

General Terms and Conditions

1. **Definitions:** “Contractor” is Maddox Industrial LLC. “Owner” is the entity to which Contractor’s offer or quotation is made, or the entity purchasing Goods and/or Services from Contractor. “Goods” means the products, components, and parts offered, assembled, manufactured or sold by Contractor and included in the Scope of Work. “Services” means services offered or rendered by Contractor described in the Scope of Work. “Order” means Owner’s purchase order or other document evidencing acceptance of Contractor’s offer. All references to “Terms and Conditions” herein mean and include (a) these “General Terms and Conditions,” (b) Contractor’s Special Terms and Conditions, if applicable, and (c) any other terms and conditions mutually agreed to by the parties in writing.

2. **Entire Agreement:** The Terms and Conditions contained herein shall apply to and be incorporated into any transaction entered into by and between Contractor and Owner. Such Terms and Conditions are hereby incorporated into Contractor’s quotation and invoice to Owner, and in the event that Owner’s purchase order, acceptance or other transactional document executed by Owner should conflict with these Terms and Conditions, the provisions of these Terms and Conditions shall control. Except as otherwise provided in a separate subsequent writing, signed by the authorized representatives of all parties hereto, the Terms and Conditions which govern the sale of Goods and provision of Services are limited to those Terms and Conditions contained herein. Formation of any contract is expressly made conditional on Owner’s assent to these Terms and Conditions and the Terms of Contractor’s quotation, which, together with the other Contract Documents, constitute the sole, entire, and exclusive agreement between Owner and Contractor in this transaction and supersede all prior discussions, proposals, negotiations, representations and agreements. Contractor shall not be bound by any additional, different, or inconsistent terms in Owner’s purchase order or other documents from Owner, and shipment of Goods or the provision of Services pursuant to a purchase order of Owner that contains additional, different or inconsistent terms does not constitute acceptance of such terms. No conditions, understandings or agreements purporting to waive, modify or vary the Terms hereof will be binding unless hereafter made in writing and signed by an authorized representative of each party. Owner may not assign its rights or delegate its duties hereunder without the prior written consent of Contractor.

3. **Price and Payment Terms:** All prices are quoted in U.S. Dollars, and all invoices issued by Contractor and payments made by Owner shall be in U.S. Dollars. All prices quoted are based upon material costs and availability as of the date of this Agreement. The prices set forth in this Agreement are valid for thirty (30) days, after which time Contractor may modify the quoted prices based upon changes in the availability and/or cost of materials. Owner hereby waives any right of setoff against amounts due Owner from Contractor. All amounts due to Contractor that remain unpaid as of their due date shall accrue interest at the rate of one and one-half percent (1.5%) per month. Said interest shall continue to accrue on any outstanding balance until full payment is received by Contractor. Owner shall be liable for any costs, fees, or other expenses incurred in collecting any past due payments, including attorneys’ fees and court costs.

4. **Taxes:** Any tax, duty or other governmental charge upon the sale and/or shipment of the Goods and/or provision of Services herein specified or hereafter imposed by federal, state,

provincial or local authorities shall be added to the quoted price and paid by Owner. Owner further acknowledges and agrees that it shall be solely responsible for the payment of any and all sales, use or other similar taxes (however designated, levied or based, resulting from the sale of Goods and Services, Work or other property by Contractor or any of its subcontractors to Owner hereunder), whether such taxes are remitted to the appropriate government agency or body by Owner, on the one hand, or Contractor or any of its subcontractors, on the other hand. If sales are made by Contractor or any of its subcontractors to Owner without payment of a sales, use or other similar tax, and it shall later be determined that a sales, use or other similar tax is due, Owner shall pay such tax and any interest and penalties related thereto. Should any transaction governed by these Terms and Conditions qualify for any tax exemptions, it shall be the sole responsibility of Owner to obtain the proper certificate and/or other documentation required by the given taxing authority to claim said exemption.

5. **Delivery, Title, and Risk of Loss:** Product shipment dates are based on Contractor's reasonable judgment, are subject to production limitations and factory schedules, and are not guaranteed. Unless agreed otherwise by Contractor in writing, all domestic shipments shall be delivered CPT (Incoterms 2010) from the site specified by Contractor in its proposal or acceptance. All shipments to locations outside the United States shall be delivered EXW (Incoterms 2010) Contractor's shipping dock. Risk of loss shall pass upon such delivery. If shipping costs exceed those quoted in the Purchase Order, Owner shall reimburse Contractor for such higher costs within 30 days of shipment. The parties agree that title to the Goods shall pass to Owner upon shipment. However, in the case that Owner is unable to accept shipment, or Owner is otherwise responsible for a delay in shipment, the parties agree that title to the Goods shall transfer to Owner on the date specified for shipment, or in the case of an estimated shipping dated, the latest date within the estimated period, so long as said Goods have been paid for in full. In such a case, Owner specifically agrees that all risk of loss and/or damage to the Goods lies with Owner upon passage of title, regardless of the location of the Goods, even if the Goods remain in Contractor's control.

