

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL - These General Terms and Conditions of Purchase (the “**Terms**”) govern all purchases of goods (the “**Products**”) by Gordon Bullard & Company, LLC and its affiliates (“**Buyer**”) from the manufacturer, vendor or supplier named in Buyer’s purchase order (“**Seller**”). Each purchase order issued by Buyer (the “**Order**”), including any Order stating that it is “Subject to the Terms and Conditions of the Purchase Order issued to Seller” or words of similar effect, incorporates these Terms by reference, and the Order and these Terms together constitute the entire agreement between the parties with respect to the Products. Seller’s acceptance is expressly limited to these Terms. Any additional, different or conflicting terms in Seller’s quotation, acknowledgment, invoice or other document are hereby objected to and rejected and shall not bind Buyer, regardless of Buyer’s acceptance of or payment for the Products. Seller’s acknowledgment of an Order, shipment of any Products, or commencement of performance constitutes acceptance of these Terms. These Terms supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter, except any written supply or distribution agreement signed by Buyer, which shall control in the event of conflict.

2. PRICE - The prices stated in the Order are firm and are inclusive of all packaging, crating, labeling, handling, freight, insurance and delivery charges, and no additional charges of any kind shall be added without Buyer’s prior written consent. No price increase shall apply to any Order unless agreed in writing by Buyer. Seller represents that the prices charged to Buyer are no less favorable than those Seller extends to any other customer for like quantities of similar Products.

3. ORDERS; ACCEPTANCE - Each Order is an offer by Buyer to purchase the Products on these Terms. Seller shall acknowledge each Order in writing within five (5) business days after receipt. If Seller does not reject an Order in writing within such period, or if Seller ships any Products or commences performance, the Order shall be deemed accepted on these Terms.

4. CHANGES; CANCELLATION; RETURNS - Buyer may, by written notice, change the quantities, specifications, delivery schedule or destination of any Order, and any resulting equitable adjustment in price or schedule must be requested by Seller in writing within ten (10) days after such notice or is waived. Buyer may cancel all or any part of an Order for convenience at any time before shipment, in which case Buyer’s sole liability shall be payment for finished Products specially made for Buyer and completed before notice of cancellation, and Buyer shall have no liability for lost profits, unabsorbed overhead or restocking charges. Buyer may cancel any Order without liability if Seller breaches these Terms or the Order. Nonconforming or defective Products may be returned to Seller at Seller’s risk and expense, and Seller shall, at Buyer’s option, promptly replace such Products or refund or credit the full price paid together with all freight and handling costs.

5. SHIPMENT AND RISK OF LOSS - Unless otherwise stated in the Order, shipping terms shall be DDP Buyer’s designated delivery destination (Incoterms® 2020), and risk of loss shall remain with Seller until the Products are delivered to and accepted by Buyer or Buyer’s designee. Delivery dates are:

A) Firm, and time is of the essence for all delivery dates and quantities

specified in the Order.

B) Subject to Seller's obligation to notify Buyer in writing immediately upon becoming aware of any actual or anticipated delay, stating the cause and expected delivery date, in which case Buyer may require Seller to ship by expedited means at Seller's sole cost.

Seller shall be liable for all damages, costs and expenses incurred by Buyer as a result of late, incomplete or nonconforming delivery, including any amounts Buyer becomes obligated to pay its customers. Seller shall not make partial or early shipments without Buyer's prior written consent, and Buyer may return unauthorized shipments at Seller's expense. Seller shall ship in accordance with Buyer's routing instructions and shall include the Order number on all packing lists, bills of lading and invoices.

6. REMEDIES FOR DELAY - If Seller fails to deliver any Products by the specified delivery date, Buyer may, in addition to its other rights and remedies, cancel the Order in whole or in part without liability and purchase substitute products elsewhere, and Seller shall reimburse Buyer for any excess cost of such substitute products and all related expenses.

7. PRODUCTS' FEATURES - Seller shall not change the design, specifications, materials, components, manufacturing process or place of manufacture of any Product without Buyer's prior written consent. Seller shall give Buyer at least one hundred eighty (180) days' prior written notice of any discontinuance of a Product and shall accept last-time-buy orders from Buyer during such period.

8. PACKAGING - Seller shall package, mark and label the Products in accordance with Buyer's instructions and good commercial practice so as to prevent damage in transit, and shall comply with all applicable carrier and legal requirements. Seller shall be responsible for any loss or damage resulting from improper packaging.

