Effective September 16, 2026.

TERMS AND CONDITIONS OF SALE

Please read the following Terms and Conditions of Sale ("***Terms***") carefully. These Terms materially affect the parties' obligations. Food Warming Equipment Company, Inc. ("***Seller***") is bargaining for and will do business with Customer (as defined below), as it relates to the matters contained in this Agreement (as defined below), only pursuant to these Terms. Seller's acceptance of orders for the purchase of any goods (the "***Products***") is expressly subject to and conditioned on the person or entity buying the Products directly from Seller ("***Customer***") agreeing to these Terms.

1. CONTRACT FORMATION: All orders for Products are subject to Seller's acceptance of such order at its office. The provisions of any purchase order or other writing inconsistent with these Terms will not constitute a part of the contract of sale. Seller's acceptance of any order for Products is conditional on Customer's agreement to these Terms, which supersede any of Customer's additional, different or inconsistent terms or conditions. Seller's acknowledgement of any order includes, either directly or through incorporation by reference, these Terms. If Seller does not receive written objection to any of these Terms within forty-eight (48) hours after Customer receives the document referencing these Terms from Seller, or if Customer accepts delivery of the Products, whichever occurs first, these Terms shall be deemed accepted by Customer. The failure of Seller to object to provisions contained in any purchase order or communication from Customer shall not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Seller expressly objects to all additional, contradictory or inconsistent terms specified in any other acknowledgement, purchase order, confirmation or other document pertaining to the Products, including without limitation those terms and conditions regarding warranty, liability and indemnity. No online or electronic terms or conditions of Customer will be binding on Seller even though such terms were "accepted" in order to access or use a system. These Terms, together with the email, price quotation, order acknowledgement, or other similar form issued by Seller and referencing or relating to these Terms (together, this "***Agreement***"), are intended by the parties to be the final expression of their agreement and are intended also as a complete and exclusive statement of the terms and conditions of the matters thereof and hereof. Seller reserves the right to update these Terms at any time, at its sole discretion, and any updates become binding upon the date of publishing. For the most current version of these Terms, see our website at [**https://www.fwe.com/terms**]. The parties agree that the URL at which these Terms are accessible may change from time to time, and that any such change will not diminish the applicability of these Terms. Clerical errors in Seller's quotations, pricelists, proposals, order acknowledgements and confirmations, shipping documents, and invoices are subject to correction, and such errors do not relieve Customer of Customer's obligations contained in these Terms.

2. CHANGES; CANCELLATIONS: Requests by Customer for cancellation, termination, modification, suspension, or delay in shipment of Customer's order are subject to acceptance or rejection by Seller in its sole discretion. Such requests will not be accepted on terms that do not fully indemnify and reimburse Seller against any loss associated therewith. Such indemnity must include recovery of all costs incurred, including normal indirect and overhead charges, and a normal profit. Seller generally will not approve any change to an order proposed by Customer less than thirty (30) days prior to shipment, and once any custom or modified products have been scheduled for production, orders cannot be changed or canceled. Seller reserves the right to make safety changes to the Products without Customer approval to address any actual or potential safety defect in any Products or changes in governmental regulations or standards, notwithstanding any previously accepted open purchase orders. Seller shall provide notice to Customer of any material change impacting any previously accepted open purchase orders within a reasonable period of time thereafter. In addition to any remedies that may be provided under these Terms or applicable law, Seller may terminate this Agreement or any order, in whole or in part, without liability and with immediate effect upon notice to Customer for any reason or no reason at all, including without limitation if Customer (a) fails to pay any amount when due under this Agreement or any other orders from Customer, (b) has not otherwise performed or complied with any term of this Agreement or any other orders from Customer, in whole or in part, or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. The termination of this Agreement shall not terminate any indemnification or confidentiality obligation of Customer hereunder.