6. **Modification:** No modification or changes to any Contract Document shall be binding unless and until Contractor consents to such modification in writing. Contractor may adjust the contract price, payment terms and time for production and shipment in its sole discretion upon any such agreement to modify.

7. **Changed Conditions of Service:** In the case of a Scope of Work for which Services are to be provided, Owner acknowledges that Contractor's proposals, including, but not limited to, the quoted price, and time allowed to finish work, are based on the originally anticipated conditions at the specified work site. Owner further acknowledges and agrees that if Contractor's costs to perform the work outlined in the proposal increase due to Owner's delayed submission of a purchase order, Contractor may unilaterally amend the contract price to reflect such increases. Additionally, Owner shall reimburse Contractor for any increased costs incurred by Contractor due to Owner's delayed submission of the purchase order. For the purposes of this paragraph, "delayed submission of the purchase order" shall be defined as a submission 30 days or longer after Contractor provided its proposal to Owner.

8. **Warranties:** Contractor warrants that all new Goods shipped to Owner shall be free from defects in material and workmanship and conform to the specifications agreed to by the

Parties for a period of 12 months from the date of shipment, or the date specified for shipment, whichever comes earlier. Owner acknowledges that any used Goods are sold AS-IS, and that Contractor specifically disclaims any and all warranties for sales of used Goods. Contractor warrants all Services for 90 days from the date such Services are completed. Any new Goods manufactured or fabricated by Contractor that are installed for Owner by Contractor as part of a given purchase order or other component of the Scope of Work shall be free from defects in material and workmanship and conform to the specifications agreed to by the parties for a period of 12 months from the date installed. Any new Goods installed for Owner by Contractors that were obtained from a third party shall bear the warranty of said third party for the unexpired term of said warranty. All of the above warranties shall be void as to Goods and/or serviced equipment that, upon examination by Contractor, are found to have been (a) mishandled, misused, abused, or damaged by Owner or others, (b) altered from their original state, (c) repaired without Contractor's prior written approval, or (d) stored, installed, operated, or maintained in a manner inconsistent with Contractor's instructions. Owner shall promptly notify Contractor, in writing, of any non-conformance or defects in goods, and provide Contractor a reasonable opportunity to inspect such Goods. Failure to provide such notice within 7 business days shall constitute a waiver of any claim under this or any other warranty. This warranty shall not apply to defects attributable to normal wear and tear. Contractor, at its sole option, may either repair or replace defective Goods. In the case of defective Services, Contractor may re-perform such Services. Such repair, replacement, credit, and/or re-performance by Contractor shall be Owner's sole remedy for defective Goods and/or Services. Under no circumstances is Contractor liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith. Equipment obtained from third parties shall bear the warranty of its manufacturer. The warranty period for repaired or replaced Goods shall be the unexpired portion of the original warranty period. **THESE EXPRESS WARRANTIES, INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN.** IN THE CASE OF GOODS OTHER THAN THOSE OF CONTRACTOR'S OWN MANUFACTURE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED.

9. **Remedies of Owner:** Owner's exclusive remedy is expressly limited, at Contractor's option, to replacement of or repayment of the price paid for the Goods and/or Services with respect to which damages are claimed. Failure by Owner to give notice of claim within 30 days of the date of delivery or provision of Services, or the date fixed for delivery or provision of Services, as the case may be, will constitute a waiver by Owner of all claims of any kind arising as a result of such delivery, non-delivery or late delivery.

10. **Indemnification:** Owner agrees to indemnify, defend, and hold harmless Contractor, its officers, directors, members, managers, employees and agents ("Contractor Group") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of the performance of Owner's purchase order, the performance of the Work hereunder, or otherwise arising under any of the Contract Documents, except to the extent such Claims are caused by the sole, direct gross negligence or willful misconduct of Contractor Group. Owner agrees to indemnify, defend, and hold harmless Contractor Group for any and all Claims, including Claims

asserted by third parties, related to any Goods manufactured or Services performed in whole or in part to Owner's designs or attributed to equipment, information, or materials furnished by Owner to Contractor. Owner further agrees to indemnify Contractor Group for any and all costs, fees or expenses incurred to defend its interests against any such claims, including but not limited to attorneys' fees.

11. **Limitation of Liability:** Any liability for consequential, incidental, or punitive damages arising under any Contract Document or other agreement governed by these Terms and Conditions is expressly disclaimed, and Owner hereby waives any right to claim such damages. Contractor's liability in all events is limited to, and shall not exceed, replacement of the Goods, re-performance of Services, or the contract price paid for such Goods and/or Services.

12. **Cancellation:** In the event that Owner cancels or terminates any sale of Goods or provision of Services under this Agreement other than by reason of a breach by Seller, Owner agrees that it will (a) pay to Seller all of Seller's actual costs and expenses (including, without limitation, materials and labor costs) incurred anticipation of providing such Goods hereunder up to the time of cancellation, and (b) reimburse Contractor for any and all costs incurred by Contractor in its performance of such Services up to the time of cancellation.