9. INSPECTION - All Products are subject to inspection and testing by Buyer within a reasonable time after delivery, and Buyer may reject any Products that are defective or nonconforming. Neither payment, inspection, nor failure to inspect shall constitute acceptance of the Products or a waiver of any of Buyer's rights, including with respect to latent defects. Buyer may inspect Seller's facilities and work in progress upon reasonable notice.

10. TITLE - Title to the Products shall pass to Buyer upon delivery, free and clear of all liens, security interests, claims and encumbrances. Seller warrants that it has good and marketable title to the Products. Any specifications, drawings, tooling, molds or materials furnished or paid for by Buyer shall remain Buyer's property, shall be held by Seller at its risk, shall be used solely for Buyer's Orders, and shall be returned to Buyer upon request.

11. PAYMENT - Payment shall be due sixty (60) days after the later of Buyer's receipt of conforming Products or a correct and complete invoice referencing the Order number. Buyer may withhold payment of any disputed amount pending resolution of the dispute. Buyer may set off against any amount owed to Seller any amount owed by Seller to

Buyer or its affiliates, under the Order or otherwise. No interest or late charges shall be payable by Buyer unless agreed in a writing signed by Buyer.

12. SELLER'S DEFAULT - In addition to any other remedy available to Buyer, if (I) Seller fails to deliver any Products when due, (II) Seller fails to perform any of its obligations under these Terms or the Order, (III) Seller becomes insolvent or bankrupt or a petition for appointment of a receiver is filed by or against Seller, or (IV) Buyer reasonably deems Seller's ability to perform to be insecure and Seller fails to provide adequate written assurance within five (5) days after request, then Buyer may terminate any or all Orders without liability, purchase substitute products elsewhere at Seller's expense, and recover from Seller all resulting damages, costs and expenses, including reasonable attorney's fees.

13. WARRANTY - Seller warrants that all Products shall (a) conform to the Order, the specifications, drawings, samples and descriptions furnished or approved by Buyer, and Seller's published specifications; (b) be new, merchantable, and free from defects in design, materials and workmanship; (c) be fit for the particular purpose for which they are intended, of which Seller has knowledge; (d) comply with all applicable laws, regulations and industry standards; and (e) not infringe any third party's intellectual property rights. These warranties shall continue for twenty-four (24) months after delivery of the Products to Buyer's customer, or Seller's standard warranty period, whichever is longer, and shall survive inspection, acceptance and payment. Seller's warranties shall run to Buyer, its successors and assigns, and Buyer's customers and end users, and Seller acknowledges that Buyer may pass through such warranties to its customers. Seller shall process and resolve warranty claims made by Buyer or Buyer's customers directly and promptly. For any breach of warranty, Seller shall, at Buyer's option, promptly repair or replace the nonconforming Products or refund the price paid, and shall bear all related costs, including removal, reinstallation, inspection, freight and labor.

14. WARRANTIES AND REMEDIES CUMULATIVE. SELLER'S WARRANTIES ARE IN ADDITION TO ALL WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH SELLER DOES NOT DISCLAIM. ANY DISCLAIMER OR LIMITATION OF WARRANTY OR REMEDY CONTAINED IN SELLER'S QUOTATION, ACKNOWLEDGMENT, INVOICE, WARRANTY DOCUMENT OR OTHER DOCUMENT SHALL BE VOID. BUYER'S RIGHTS AND REMEDIES HEREUNDER ARE CUMULATIVE AND IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY.

15. LIMITATION OF BUYER'S LIABILITY. NOTWITHSTANDING ANYTHING IN THE ORDER OR ANY SELLER DOCUMENT TO THE CONTRARY, BUYER'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THESE TERMS, THE ORDER OR THE PRODUCTS, WHETHER BASED UPON TORT, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE UNPAID PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM, AND IN NO EVENT SHALL BUYER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NOTHING IN THESE TERMS SHALL LIMIT SELLER'S LIABILITY TO BUYER.