3. PAYMENT, TERMS AND PRICES: Unless otherwise agreed to in a writing signed by Seller: (a) quoted prices are those in effect at the time of quotation and are based upon delivery in a single lot unless otherwise stated in the written quotation or proposal from Seller; (b) all prices are subject to increases or adjustment at the time of shipment equal to any additional costs incurred by Seller as a result of any changes in laws, regulations or orders (including with respect to tariffs) or based upon increases in raw materials costs based upon any methodology and/or index determined by Seller, and based upon other factors, including without limitation freight charges and surcharges, changes in cost of labor, and force majeure events; and (c) no other terms, rebates, pricing, discounts or cash discounts, including those set forth on any order issued by Customer, will apply or be of any force and effect. Any manufacturer's, retailer's, occupation, use, sales or excise tax, duty, tariff, custom, inspection or testing fee or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by any transaction between Seller and Customer shall be paid by Customer in addition to the contract price as quoted or invoiced unless Seller specifically states in writing that such taxes or charges are included in the contract price. In the event Seller is required to pay any such tax, fee or charge, Customer shall reimburse Seller therefor or, in lieu of such payment, at the time the order is submitted, Customer shall provide Seller an acceptable certificate exempting Seller from any such tax, fee or charge. Invoices are payable in US dollars only. All payments are due in accordance with the payment terms agreed upon in writing between Customer and Seller. If no such payment terms have been agreed upon, all payments are due in full net 30 days from the date of Seller's invoice. Seller reserves the right to require full cash payment in advance or at the time of delivery whenever Seller, in its sole discretion, develops doubt as to Customer's financial responsibility; Seller will not in such event be liable for non-performance. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Customer fails to pay any amounts when due. If Customer requests any additional processing regarding invoices beyond Seller's normal procedures (such as third-party sites, web-based portals, customer-specific processes or other special requests), such requests must be approved in writing by Seller and shall be subject to an additional surcharge as determined by Seller. Notwithstanding anything to the contrary contained in this Agreement, Seller may charge a surcharge to Customer, as determined by Seller in its sole discretion, in connection with any increased costs and other effects in the manufacture and sale of the Products, including without limitation due to tariffs, other governmental actions, labor, and materials (which may be specific to the Products ordered or systematic to Seller). Seller will estimate any applicable surcharge at the time of quotation and/or order acceptance; provided, however, such surcharge shall thereafter be subject to change in Seller's sole discretion, and the final surcharge will be such amount reflected on the final invoice issued to Customer by Seller.

4. ACCEPTANCE OF PRODUCTS: Customer shall promptly inspect all Products upon receipt. All claims for errors or shortages or damaged Products must be made by Customer within ten (10) days after Products are received. Failure to make any such claims within such time is deemed to constitute Customer's irrevocable acceptance of Products. All weights, measurements, dimensions, drawings, specifications and other particulars of the Products, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Customer's guidance. Such particulars do not form part of this Agreement or any other contract, and deviations or subsequent changes are not grounds for nonacceptance of the Products and do not constitute a breach of this Agreement. If Customer believes that any Products are defective, Customer shall notify Seller of the same in writing within ten (10) days of Customer's receipt thereof. Customer shall follow Seller's instructions with respect to any such defective Products, including,

without limitation, making such Products available for Seller's inspection or promptly returning such Products to Seller, at Customer's sole cost and expense. Customer will provide full cooperation and support to Seller in determining the root cause of any alleged defect. If Seller delivers to Customer a quantity of Products of up to 10% more or less than the quantity set forth in the applicable order acknowledgment from Seller, Customer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in these Terms, adjusted pro rata.

5. DELIVERY, TITLE AND RISK OF LOSS: Unless otherwise mutually agreed to by the parties in writing, all shipments are EXW (Incoterms 2020) Seller's dock. All risk of loss shall pass to the Customer at the point of Seller's delivery of the Products to the carrier. Seller will make all commercially reasonable efforts to comply with the Customer's requests as to method of transportation; provided, however, that Seller reserves the right to use an alternate method of transportation if the method specified by the Customer is deemed by Seller to be unavailable or otherwise unsatisfactory. Customer agrees that shipments are to be routed "Best Way". Shipping and delivery dates are estimates only and Seller shall not be held responsible for failure to meet such estimated dates. Title to the Products will remain with Seller until Seller receives full payment therefor. Notwithstanding anything to the contrary in this Agreement, Seller may, upon Customer's request, arrange transportation on Customer's behalf solely as a convenience; and in such case (i) all freight, handling, coordination, and administrative fees incurred by Seller, or charged by Seller for arranging such transportation, will be invoiced to and paid by Customer, and may include related coordination, handling, and administrative charges in addition to the actual freight costs and (ii) additional carrier services requested at the time of delivery may result in additional charges to Customer not reflected in Seller's initial quote, including, without limitation, charges for lift-gate service, appointment delivery, residential delivery, and inside delivery.

