by Seller. Subject to the provisions of this section regarding terms and conditions of a purchase order issued by Buyer, any purchase order accepted by Seller are incorporated into the proposal. Seller’s obligations under the proposal are expressly conditioned upon Seller’s review and approval of Buyer's credit.
 - Terms of Payment: The purchase price and fees due to Seller shall be payable in United States currency (USD) as per the terms expressed in the proposal.
 - Parts and service and equipment orders less than \$15,000 will require payment of 100% of the purchase price and service fee upon shipment of the equipment or parts or completion of the services.
3. Material Costs/Surcharges: Pricing in the proposal is based on the surcharges and costs of materials in effect as of the date of the proposal’s issuance. Surcharges (e.g., with respect to steel, electrical components, and wire) are based on surcharges published by Seller’s suppliers. Buyer acknowledges that the purchase price and fees due to Seller may be adjusted by Seller, before or after the acceptance of the proposal or any purchase order, to incorporate increases in, or additional, costs of materials or surcharges.
4. Duration of Price Quote: Unless otherwise stated in the proposal, all pricing is valid for 30 days from date the proposal is issued subject to any adjustment to pricing under Section 3.
5. Shipping:
 - Domestic Shipping: Unless otherwise stated in the proposal, the equipment purchased from Seller shall be shipped F.O.B. shipping point freight collect by either dedicated or common carrier at Buyer’s expense and at current applicable charges. If applicable, the cost for any over- width/over-height permits, flagmen, escorts, etc. will be charged in addition to mileage. It is assumed that, if required, all destinations will be accessible by tractor/trailer.
 - International Shipping: Unless otherwise stated in the proposal, the equipment purchased from Seller shall be shipped Ex-works original manufacturing site (shipping point). Buyer is responsible for inland freight, port receiving charges, forwarder fees, ocean/air freight, charges in foreign port, foreign airport, custom clearance, customs duties, and delivery charges to final destination. All wood packaging materials are compliant to the destination country’s requirements at the time of the quote.
6. Title and Risk of Loss:
 - Domestic: Unless otherwise stated on the face of the proposal, the equipment purchased from Seller shall be shipped F.O.B. shipping point with title and risk of loss passing to Buyer upon delivery of the equipment to the carrier, regardless of installation terms. Buyer shall fully insure the equipment against all risks from the time of delivery to the carrier, with policies payable to Seller’s benefit. Upon request, Buyer

shall furnish to Seller certificates of insurance evidencing such coverage prior to shipment. Seller shall determine method and route of transportation unless otherwise specified. Buyer shall pay local transfer, unloading, and cartage costs at destination. Buyer will be responsible for filing any damage claims with the carrier.

□ International: Unless otherwise stated in the proposal, the equipment shall be shipped Ex- works original manufacturing site (shipping point) with title and risk of loss passing to Buyer upon delivery of the equipment to the carrier, irrespective of installation terms. Buyer shall fully insure the equipment against all risks from the time of delivery to the carrier. Seller shall determine method and route of transportation unless otherwise specified. Buyer shall pay local transfer, unloading, and carrier costs to final destination. Buyer will be responsible for an import taxes, customs tariffs, fees levied by the destination country or the shipping country, and for filing any damage claims with the carrier as might be required. Tariffs and taxes are neither collected, nor included in the purchase price at the time of order. Buyer may get an estimation of these fees by contacting the customs office in Buyer's area.

7. Delays: Amounts due upon shipment shall be due even if Buyer has notified Seller that Buyer is not ready to receive the shipment. If the proposal or purchase order includes installation, startup, commissioning or other services, and Buyer delays or interrupts such services, the full balance of the purchase price less cost of completion of such services shall immediately become due. If services are resumed, Buyer shall pay Seller for any increased costs resulting from such delays. If Buyer fails to pay any amount when due to Seller, Seller reserves the right to assess a service charge of 1½% per month on the amount due, provided there is no conflict with applicable law. Buyer shall pay all costs and expenses incurred by Seller in connection with any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under contract, at law or otherwise (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any equipment or services if Buyer fails to pay any amounts when due and such failure continues for 10 days after written notice thereof.

