

RoMan Manufacturing, Inc.

STANDARD PRODUCT **TERMS AND CONDITIONS OF SALE**

(Version May 2021)

1. **Acceptance.** **Every offer to sell to Customer by RoMan Manufacturing (RM) acceptance of any Customer purchase order for any equipment, accessories, consumables and/or services (the “Goods”) constitutes an offer or acceptance solely on (i) these Terms and Conditions (“T&Cs”), (ii) any supplement terms contained in RM Standard Equipment Sales Agreement for the Goods, and (iii) any conflicting terms contained in RM’s Standard Equipment Sales Agreement (“Sales Agreement”) where the conflict is expressly noted** (such collectively being the “Contract”). The Contract may be modified/supplemented only by an authorized RM officer signed writing and shall not be modified/supplemented by (i) additional, different or inconsistent terms contained in any Customer writing or document, (ii) any affirmation, representation, promise or warranty made by an RM agent, employee or representative (they having no authority to so bind RM), (iii) any RM quote, acknowledgement or other writing or document unless such expressly states it supersedes the Contract and is signed by an authorized RM officer, (iv) any provision of any Customer or third party specifications or standards (even if RM is certified to and/or claims to meet such standards), or (v) any course of performance or usage of trade. **Any Customer additional, different, or conflicting terms in existing or future Customer documents are excluded without need of RM specific objection (this sentence constituting RM’s continuing objection to such terms).** Customer’s ordering of the Goods (by purchase order or otherwise) constitutes Customer acceptance of these T&Cs and excludes all Customer’s conflicting or additional terms.

2. **Quotes, Prices and Payment.** RM quoted prices are valid for 30 days (unless otherwise revoked by RM) and are for only the specific Goods and quantity quoted. Contract prices are in United States dollars and are solely for the Goods, including no other charges of any kind, whether for packing, shipping, delivery, permits, fees, taxes or duties (Customer being solely responsible for providing RM acceptable documentation of any applicable exemptions) or any other expenses, unless provided on the face of the Sales Agreement. RM shall select the shipping carrier and its routing. Any shipping expense RM agrees to pay includes only applicable standard freight rates and are not refundable under any conditions. All RM stated prices and terms are subject to correction for typographical and clerical errors. Payment for the Goods is i) due net 30 days from date of invoice (any prompt payment discount period commencing on RM’s invoice date), special projects (non-standard products) will carry special terms as defined by PO., ii) is not subject to offset, deduction or back charges, and iii) subject to interest when overdue at the Prime Rate of interest (as published in The Wall Street Journal or other source selected by RM) plus six percent (or, if lesser, the highest rate allowed by law). No RM warranty shall apply until Customer has paid in full (but nonpayment shall not toll the one year warranty duration). No amounts due RM may be offset by any amounts owed by RM. RM’s performance is subject to RM’s Credit Department’s continued approval of Customer’s credit and RM may at any time decline delivery/performance except on payment terms (including prepayment) satisfactory in its absolute discretion. Customer shall promptly provide RM all requested financial/credit information.

3. **Title, Risk of Loss, Delivery, and Acceptance.** Title to the Goods shall transfer, free and clear of any claims or encumbrances, only upon Customer’s full irrevocable payment and RM retains the right to remove the Goods at Customer’s expense and risk at any time payment is in default. Shipment of Goods is FOB RM’s dock where risk of loss shifts to Customer (and Customer shall fully insure the Goods from that point and provide RM evidence of insurance upon request). Customer shall be responsible for all delay, detention, storage and other charges resulting from any special delivery requirements or refusal to accept delivery. The stated delivery date for the Goods is an estimate and RM is not responsible for any delays. Acceptance of delivery of the Goods from the shipper constitutes Customer’s acceptance of the Goods (except for RM

provided installation services). Promptly on delivery, Customer shall i) inspect the Goods and report any shipment damage to shipper with notice to RM (Customer is solely responsible for any claim for damage against the shipper), and ii) test the Goods for compliance with the Contract and make all non compliance claims in writing to RM within ten (10) days of delivery. Except as agreed by an authorized RM officer in writing, all sales are final, Goods may not be returned, and Customer may not terminate the Contract for RM's non-compliance. Upon any RM default, Customer shall be limited to the remedies expressed in the Contract.

4. Services. Except as expressly stated in the Contract, Customer is responsible for all costs and legal compliance of assembly and installation (including, without limitation all civil engineering work, foundation, unloading, proper positioning, pre-aligning and anchoring, and connecting all required electrical wiring and utility services). Installation/assembly services are included in the price only if expressly stated in the Contract and if so stated, unless a fixed price is stated, RM will provide service personnel invoiced on an RM standard time charges and material basis (all hourly rates charged for all work, travel and waiting time), due on receipt of invoice. Customer must maintain its premises in a safe condition and comply with all laws governing workplace health and safety. Customer indemnifies and holds RM harmless from and against any injury to, or liability arising from work performed by, RM's service personnel while on Customer's premises (except to the extent caused by gross negligence or willful misconduct of such personnel). Customer shall provide written acceptance for such services but acceptance shall be deemed given if Customer does not provide such within (10) days of installation/assembly completion. Customer must notify RM in writing of any deficiency in the installation/assembly services within that time period or be deemed to have waived such.