6. SECURITY INTEREST: Customer hereby grants to Seller and Seller hereby retains a security interest in all the Products and accessories and additions thereto sold by Seller and held by Customer, wherever located, whether now existing or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Customer shall join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code if requested by Seller and then in a form satisfactory to Seller to evidence and perfect Seller's security interest in the Products. In the event Customer shall be in default under this Agreement, Seller shall have the remedies of a secured party under applicable law, including without limitation the Uniform Commercial Code, and Seller may thereupon enter the premises of Customer and remove the Products and make them available to Seller for repossession. The security interest granted under this Section constitutes a purchase money security interest under applicable law. Customer agrees to pay Seller's attorney's fees and costs incurred by Seller in collecting any amounts due hereunder or in otherwise exercising its rights and remedies hereunder. Seller may set off any amount due Customer, whether or not due under this Agreement, against any amount that may become due to Seller hereunder. Customer may not set off any amount due from Seller, whether or not under these Terms, against any amount due Seller hereunder without Seller's prior written consent.

7. WARRANTY, EXCLUSIVE REMEDY: Seller warrants that the Products during the Warranty Duration will be free from defects in materials and workmanship under normal use and service and when stored, maintained, and installed in strict accordance with factory recommendations. Seller's sole obligation to Customer under this warranty is, at Seller's option, the repair or replacement by Seller or a Seller-authorized service agency of any Product or any part thereof deemed defective upon Seller's examination, for the period of the Warranty Duration. The "Warranty Duration" shall mean the specific periods and coverages set forth below for specific Product components, or, to the extent not listed below, eighteen (18) months from the date of shipment by Seller.

-Two (2) year parts warranty from the date of shipment, except for Products used in a Correctional Environment or Facility, in which case such warranty period shall be one (1) year from the date of shipment.

-Five (5) year parts warranty for Products sold for K-12 school foodservice projects from the date that is thirty (30) days following Seller's invoice for such Products.

-One (1) year labor warranty from the date of shipment, except for Products used in a Correctional Environment or Facility, in which case such warranty period shall be six (6) months from the date of shipment.

Notwithstanding anything herein to the contrary, the limited warranty herein will not cover components in Seller's sole discretion such as, but not limited to, the following: coated incandescent light bulbs, fluorescent lights, heat lamp bulbs, coated halogen light bulbs, halogen heat lamp bulbs, xenon light bulbs, LED light tubes, glass components, and fuses. In addition, notwithstanding anything herein to the contrary, the limited warranty herein applies only to Products installed in the continental United States. Any Products installed outside the continental United States shall carry parts coverage only for a period of twelve (12) months from the date of shipment by Seller or Seller's authorized distributor. Labor costs for Products installed outside the continental United States are excluded from Seller's warranty, but may be reimbursed by Seller from time to time in its sole discretion, and in such case, are subject to Seller's prior written approval.

If Customer fails to register the Products in accordance with Seller's written instructions within thirty (30) days of receipt, the applicable Warranty Duration for such Products shall commence on the date of shipment notwithstanding anything in the limited warranty herein to the contrary. If the defect comes under the terms of the limited warranty, the Products will be repaired or replaced and returned to the Customer and the cost of return freight will be paid by Seller. The remedy of repair or replacement provided for herein is Customer's exclusive remedy. The warranties are void, and Seller has no further liability related to, caused by or arising from, the Products due to (i) normal wear and tear, (ii) inadequate maintenance non-compliant with Seller's written instructions, (iii) improper use or failure to comply with Seller's operating requirements or written instructions, (iv) modification, tampering, or alteration of the Products, (v) improper installation or installation without following the written instructions of Seller, (vi) negligence or misuse, (vii) electric and electronic influences outside of the ordinary course or application of improper voltage, (viii) repairs carried out by any service agency who is not on Seller's list of authorized service agencies, (ix) Customer failing to immediately take all appropriate commercially reasonable steps to attempt to mitigate the damage arising from any Product defect and to enable Seller to immediately remedy such defect, or (x) any other action or inaction by Customer or others that, in Seller's sole judgement, adversely affects the Products.