8. Storage: When Buyer delays shipment and space is available at Seller's premises, Seller will store completed equipment at a reasonable preparation and storage fee for the project. Buyer will be invoiced the monthly storage fee along with appropriate costs for preparing the equipment for storage, loading and unloading of equipment.

9. Duty and Taxes: Unless otherwise agreed to in writing, the purchase price does not include any duties, excise, sales, use, property, retailers, occupation, or similar tax. The amount of any such taxes, whether imposed on Buyer or Seller, shall be payable, by Buyer in accordance with the provisions of any statute or rules, regulations, or decisions of any taxing authority or by paying Seller the amount of such taxes shown on its invoice. If Buyer claims exemption from any sales, use, or similar tax imposed by any taxing authority, Buyer will hold Seller harmless from any such tax, together with any interest, fines, or penalties thereon assessed against Seller in connection with the purchase price. If Buyer is exempt from such taxes or if Buyer elects to pay such taxes directly to the taxing authority, then Buyer shall provide Seller with a valid tax exemption certificate or similar document satisfactory in form to Seller.

10. Warranty: The warranty provided in the proposal for any equipment or services provided by Seller is the sole warranty provided by Seller. The expiration of the warranty period of any equipment purchased from Seller that is subject to a manufacturer's warranty will equal the earlier of (i) the expiration provided in the proposal or (ii) the expiration of any applicable manufacturer's warranty. No warranty of Seller is transferable to any third-party unless otherwise agreed to in writing. The warranty in the proposal does not apply to any equipment, components, or services Buyer purchases from any party other than Seller, including any supplier, manufacturer, or distributor.

If the shipment of the equipment is delayed at Buyer's request, the originally scheduled ship date is utilized in the warranty period calculation. During the warranty period and upon satisfactory proof of claim by

Buyer, Seller will repair (excluding installation) any part proving defective in material or workmanship. If such repair does not remedy the issue within 30 days of the repair or service, then Buyer may request replacement of the defective parts F.O.B. Seller's factory. The equipment warranty is subject to the following conditions: (a) Buyer shall return defective equipment and components to Seller upon request; (b) this warranty applies only to equipment properly used, maintained, and stored, and does not apply to any equipment subjected to misuse, neglect, accident, or that has been installed, operated, repaired, altered, or modified other than in accordance with written instructions or written authorization by Seller; (c) this warranty applies only to equipment started up and commissioned by Seller's authorized personnel; (d) the warranty does not apply to any controls or programming not purchased by Buyer from Seller; (e) the warranty does not apply to any equipment or components not purchased by Buyer from Seller, and Buyer's sole warranty with respect to such items shall be that of the manufacturer, if any, and Seller makes no representations or warranties with respect to such equipment or components purchased from a third party; (f) this warranty does not include any warranty claim for wear parts; and (g) Seller has no liability for damages due to improper maintenance and operation and non-compliance with Seller's instructions for storage, service, and maintenance. Buyer also acknowledges that Seller has relied upon all specifications and other data and information supplied by Buyer to Seller in the preparation of the proposal. If the specifications, data, and other information was not provided in writing with confirmation of receipt by Seller or the conditions differ from those presented by Buyer and relied upon by Seller, any warranties provided by Seller affected by such conditions shall be void, unless otherwise agreed upon in writing. EXCEPT FOR ANY WARRANTY IN THE PROPOSAL, SELLER MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. INCLUDING, WITHOUT LIMITATION, 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. THE REMEDIES IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY PROVIDED IN THE PROPOSAL.

11. OSHA: Compliance with the Occupational Safety and Health Act of 1970 (OSHA) is the responsibility of the Buyer and end user and is dependent upon many factors beyond the equipment supplied. Seller recommends that a risk assessment be performed by the Buyer or the end user once any equipment is installed and is ready for use. Any guarding requirements are not included in the pricing in the proposal. Because of the differences of every application, the end user is responsible for final guarding, proper training, and use of the equipment by its operators and maintainers. Any revisions or additions to the equipment, including additional guarding, will result in an increase in the purchase price.

