

PAGET EQUIPMENT TERMS AND CONDITIONS OF SALE - Version 11.22

1. **Paget Equipment Terms Govern.** These terms and conditions ("**Terms**") shall govern the purchase and sale of goods ("**Goods**") identified in the contract which these Terms are incorporated into (the "**Purchase Order**") from J.B.L. International, Inc., a Wisconsin corporation doing business as Paget Equipment ("**Paget**") and the buyer ("**Buyer**"). These Terms, in conjunction with the Purchase Order signed by the parties and any additional addenda, exhibits or schedules attached thereto, collectively constitute the entire agreement ("**Agreement**") with respect to the Goods. Paget objects to any terms proposed in Buyer's proposal, sales note, Purchase Order or any other acknowledgement which add to, vary from, or conflict with these Terms. Any such proposed terms shall be null and void.

2. **Force Majeure.** Paget shall not be liable for delays in performance or for non-performance due to any act, omissions, cause or circumstances beyond Paget's control including but not limited to: failure or interruption of computer or telecommunication systems, Acts of God, natural disasters, extreme adverse weather conditions, war, terrorism, riots, fire, embargoes, strikes, lockouts, epidemics/pandemics, delay in transportation, and shortage of energy, labor or materials.

3. **Limited Warranty.** Subject to the limitations set out in Section 4, Paget warrants that the Goods will be free from defects in materials or workmanship under normal use and care for a period of one (1) year after shipment by Paget. All Goods supplied under this Agreement shall meet the specification set forth in the Agreement. Buyer's sole remedy under this warranty shall be limited to the repair or replacement by Paget of any part or parts which give rise to the warranty claim during the warranty period. THE EXPRESS WARRANTIES THAT ARE SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY EITHER PARTY, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAGET EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES.

4. **Limitation of Remedy and Liability.** Paget shall not be liable for damages caused by delay in performance. The remedies of Buyer set out in these Terms are exclusive. In no event shall Paget's liability to Buyer and/or its customers exceed the price to Buyer of the specific goods manufactured giving rise to the claim or cause of action. Buyer agrees that in no event shall Paget's liability to Buyer and/or its customers extend to include incidental, consequential or punitive damages. "Consequential damages" include but are not limited to loss of anticipated profits or revenue or use and costs incurred including without limitation for capital, fuel and power and claims of Buyer's customers or end users.

5. **Taxes.** Any tax or governmental charges payable by Paget because of the manufacture, sale or delivery of the Goods, excluding income taxes, shall be the Buyer's responsibility.

6. **Terms of Payment.** Unless otherwise specified in the Agreement, payment terms shall be on a progress payment schedule basis, net 30 days from date of Paget's invoice and made in US currency. If any payment owed to Paget hereunder is not paid when due, it shall bear interest, at a rate of 1.5%, or the maximum rate allowable by law if less, per month from the date on which it is due until it is received. Paget shall have the right, among other remedies and in its sole discretion, either to terminate this Agreement or to suspend performance of further deliveries in the event that Buyer fails to make payment when due. If the Agreement is terminated, payment of overdue amounts shall not reinstate or restart the Agreement without the express written consent of Paget. Buyer shall be liable for all expenses incurred in connection with the collection of past due amounts, including attorneys' fees.

7. **Buyer Supplied Data.** To the extent that Paget has relied upon any data or information supplied by Buyer to Paget ("**Data**") in the selection or design of the Goods and the preparation of Paget's quotation and the Data is inadequate, incomplete, or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

8. **Price.** Buyer acknowledges that the price provided in the Agreement controls over any price provided in quotes and the pricing provided in quotes is subject to change to reflect changes in design, materials, production, and labor costs between the time of the quote and the time the Agreement was entered into.

9. **Changes/Cancellation Charges.** Changes to drawings, specifications, materials, quality requirements, time or method of delivery or shipment, packaging, testing, quantity, and related items must be approved by Paget and such approval may be made conditional upon a price or delivery time change. Buyer may terminate this Agreement, subject

to the terms of this section, at any time by providing written notice to Paget. Buyer acknowledges and agrees that Paget must allocate a portion of its limited production capacity to the performance of this Agreement and that Paget will suffer certain financial losses if Buyer cancels or fails to purchase the Goods ordered by the Buyer. Buyer agrees that it shall be liable for any costs, including materials and labor, incurred by Paget in connection with to this Agreement (collectively the “**Pre-Cancellation Costs**”) made prior to Paget’s actual receipt of the notice of termination of Agreement, plus an additional 20% of the Pre-Cancellation Costs for lost revenue.

10. **Export/Import.** Buyer shall comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the jurisdictions in which Buyer and Paget are established or from which items may be supplied. Any fees, tariffs taxes or other expenses associated with such laws are the sole responsibility of Buyer.

11. **Delivery.** Risk of loss and ownership, subject to lien rights described herein, transfers to Buyer upon pick up. Paget will be responsible for loading Goods into the delivery vehicle, after which Buyer is responsible for all aspects of delivery and installation, including freight costs.

12. **Lien on Goods until Full Payment Complete.** Buyer grants Paget a lien upon and security interest in the Goods as security for the payment of Buyers obligations under the Agreement, including without limitation obligations for indemnity. Paget shall be entitled but not required to record such lien rights without further notice in any appropriate public registration for security interests in order to perfect such interests.

13. **Indemnification.** Buyer agrees to indemnify Paget for, and hold Paget harmless from, any loss or expense that Paget may sustain or incur as a consequence of any claim or injury relating to the Goods that: (a) is the result of Buyers improper maintenance, installation, upkeep or repair of the Goods, (b) is in anyway caused by Buyers employees, agents, principles or guests, (c) occurs following the Limited Warranty Period, or (d) relate to intellectual property claims resulting from Buyer provided designs or instructions of the Goods.

14. **Subcontractors.** Paget may utilize subcontractors to complete the work described in this Agreement. If Paget uses subcontractors, Paget will obtain, prior to delivery to buyer, executed lien waivers from each subcontractor utilized in production of the Goods. Upon written request of Buyer (the “**Subcontractor Review Notice**”), Paget shall promptly provide to Buyer a list of each subcontractor being utilized to complete the Goods and shall thereafter provide notice five (5) days in advance of selecting any subcontractor for work on the Goods. If Buyer has a commercially reasonable objection to the selection of any subcontractor, then Buyer may, within three (3) days of receipt of the notice identifying the subcontractor provide a written objection to Paget which demands that subcontractor not be utilized. If the written objection is not timely provided, Buyer waives the right to object to that subcontractor working on the Goods. If Buyer timely provides the written objection, then Paget shall select an alternate subcontractor and repeat the notice process. Buyer shall be wholly responsible for any delays or increases in costs resulting from their objection to a subcontractor. To avoid doubt, this procedure is not required unless Buyer makes the Subcontractor Review Notice.

15. **Attorney Fees.** In the event that any suit or legal action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

16. **General Provisions.** Buyer shall not assign its rights or obligations under this Agreement without Paget’s prior written consent. There are no understandings, agreements, or representations, express or implied, not specified in the Agreement. Any modification of these Terms or any part of the Agreement must be set out in a written instrument signed by a duly authorized representative of Paget. This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin. Buyer and Paget agree that the proper venue for all actions arising under this Agreement shall be in Wisconsin. The 1980 UN Convention on the Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of this Agreement is invalid under any statute or rule of law, such provision shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. If any provision of these Terms conflict with terms in the Agreement, the provisions of these terms shall control. The Agreement is a product of negotiations between the parties; any ambiguities in the Agreement shall not be construed to benefit any party based on the identity of the drafting party.