13. **Force Majeure:** Any delay or failure of Contractor to perform its obligations under Owner's Order or any other Contract Document shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the control of Contractor, including, but not limited to, acts of God, actions by any governmental authority, terrorism, fire, flood, windstorm, explosion, riot, natural disaster, pandemic or other public health emergency, war, sabotage, labor problem (including strike, lockout, or slowdown), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction. In addition, should Contractor's costs to perform its obligations under a given Purchase Order materially increase due to the factors listed in this paragraph, or any other, Owner shall reimburse Contractor for such increased costs.

14. **Owner's Facility:** Owner shall ensure that its facility, or other specified place to where Goods are to be shipped, shall be prepared to accept, house, or accommodate the Goods at the specified date for delivery. If the said location is not so prepared, Contractor, at its sole discretion, may store the Goods at Owner's expense. Owner shall, in addition, be responsible for all costs and expenses incurred in arranging for such storage including, but not limited to, any additional or increased shipping costs, crane charges, labor and associated expenses. When Contractor is to provide Services to Owner at a specific location, Owner shall ensure that Contractor and/or its employees and agents have access to the specified site on the date that work is to begin. If Contractor and/or its agents are unable to begin work timely due to Owner's failure to provide adequate access to its facilities, Owner shall be responsible for any additional costs caused by Owner's failure to provide adequate access.

15. **Site Work:** During excavation or other work on Owner's premises, Contractor and/or its employees and agents, is not responsible for the costs of removal of any rock, ledge, water, frost or other unusual conditions encountered at the specified work site that require remediation. Contractor, at its option, may elect to remediate the said conditions, in which case Owner shall be responsible for any costs incurred by Contractor in its remediation.

16. **Environmental:** In no event shall it be the responsibility of Contractor to remediate hazardous environmental conditions found on Owner's premises and/or specified work site. In the case such a hazardous condition is found, Contractor will immediately cease work and notify Owner's representative. Contractor shall not recommence work until Owner has provided written proof, to the satisfaction of Contractor, that the hazardous condition has been removed. Should remediation take an unreasonably long period of time, Contractor may cancel Owner's purchase order and/or any of the other Contract Documents without penalty. Contractor assumes no responsibility for environmental conditions (including, but not limited to asbestos) as may be encountered by Contractor or its employees, agents and/or subcontractors. Contractor will immediately cease work and notify Owner's representative if it becomes aware of any environmental conditions during performance of the scope of work. Remediation of any environmental conditions is the sole responsibility of the Owner, does not constitute any part of the Services, and is not included in Contractor's proposal.

17. **Design and Engineering:** Any and all drawings provided by Contractor are the property of Contractor and may not be shared, copied or distributed without the written consent of Contractor.

18. **Severability:** If any term, condition, or provision herein is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. **Waiver; Remedies; Costs:** None of the sections, terms, conditions, or provisions herein shall be waived by any act or knowledge on the part of Contractor, except by written instrument signed by a duly authorized representative of Contractor. The waiver by Contractor of any term, condition, provision, or right hereunder or the failure to enforce at any time any of the Terms and Conditions herein or any other Contract Document, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights, or of any breach or failure of performance of Owner. The remedies herein reserved or created for Contractor shall be cumulative, and additional to any other or further remedies provided at law or in equity. Contractor may remedy any breach of the Terms or Conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach. Owner shall pay all Contractor's costs and expenses, including attorneys' fees, incurred by Contractor in exercising any of its rights or remedies hereunder or enforcing any of the Terms or Conditions hereof.

20. **Assignment:** Neither Party may assign, delegate, sublicense, or transfer, whether by operation of law or otherwise, their obligations or rights hereunder without the other party's written consent and any assignment, delegation, sublicense, or transfer (a) without such written consent is void and of no effect, and (b) if consent is given, shall be binding upon, and insure to the benefit of the successors and assigns of the parties. Notwithstanding any provision of these Terms and Conditions, Contractor may, without Owner's consent, subcontract work to be performed hereunder or assign the Contract Documents to a parent, subsidiary, or affiliate company of Contractor. In addition, without securing such prior consent, Contractor shall have the right to assign the Contract Documents to any successor, by way of merger or consolidation, or the acquisition of substantially all of the entire business and assets of Contractor relating to the subject matter hereof, provided that such successor shall expressly assume all of the assignor's

obligations and liabilities hereunder, and provided further that Contractor shall remain liable and responsible to Owner for the performance and observance of all such obligations.

21. **Applicable Law and Dispute Resolution:** This Contract is made in Indiana and shall be governed by the laws of Indiana without regard to choice of law provisions, and the sole and exclusive jurisdiction and venue for any action arising from, or in any way related to, this Contract shall be the State and Federal Courts located in Marion County, Indiana. Contractor and Owner agree to reimburse the prevailing party for reasonable attorneys' fees and expenses incurred by reason of any suit, action, or proceeding, involving this Contract. None of the Contract Documents or the rights and obligations of Contractor and Owner arising thereunder, will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to any Contract Document, or a breach thereof, including its interpretation, performance, or termination.