5. Warranties and Breach. RM, as its only warranty related to the Goods, warrants solely to Customer (and no other party) that the Goods as shipped to Customer will i) conform to any written specifications for Goods provided by RM to Customer, ii) be free from defects in materials and workmanship, and (iii) as to services, be performed with reasonable skill and care. RM is not responsible for any deficiency in the Goods due to wear and tear, installation/assembly (unless installed/assembled by RM – see “Services” in section 4), improper maintenance, repair or storage, any alteration (which, unless approved by RM in writing, voids all RM warranties), or improper use. **NO OTHER WARRANTY OF ANY KIND IS PROVIDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.** If Customer believes RM breached its warranty, Customer must give RM written notice within three months of delivery of the Goods to Customer and promptly arrange for RM's inspection on site of the Goods. If RM verifies the breach, RM will, at its option and cost, repair or replace the Goods (with Customer responsible for any disassembly and reassembly of any equipment in which the Goods have been installed). **This is Customer's sole remedy for any RM warranty breach. Customer acknowledges this limited warranty and limited remedy was bargained for and reflected in the price of the Goods and that the remedy is adequate under the circumstances.** No RM breach (whether of warranty or otherwise) or for any other action, whether in strict liability, tort or otherwise, shall make RM liable to Customer or any other party for i) anticipated or lost profits, interest, penalties, special, indirect, exemplary, punitive, incidental or consequential damages, or ii) damages exceeding the price paid to RM for the Goods.

6. Use and Indemnity. Customer shall i) comply with all applicable laws relating to the installation and use of the Goods (including, without limitation, all OSHA and other safety requirements) and the production, sales, and use of all products created by or with the Goods; ii) train its employees and require them and all other users of the Goods to comply with all directions contained in any maintenance, safety, operation, and other instruction manuals, safety notices, warnings and other instructions furnished by RM; iii) use reasonable care, all safety equipment, applicable safety guards and safety systems in the set-up, adjustment, operation, maintenance and repair of the Goods and any equipment into which the Goods are installed; iv) not remove or disable or permit removal or disabling of any safety equipment, guards or other safety features or

warning signs from the Goods or equipment into which the Goods are installed; and v) assure that the Goods and equipment into which the Goods are installed are at all time used in compliance with applicable laws, permits and standards. Except to the extent of RM's obligations under Section 5, Customer indemnifies and holds harmless RM from and against all claims, losses and expenses (including consequential and incidental damages and actual attorneys' fees) arising or alleged to arise, in whole or in part, from Customer's and its successors' and customers', and their respective employees' and agents' use of the Goods and of any products made by or with the Goods.

7. Nondisclosure. Customer will have access to certain information (including, without limitation, these T&Cs, pricing of the Goods, and schematics, specifications, capacities and other engineering and technical information related to the Goods) which RM considers confidential and/or proprietary (the "CI"). Customer agrees to, except as required by law, i) keep all CI confidential, ii) use the CI only for its internal business operations, and iii) disclose the CI only to its employees and agents as required for Customer's internal business operations (with Customer responsible for their compliance with this Section).

8. Delay. RM's performance under the Contract may be, at RM's discretion, delayed and/or excused without constituting default under the Contract if due to reasonable delays (including, without limitation, delays to which Customer, when notified, does not object in writing within three business days) and excusable delays (including, without limitation, delays resulting from: accidents; breakdown or equipment or systems; acts of God; strikes; wars; terrorist acts; riots; civil commotions; fires; floods; quarantine restrictions; embargoes; transportation problems; shortage of labor; supplier disruptions; inability to obtain goods at present prices or due to shortages; any existing or future laws, acts, regulations, orders, requests or decrees of any government affecting the conduct of RM's business with which RM, in its discretion, deems it advisable to comply; or any other cause beyond RM's control in the commercially reasonable conduct of its business). If RM despite its commercially reasonable efforts suffers from material or labor shortages, it may allocate its available supply between its customers on such basis as it deems practical without liability under the Contract for any resulting delay or failure to perform.

9. Miscellaneous. A. All right, title and interest in any inventions, processes or other intellectual property conceived or developed in relation to the Goods or the Contract shall be solely owned by RM. B. Notwithstanding any passage of title, RM may at any time claim a Purchase Money Security Interest ("PMSI") under the Uniform Commercial Code in the Goods and proceeds of or derived from the Goods. Customer shall execute all documents (including, without limitation, waivers/consents from landowner(s) and mortgagee(s)) as RM requests and Customer appoints RM attorney in fact to do so should Customer not. Customer shall reimburse RM for all of its expenses and attorney fees incurred in establishing and perfecting such PMSI. C. RM's Contract rights and remedies are not exclusive but are in addition to all other rights and remedies provided by law. RM's failure to exercise any right or remedy will not waive its right to later assert such. No waiver shall bind RM unless in writing signed by it. D. The Contract binds and inures to the benefit of RM and Customer and their respective successors and assigns but i) Customer may not assign (or provide the benefit of) the Contract to any other party without RM's written consent, and ii) RM may delegate its duties, by subcontract or otherwise, and assign its rights under the Contract, in whole or in part, without Customer's consent. E. The Contract was made in, shall be governed by, and shall be interpreted (excluding the application of conflict of laws rules) under the laws of (and any legal disputes resolved in), the State of Michigan (with exclusive jurisdiction and venue to be in the state courts sitting in Grand Rapids, Michigan). The Contract shall not be interpreted against any party as being its drafter. In any litigation involving the Contract or the Goods, the prevailing party shall be awarded its resulting fees (including reasonable attorney fees) and expenses. **RM and Customer each waived any trial by jury.** F. Customer must commence any action against RM within one year after the cause of action accrues.