The warranty expressly provided herein may only be asserted by Customer and may not be asserted by Customer's customers or other users of the Products; provided, however, that if Customer is an authorized equipment dealer of Seller, Customer may assign the warranty herein to Customer's customers, subject to all of the limitations of these Terms, and in such case, the warranty shall be exclusively controlled by Seller in accordance with these Terms.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

In the event of a warranty claim, Customer shall contact Seller to obtain a Warranty Service Authorization (WSA) number prior to any repairs being performed. Credit for Products or parts returned with the prior written permission of Seller will be subject to the terms shown on Seller's material return authorization form.

PRODUCTS OR PARTS RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF SELLER WILL NOT BE ACCEPTED FOR CREDIT. Expenses incurred by Customer in returning, replacing or removing the Products will not be reimbursed by Seller. If service is required during overtime periods, the difference between overtime and standard labor rates shall be paid by Customer. Seller does not assume any responsibility for charges not expressly authorized in writing nor for charges exceeding, in Seller's sole discretion, normal and customary amounts. To the fullest extent permitted by applicable law and notwithstanding anything to the contrary, in no event shall Seller be responsible or liable for any damage, loss, cost, expense, claim, or injury to any person or property arising from, related to, or in connection with any work, services, acts, or omissions of any Seller-approved service agent, including, without limitation, any repairs performed under any limited warranty provided by Seller, regardless of whether Seller pays for or reimburses any portion of such services under its warranty. Customer acknowledges and agrees that Seller-approved service agents are independent third parties and are not agents, employees, contractors, subcontractors, or representatives of Seller. Seller shall not be liable for any delay in any Seller-authorized service agent in performing warranty repairs or replacements.

Products manufactured by a third party ("***Third Party Product***") may constitute, contain, be contained in, incorporated into, attached to, provided in connection with, or packaged together with the Products. Third Party Products are not covered by the limited warranty set forth in this Section. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR 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.

Any claim for breach of the limited warranty set forth herein must be commenced within one (1) year after the cause of action accrues, regardless of when the defect is discovered. Failure to bring any such claim within such one (1) year period shall constitute a complete bar to any such claim and an irrevocable waiver of all rights related thereto. Customer acknowledges and agrees that this limitation period is reasonable and sufficient to allow Customer to investigate and pursue any warranty claim.

8. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, COSTS OF SUBSTITUTE PRODUCTS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO SELLER BY CUSTOMER FOR THE PRODUCTS WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM. THE LIMITATIONS SET FORTH HEREIN REGARDING SELLER'S LIABILITY SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDY SPECIFIED IN SECTION 7. CUSTOMER AGREES THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PRODUCTS OR THIS AGREEMENT MUST BE BROUGHT SOLELY UNDER THE TERMS OF THIS AGREEMENT AND NOT IN TORT OR UNDER ANY OTHER LEGAL THEORY INDEPENDENT OF THIS AGREEMENT.

9. PRODUCT RECALLS: Seller expressly retains the right, in its sole discretion, to order and control any recall, repair, replacement or refund program relating to the Products, including if mandated by an order of a governmental agency to correct a manufacturing defect affecting the safety of the Products sold. In the event a recall, repair, replacement or refund program is required, (a) Customer shall fully cooperate with Seller, at Seller's request, in the implementation and administration of any program of recall, repair, replacement or refund, and (b) Customer shall furnish to Seller such records regarding any program of recall, repair, replacement or refund as Seller shall reasonably request. Subject to the limitations set forth in this Agreement, Seller shall reimburse Customer for the reasonable and documented out-of-pocket costs and expenses incurred by Customer in connection with any such recall, repair, replacement or refund program which is caused by Seller's gross negligence, intentional misconduct, or breach of the limited warranties set forth in these Terms, provided that the Warranty Duration has not yet expired with respect to the affected Products.