12. Indemnification: Equipment furnished hereunder is subject to the manufacturer's safety features and user safety instructions. Operation of the equipment with safety features removed or modified or the disregard of the user safety instructions is outside of Seller's control and is the responsibility of Buyer and end user. Compliance with safe use instructions and regulatory compliance with any safe operating procedures such as OSHA or ANSI by Buyer or the end user is also outside of the control of Seller. Buyer agrees to indemnify and hold Seller, its subcontractors, its suppliers, and its affiliates harmless from any and all damages, liabilities, losses, costs, and expenses of any kind or nature (including attorneys' fees) arising from any claim for injury to persons (including death) or property incurred in connection with the proposal and services and equipment thereunder, including, without limitation, claims arising from: (a) improper use of the equipment, including without limitation in a manner inconsistent with proper use instructions (examples include but are not limited to riding, sitting, stepping, walking, or climbing on the equipment furnished hereunder); (b) removal or modification to furnished safety features; (c) the disregard of user safety instructions; (d) any portion of the equipment that includes Buyer's existing equipment or equipment furnished by Buyer; (e) improper use of the equipment; (f) equipment design or safety features that were developed based on any information, representation, reports, or data furnished or prepared by

Buyer; or breach of any provision of the proposal. If Buyer's indemnification obligations are based on a third-party claim against Seller, Buyer will, at Seller's option, defend Seller, its subcontractors, its suppliers, and its affiliates (at Buyer's expense with counsel satisfactory to Seller) from all such third-party claims; provided that any settlement is subject to Seller's approval. If Seller defends any such claim or lawsuit, Buyer will indemnify Seller, its subcontractors, its suppliers, and its affiliates as provided above.

13. Changes and Delays: Proposals to amend the detailed specifications may be offered by either party in writing, which set forth in detail the particular specifications involved, the changes to be made therein, and the effect, if any, of such change on price, design, performance, weight, time of shipment, and time of installation and commissioning. No modification of the proposal or any purchase order will be permitted unless it is in writing and accepted by Seller. Should the work be delayed or interrupted by Buyer or other contractors of Buyer, or due to the failure of Buyer to furnish facilities or apparatus as agreed herein, Buyer will pay any additional expenses incurred by Seller resulting from such causes.

14. Force Majeure: If, by reason of strikes, non-delivery of acceptable material by suppliers, unavailability of local labor, delay in delivery or non-delivery of acceptable Buyer-furnished property or samples of products to be handled, the elements, epidemic, quarantine, acts of God, war or war condition, riot, civil disorder, acts of terrorism, government order or regulation, embargo, fire, flood, severe weather, accident, other acts of force majeure, or causes over which Seller does not have reasonable control, Seller is delayed in completion of the equipment, or installation and commissioning thereof, , or Seller is delayed making or be unable to make delivery of goods or services to be provided to Buyer, no liability shall result there from, and the time of performance shall be extended for a period to be not less than the period of such delay or delays. Nothing contained herein shall be deemed to require Seller to obtain equipment or services from another supplier.

15. Back Charges: Seller will not pay claims for expenses of Buyer relating to labor or material supplied by Buyer.

16. Inspection and Rejection of Nonconforming Equipment:

☐ Buyer shall inspect the equipment purchased from Seller within 10 days of receipt of shipment ("Inspection Period"). Buyer will be deemed to have accepted the equipment unless it notifies Seller in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Equipment" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

☐ If Buyer timely notifies Seller of any Nonconforming Equipment, Seller shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming equipment, or (ii) credit or refund the purchase price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Equipment to Seller's facility. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after receiving Buyer's shipment of Nonconforming Equipment, ship to Buyer, at Seller's expense, the replaced equipment to Buyer's location F.O.B. shipping point freight.

☐ The remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under this, all sales of equipment to Buyer, and Buyer has no right to return equipment purchased to Seller.