16. INDEMNITY; INSURANCE - Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and their respective shareholders, members, officers, directors,

managers, employees, agents and customers (the "Buyer Indemnitees") from and against any losses, liabilities, damages, demands, obligations, fines or civil penalties, expenses, costs, and fees (including court costs and reasonable attorney's fees) of any kind and nature whatsoever (collectively, the "**Losses**") imposed on, incurred by or asserted against any Buyer Indemnatee, in any way relating to or arising out of (a) any actual or alleged defect in the design, manufacture, materials or workmanship of the Products; (b) any personal injury, death or property damage arising out of the Products; (c) any product recall or field correction relating to the Products; (d) any claim that the Products infringe any third party's intellectual property rights, except to the extent caused by specifications furnished by Buyer; (e) the negligence or willful misconduct of Seller or its officers, directors, employees, agents or subcontractors; (f) Seller's breach of these Terms or the Order; or (g) Seller's violation of any applicable law. Seller shall maintain, at its expense, commercial general liability insurance, including products and completed operations coverage, with limits of not less than \$[1000,000 USD] per occurrence, naming Buyer as an additional insured, and shall furnish certificates of insurance to Buyer upon request.

17. TRADEMARK; IP - Seller acknowledges Buyer's exclusive right, title and interest in and to Buyer's trademarks and intellectual property, including the trademarks Bullard's Bollards™ and BYIBA™ and the associated logos, which are the sole property of Gordon Bullard & Company, LLC. Seller shall not use Buyer's name or trademarks without Buyer's prior written consent. Seller grants Buyer a non-exclusive, royalty-free license to use Seller's names, trademarks, product images and literature in connection with the marketing, promotion and resale of the Products. All specifications, drawings and designs furnished by Buyer, and any modifications or improvements developed specifically for Buyer, shall be the exclusive property of Buyer.

18. CONFIDENTIALITY - Seller shall maintain as confidential any information furnished or disclosed by Buyer, whether in writing or orally, relating to the business of Buyer, including its customers, customer projects, end users, pricing, drawings, specifications, know-how, financial and marketing information, and these Terms and the Order. Seller shall use at least reasonable care to protect such information, shall use it solely to perform the Orders, and shall disclose it only to its employees having a need to know such information for that purpose. Such obligations shall not extend to information in the public domain through no fault of Seller, or information required to be disclosed by law or court order, provided Seller gives Buyer prompt prior notice. Seller shall not disclose that Buyer is a customer of Seller or contact Buyer's customers regarding the Products without Buyer's prior written consent.

19. FORCE MAJEURE - Neither party shall be liable for delay in performance caused by fire, flood, acts of God, war, terrorism, civil riot, embargoes, or pandemics, to the extent such cause is beyond its reasonable control and could not have been avoided by reasonable precautions, provided that the affected party gives prompt written notice and uses diligent efforts to resume performance. Shortages of materials or labor, labor disputes involving Seller or its suppliers, and changes in market conditions or costs shall not excuse Seller's performance. If any delay in Seller's performance exceeds thirty (30) days, Buyer may cancel the affected Order without liability and purchase substitute products elsewhere.

20. TAXES; DUTY AND PERMITS - Except for sales or use taxes that Seller is legally required to collect and that are separately stated on Seller's invoice, the prices include all taxes, duties, customs fees, tariffs, export and import charges, permit fees, registration and inspection fees. Seller shall be responsible for obtaining all export licenses, permits and certifications required for the Products and shall provide Buyer with all documentation reasonably requested, including country-of-origin certificates.

21. WAIVER; MISCELLANEOUS - The failure of Buyer to enforce at any time any of the provisions of these Terms or the Order shall not be construed to be a waiver of such provisions or of Buyer's right thereafter to enforce them. No modification of these Terms or any Order shall bind Buyer unless set forth in a writing signed by an authorized officer of Buyer. Seller shall not assign or subcontract any Order without Buyer's prior written consent. Seller shall comply with all applicable laws, including export control, anti-corruption, labor and product safety laws. The parties are independent contractors. In the event any provision of these Terms or the Order proves to be invalid or unenforceable, such provision shall be disregarded and the remaining provisions shall remain in full force and effect.

22. GOVERNING LAW; ~~ARBITRATION~~; ATTORNEY FEES - These Terms, the Order, and all claims arising out of or relating to them or the Products are governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute between the parties arising out of these Terms or the Order shall be submitted to final and binding arbitration in the City of Kalamazoo, Michigan under the Commercial Arbitration Rules of the American Arbitration Association then in effect, conducted by one (1) arbitrator in the English language; provided that Buyer may, at its option, bring an action for injunctive relief, recovery of property, or indemnification (including joinder in any third-party action against Buyer) in any court of competent jurisdiction. Any arbitration award rendered shall be binding, final and conclusive upon the parties, and judgment thereon may be entered in any court having jurisdiction. The prevailing party shall be entitled to recover reasonable attorney's fees and costs, including expert witness fees, the fees of the arbitrator, and costs of the arbitration.