Customer shall notify Seller in a timely manner of any condition known to it that may affect the safety of the Products, and Customer shall consult with Seller about any such condition prior to notifying any governmental agency. In no event shall reimbursement under this Section of reasonable and documented out-of-pocket costs include any amounts for lost profits or business goodwill or any other special, consequential, punitive or indirect damages. Nothing in this Agreement shall constitute a waiver or limitation by Seller of any constitutional, statutory, or other right to administrative or judicial review of any request, demand, or order of any governmental agency or body.

10. INDEMNIFICATION: Customer shall indemnify, defend, and hold Seller, its direct and indirect parent and subsidiary entities and other affiliates, and its and their respective directors, officers, employees, representatives, agents, direct and indirect customers and product users, and each of the foregoing's respective successors and assigns, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses, of any kind whatsoever, including all attorneys' fees, directly or indirectly, arising from or relating to any actual or alleged claim whatsoever, including without limitation any claim of infringement of a patent, copyright, trademark, trade secret, or other proprietary right, and claims of product liability, personal injury, property damage, and product defect, which arises out of or is related to Customer's (or its direct or indirect customers') use of the Products, negligence, willful misconduct, violation or breach of any term of this Agreement, fraud, or violation of law, from Customer's specifications for the Products, or from any work or services performed by a Seller-approved service agency, except, in each case, to the extent arising from the gross negligence or willful misconduct of Seller.

11. WORK BY OTHERS; ACCESSORIES AND SAFETY DEVICES: Unless agreed to in writing by Seller, Seller shall have no responsibility for labor or work of any nature relating to the installation and operation or use of the Products, all of which shall be performed by Customer or others. It is the responsibility of Customer to furnish such accessory and safety devices as may be desired by it and/or required by law (including United States Occupational Safety and Health Administration standards) relating to Customer's use of the Products. Customer shall be solely responsible for ascertaining that the Products are installed and operated in accordance with all applicable laws, regulations, rules and ordinances. Customer agrees to cause the Products to be installed in strict accordance with Seller's documentation, if any, and will indemnify and hold harmless Seller, its employees, successors and assigns against any and all damages, demands, suits, causes of action, claims and expenses arising directly or indirectly from Customer's failure to cause the Products to be properly installed, operated or used.

12. INTELLECTUAL PROPERTY DEFENSE: Seller at its own expense will defend and hold Customer harmless from and against all damages, costs and expenses arising from any infringement or misappropriation of any patent, trademark, registered design or other intellectual property rights caused by

Products originally manufactured by Seller, provided such claim does not result from Customer's designs, drawings, samples, specifications or instructions regarding the Products, modification of such Products following shipment by Seller, or combination, operation or use of the Products with devices, products, parts, or software not supplied or manufactured by the Seller; Customer gives Seller immediate notice in writing of any claim or institution or threat of suit; and Customer permits Seller to defend or settle the same, and gives all immediate information, assistance and authority to enable Seller to do so. Customer will defend and hold Seller harmless from and against all damages, costs and expenses whatsoever arising from any claim for infringement or misappropriation of intellectual property rights relating to Seller's compliance with any designs, drawings, samples, specifications or instructions regarding the Products provided by Customer; the modification of the Products following shipment by Seller; or the combination, operation or use of the Products with devices, products, parts, or software not supplied or manufactured by the Seller.

13. INTELLECTUAL PROPERTY OWNERSHIP: Seller shall retain all rights, title and interest in and to any and all patents, copyrights, trademarks and other intellectual property and proprietary rights and the goodwill associated thereby pertaining to the Products, as well as any associated developments Seller creates, realizes or reduces to practice during Seller's fulfillment of an order. Except as otherwise particularly provided, no license, transfer or assignment of proprietary rights shall occur as a result of these Terms or any order. In the event Customer provides any feedback, suggestions, improvements or ideas pertaining to any Products or any other Seller goods or services (collectively, "***Feedback***"), Customer hereby irrevocably and unconditionally assigns to Seller all of Customer's right, title and interest in and to such Feedback, and any intellectual property rights relating thereto. Customer shall not contest, or assist others in contesting, the validity or ownership of Seller's intellectual property.