17. Security Interest: As collateral for the payment of the purchase price of the equipment sold by Seller, Buyer hereby grants to Seller a security interest in and to the equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest

under the applicable Uniform Commercial Code. Buyer authorizes Seller to file a financing statement on behalf of Buyer to perfect the security interest of Seller in the equipment and to file any amendments or renewals thereof. Buyer agrees to take any action reasonably requested by Seller in connection with the security interest granted hereunder.

18. Cancellation: Buyer may cancel a purchase order only upon written notice to Seller and subject to the following cancellation fees:

- Buyer will promptly pay 10% of the purchase price, plus costs and expenses incurred by Seller prior to cancellation, if a purchase order is cancelled within 10 business days after Seller's receipt of the purchase order. Buyer will be credited for any portion of the purchase price paid to Seller before the cancellation of the purchase order. If Buyer has paid more than 10% of the purchase price, Seller will promptly return to Buyer the amount in excess of 10% of the purchase price.
- Buyer will promptly pay 25% of the purchase price, plus costs and expenses incurred by Seller prior to cancellation, if a purchase order is cancelled 11-20 business days after Seller's receipt of the purchase order. Buyer will be credited for any portion of the purchase price paid to Seller before the cancellation of the purchase order. If Buyer has paid more than 25% of the purchase price, Seller will promptly return to Buyer the amount in excess of 25% of the purchase price.
- Buyer will promptly pay the entire purchase price if the purchase order is cancelled more than 20 business days after Seller's receipt of purchase order. Buyer will be credited for any portion of the purchase price paid to Seller before the cancellation of the purchase order.

Seller shall have the right to cancel any purchase order if at any time Buyer does not strictly comply with all terms and conditions of the proposal (including without limitation any requirements of progress payments) or these terms and conditions or Buyer becomes insolvent or commits any act of bankruptcy within the meaning of United States bankruptcy laws. In the event of such cancellation by Seller, Buyer shall indemnify Seller for all loss or damage resulting therefrom, including, but not limited to, Seller's costs and expenses (including reasonable attorneys' fees), overhead, and reasonable contract profits.

19. Installation: If Seller installs any equipment, Seller is not responsible for installation preparation, which includes engineering analysis of the physical structures to which equipment may be affixed. Buyer is responsible for verification of the floor, ceiling, walls, hangers, brackets, and other supports or devices not provided by Seller. Buyer agrees to indemnify and hold harmless Seller for any damage to person or property, including personal injury or death, to the extent caused by Buyer's building or supports. Unless otherwise agreed to in writing, material for superstructure, hangers, and bracing is to be furnished by Buyer. If Seller does not provide the installation, then any superintendent or technician furnished by Seller shall be subject to Buyer's general supervision during the term of any service performed for Buyer, and Seller shall have no liability for schedule performance or costs incurred by Buyer to complete installation. Buyer shall furnish all labor, materials, and tools required for such services and installation. Buyer remains solely responsible for the installation, when such services are provided. It is understood that some realignment or other adjustment in the premises of Buyer or end users may be required and such field labor is for Buyer's account and may be billable to Buyer.

20. Installation Pricing: If installation is included in the price offered in the proposal or is quoted separately, the installation price is contingent and based upon consecutive installation of all equipment provided by Seller. If the installation process is interrupted by circumstances beyond Seller's control, then the installation price will be adjusted so installation of the equipment will be billed on a daily rate basis in accordance with the Service Policy in force at the time service is rendered. If specified, equipment installation includes labor, hardware, pipe, wire, heavy equipment rental, and travel and living expenses, the proposal is based on straight time only. Overtime, holiday, and weekends will be billed in accordance with Service Policy on Seller's website (the "Service Policy"). The proposal is based upon a clear area for

installation of the equipment. If a clear area does not exist at the scheduled time for installation, a change order will be required for any additional time needed.

21. Installation Supervision/Assistance Pricing: Proposals are fixed price based on the Seller's understanding of the scope at the time the proposal was written. Any additional time required, Buyer will be billed on a daily rate basis in accordance with the Service Policy in force at the time service is rendered.

22. Startup Assistance and Commissioning: Proposals are fixed price based on the Seller's understanding of the scope at the time the proposal was written. Any additional time required, Buyer will be billed on a daily rate basis in accordance with the Service Policy in force at the time service is rendered. Startup and commissioning of all new equipment by Seller must be performed by trained and approved field service personnel to validate any new equipment warranty. In order for startup and commissioning to be completed by Seller in a timely manner, any mechanical and electrical installation by third parties must be completed on time per agreed upon schedule. All upstream and/or downstream equipment must be operational at design speed. Sufficient products must be available for continuous testing.

23. Non-Solicitation of Employees: Buyer agrees that it will not induce or solicit any then- current employee of Seller or its affiliates with whom Buyer interacts with under the scope of this Agreement for a period of one year after such interaction (each a "Solicited Employee") to terminate his or her employment relationship with Seller or its affiliates in order to work for a person or entity engaged in a business similar to Seller's business in the same or substantially similar capacity that the Solicited Employee worked during his or her final 12 months of employment with Seller or its affiliates. Buyer further agrees not to directly or indirectly encourage or induce any employee, independent contractor, former employee, or former independent contractor of Seller or its affiliates to breach any agreement with or legal duty to Seller or its affiliates.

24. Special On-site Personnel Considerations: Buyer must communicate and facilitate for special on-site personnel requirements including, but not limited to:

- ☐ Special personal protection equipment, including ARC flash requirements.
- ☐ Contractor training (safety and quality) that Seller's staff, contractor or supplier must attend before performing any work.
- ☐ Background checks.
- ☐ Hot work permit staffing (a person whose responsibility is solely to stand and watch welding taking place not only during the work but for a period of time after the work to avoid any possibility of fire hazard).

25. Subcontractors: Seller reserves the right to use subcontractors in the performance of any portion of the fabrication and installation work included in the proposal.

26. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF INCOME, PROFIT OR REVENUE, LOSS OF BUYER GOODWILL, PRODUCT RECALL, DAMAGE TO BUSINESS, BUSINESS RELATIONS, BUSINESS OPPORTUNITY OR PRODUCTION, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR SERVICES, DOWN-TIME COSTS, CLAIMS BY CLIENTS OF BUYER, OR DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM, CONNECTED WITH OR RELATING TO THE PROPOSAL, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STRICT LIABILITY, ENTERPRISE LIABILITY, OR OTHER PRODUCT

LIABILITY THEORIES. THE AGGREGATE LIABILITY OF SELLER AND ITS AFFILIATES, WITH RESPECT TO CLAIMS, COSTS, LIABILITIES AND DAMAGES UNDER OR RELATED TO THE PROPOSAL, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID TO SELLER UNDER THE PROPOSAL IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE DAMAGE OR LOSS. ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPOSAL MUST BE BROUGHT BY BUYER WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES, OR THE APPLICABLE STATUTORY PERIOD, WHICHEVER IS SHORTER.

27. Relationship of the Parties: The relationship between Buyer and Seller is that of independent contractors. Nothing contained in the proposal shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

28. Governing Law; Jurisdiction: All matters arising out of or relating to these terms and conditions are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to the proposal shall be instituted in the state or federal courts located in Wisconsin and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

29. Assignment: Buyer shall not assign any of its rights or delegate any of its obligations under the proposal without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is void. No permitted assignment or delegation relieves Buyer of any of its obligations under the proposal and these terms and conditions.

30. Entire Agreement: When the proposal is accepted by Buyer and approved by Seller, the proposal, including these terms and conditions, shall constitute the entire agreement between the parties, and there are no oral or other representations or agreements outside of the proposal. All references to the proposal include these terms and conditions. If any term or condition of the proposal conflicts with these terms and conditions, the proposal will prevail, subject to the provisions of Section 2 (acceptance). If any provision of the proposal is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining provisions shall not be in any way affected or impaired thereby. References to shipping terms (e.g., Ex Works) have the definitions assigned such terms under Incoterms 2020.