14. TOOLS: All dies, tools, patterns and the like involved in the manufacture of the Products are and will remain the property of Seller, except that any dies, tools, patterns and the like specifically ordered, separately itemized and solely paid for by Customer ("***Customer Tooling***") will remain the property of Customer. Customer shall pay for or, at Seller's option, reimburse Seller for the cost of replacing any worn-out Customer Tooling or parts thereof. Seller will return any Customer Tooling to Customer upon request after all amounts owed to Seller have been paid in full; provided, however, that if Customer does not request in writing and accept delivery of the Customer Tooling within thirty (30) days following the earlier of (a) the expiration or termination of this Agreement, (b) the conclusion of the project requiring the use of the Customer Tooling, or (c) Seller's written request, then Seller shall thereafter own the Customer Tooling and may use or dispose of the Customer Tooling in Seller's sole discretion, and all of Customer's rights in and to the Customer Tooling shall cease and be of no further effect. Customer is responsible for insuring and replacing all Customer Tooling.

15. INDEPENDENT CONTRACTOR: Seller, its agents and other suppliers shall at all times be independent contractors of Customer, and Customer shall make no express or implied representations to the contrary. Neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

16. COMPLIANCE WITH LAWS: Customer shall comply with all applicable federal, state and local laws, regulations, orders, and ordinances. Customer represents and warrants that Customer is in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("***Economic Sanctions Laws***") against designated countries, entities and persons ("***Embargoed Targets***"). Customer is not an Embargoed Target or subject to any Economic Sanctions Law. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver the Products or any portion of the Products to an Embargoed Target or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

17. CONFIDENTIALITY: Customer agrees that all information furnished hereunder by Seller or any person acting on Seller's behalf, including the pricing of the Products, and all information learned and observed about Seller through the performance of this order is confidential (such information, collectively, "***Confidential Information***"). Customer shall not disclose any Confidential Information to any third party or use such Confidential Information for any purpose other than performing this order without Seller's prior written consent. Customer may not use any Confidential Information (whether or not such Confidential Information has been aggregated, anonymized, de-identified, or otherwise modified) for the purpose of training, fine-tuning, testing, improving, or otherwise developing any artificial intelligence or machine learning system, model, algorithm, or tool, including but not limited to generative AI, natural language processing models, neural networks, predictive analytics, or similar technologies ("***AI Systems***"). Customer shall not input, upload, submit, prompt with, or otherwise disclose any Confidential Information to any AI Systems, whether operated by Customer or any third party, except to the extent expressly approved in advance in writing by Seller and subject to written safeguards reasonably acceptable to Seller that ensure confidentiality, prohibit training or retention, and prevent use of the Confidential Information for any purpose other than the performance of this order. Notwithstanding anything to the contrary, nothing in this Agreement restricts or limits Seller's ability to input any of Customer's information into any AI Systems or otherwise use any AI Systems in the performance of Seller's obligations under this Agreement or in connection with the sale of the Products. Customer shall return to Seller, or destroy, with such destruction certified in writing to Seller, within five (5) days of the earlier of a request from Seller or the termination of this Agreement, all such information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon, in whole or in part, such information. This provision shall survive any termination of these Terms for any reason, and in the event of any breach or threatened breach of this provision, Seller shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the amount or insufficiency of damages.

18. CYBER ATTACK: In the event that Customer or any of its personnel become aware of or suspect a data security breach, an unauthorized access, use, loss, theft, damage or acquisition of Seller's data, or any other event that compromises the security, confidentiality or integrity of Seller's data (an "***Incident***"), Customer shall (a) promptly communicate the nature of the Incident to Seller; (b) assist Seller with mitigating the damages resulting from the Incident; and (c) allow Seller to have sole control over the timing, content, and method of providing notification to the impacted individuals and governmental authorities, if applicable. In addition to any other remedies available to Seller under this Agreement, in law or in equity, for any Incident resulting, in whole or in part, from the acts or omissions of Customer or its personnel, Customer shall: (i) take any corrective actions necessary to remedy the Incident; and (ii) reimburse Seller for its costs and expenses relating to the Incident such as (1) Seller's costs incurred in notifying impacted individuals, governmental authorities, and credit bureaus, (2) Seller's attorneys' fees and public relations' fees incurred in response to the Incident; (3) Seller's costs of obtaining credit monitoring services and identity theft insurance for the benefit of the impacted individuals; (4) call center support to notify impacted individuals; (5) all fines, penalties or charges assessed by any governmental entity; and (6) forensic IT services and e-discovery services used by Seller relating to the Incident, where (1)-(6) are deemed direct damage and are not subject to any caps on liability or exclusion of damages set forth elsewhere in this Agreement or in any other document or agreement (if any).

19. FORCE MAJEURE; EXCUSE FROM PERFORMANCE: Notwithstanding anything to the contrary contained herein, Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any whole or partial failure or delay in fulfilling or performing any term of this Agreement, and Seller may implement price increases due to increased costs, when and to the extent such failure, delay or cost increase is caused by or results from, in whole or in part, acts, events or circumstances beyond Seller's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions (including with respect to tariffs); (e) tariffs, embargoes

or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances (whether or not such events are within the reasonable control of Seller); (h) shortage of adequate power or transportation facilities or raw materials from usual sources (whether or not such events are within the reasonable control of Seller); (i) equipment malfunction or downtime (whether or not within the reasonable control of Seller); (j) unforeseen capacity constraints and/or demand increases; (k) data breaches or cyber-attacks; (l) acts or omissions of Customer; and (m) other events beyond the reasonable control of Seller. If any such event renders Seller's timely delivery or performance of any Product impracticable, at Seller's option, (x) the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay, or (y) Seller will be excused from performance and Customer shall promptly, upon Seller's request, pay Seller for any Products then completed (whether fully or partly completed).

20. CUSTOMER'S ACTS OR OMISSIONS: If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

21. SOLICITATION OF PERSONNEL: For so long as there is any order for Products in effect between Customer and Seller and for twelve (12) months thereafter, Customer agrees that it shall not solicit for employment any employee or contractor of Seller with whom Customer had any contact or who assisted in the provision of any Products to Customer in connection herewith. Seller shall not be restricted from soliciting any employee, contractor or customer of Customer.

22. INSURANCE: During the term of this Agreement and for two (2) years thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect in amounts and types customary in Customer's industry and satisfactory to Seller. All insurance policies must be underwritten by a company with a minimum A.M. Best Rating of A- VII. Certificates evidencing the required coverages must be furnished to Seller prior to the commencement of any work and on an annual basis thereafter, and at any additional times upon Seller's request. Customer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in any of Customer's insurance policies. If Customer fails to maintain the insurance required herein, Seller may, in its sole discretion, purchase such insurance on Customer's behalf and charge back the cost thereof to Customer, with a reasonable markup.

23. NOTICES: Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or, if delivered by hand, when so delivered. Notices to Customer may be delivered by email to any email address used by an employee of Customer in communicating with Seller, and will be deemed given when sent to such email address.

24. DISPUTE RESOLUTION: Any disputes arising out of or in connection with these Terms or any order arising hereunder shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. Any such arbitration shall occur in the State of Wisconsin.

25. GOVERNING LAW: These Terms and any order arising hereunder shall be governed and construed according to the laws of the State of Wisconsin, without regard for its conflict of laws provisions, except that the United Nations Convention on Contracts for the International Sales of Goods shall not apply.

26. COMPLETE AGREEMENT: THE COMPLETE AGREEMENT BETWEEN SELLER AND CUSTOMER IS CONTAINED HEREIN AND NO ADDITIONAL, DIFFERENT, OR INCONSISTENT TERMS OR CONDITIONS STATED BY CUSTOMER SHALL BE BINDING UNLESS OTHERWISE AGREED TO BY SELLER IN A WRITING SIGNED BY SELLER. No course of prior dealing and no usage of trade shall be relevant to supplement or explain any terms used in this Agreement. This Agreement (a) may be modified only in writing by Seller, (b) except pursuant to the express terms of Section 7, may not be assigned or delegated by Customer, in whole or in part, without Seller's prior written consent, and (c) is made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement. The failure of Seller to insist upon a strict performance of any of the terms and conditions stated herein shall not be considered as a continuing waiver of any such term or condition, or any other term or condition, or any of Seller's rights. In addition, if any of the terms of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the remainder of this Agreement and such remainder shall remain in full force and effect. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement. To the extent Customer accesses Seller's website, customer portal, or similar online resources, Customer hereby agrees to Seller's Terms of Use found therein.