



Mangrove 3D, LLC Standard Terms and Conditions of Sale

1. Formation of Contract

These Standard Terms and Conditions of Sale (the “Terms”) are the sole terms for the sale of all goods, products, and related services (collectively, the “Products”) by Mangrove 3D, LLC, a Michigan limited liability company (“Seller”), to the purchaser identified in the accompanying sales documentation (“Buyer”), unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer’s order or acknowledgment or otherwise proposed by Buyer. Buyer’s acceptance of them shall be conclusively presumed by Buyer’s signature on this form, by Buyer’s submission of a Purchase Order in response to this document, or by Buyer’s acceptance of delivery of, or payment for, the Products. Any contract made for the sale of any Products by Seller is expressly conditional on Buyer’s assent to these Terms. Seller object to any additional or inconsistent terms proposed by Buyer These Terms, together with any applicable Quotation, Sales Order, invoice, or written agreement issued by Seller and accepted by Buyer, shall be referred to herein as the “Agreement”.

2. Seller Contact Information

Mangrove 3D, LLC
5265 68th Street
Caledonia, MI 49316
Phone: (616) 204-0104
Email: sales@mangrove3d.com

3. Design Modifications & Change Orders

Seller shall have the right, in its sole discretion and without prior notice, to make modifications to product specifications, dimensions, print orientation, slicing methodology, mix design, and other print parameters necessary to meet performance, engineering, production, safety, logistical, or installation requirements, provided they do not materially alter the form, fit, or function of the Product as reasonably intended by Seller at the time of order.

Buyer acknowledges and agrees to the design time allocated in the Agreement. Any additional design services requested or necessitated beyond the original scope shall be subject to a supplemental charge at the Seller’s then-current prevailing design rate, unless otherwise agreed in writing.

Any requested modifications to an order including changes to product specifications, materials, finishes, dimensions, delivery schedule, or scope of work must be submitted in writing and are subject to Seller’s express written approval. If such modifications are requested after production has commenced, they must be documented through a formal written change order signed by both Parties. Buyer acknowledges and agrees that any approved changes may result in additional costs and/or an extension of the delivery timeline. Seller reserves the right to invoice Buyer for all additional charges incurred as a result of approved modifications, including but not



limited to labor, materials, administrative, or scheduling costs. Seller shall not be obligated to proceed with any requested changes until both Parties have signed the change order and agreed upon any applicable terms and pricing adjustments.

4. Customer Responsibilities

Buyer shall provide full and timely cooperation necessary for Seller to fulfill its obligations under this Agreement. This includes promptly reviewing and responding to all design documents, drawings, renderings, submittals, and specifications provided by Seller. Buyer must provide written approval or comments within the timeframe specified by Seller, and any failure to respond may result in delays for which Seller will not be held responsible.

Buyer shall ensure that Seller and its agents have reasonable access to the delivery and/or installation site, including necessary loading zones, pathways, or access points during regular business hours or as otherwise agreed. Buyer shall also ensure that the site is safe and free of hazards and shall provide onsite support (e.g. labor, unloading equipment, or supervision) as needed to receive the Products.

Buyer is solely responsible for the accuracy, completeness, and timely delivery of all project related data and specifications supplied to Seller, including dimensions, tolerances, finishes, installation constraints, and other relevant technical information. Seller shall be entitled to rely on such information without independent verification.

Buyer shall obtain and maintain, at its sole cost and expense, all permits, licenses, variances, or regulatory approvals necessary for the installation and use of the Products, including any zoning, safety, or construction related permissions, unless otherwise agreed in writing.

Buyer shall ensure that the installation site is structurally prepared, clean, and in suitable condition for the receipt and/or installation of the Products, including compliance with any environmental, code, or substrate requirements. Any delays caused by Buyer's failure to ensure site readiness may result in additional charges for storage, rescheduling, labor, or other costs.

Except where Seller has expressly provided stamped engineering for the specific Product, Buyer shall be solely and exclusively responsible for ensuring that the Products, as designed, specified, installed, and used, comply with all applicable federal, state, and local laws, codes, ordinances, regulations, and standards, including but not limited to building codes, fire codes, accessibility requirements under the Americans with Disabilities Act ("ADA"), and any project-specific or jurisdiction-specific compliance requirements.

If Buyer, its contractors, or its agents are responsible for receiving, handling, hoisting, rigging, routing, or final placement of the Products, Buyer shall, at its sole cost and expense, develop and implement all necessary rigging, hoisting, routing, and placement plans, procedures, and safety measures, in compliance with all applicable laws, codes, regulations, and industry safety standards. Buyer shall ensure that all personnel involved in such activities are properly trained, qualified, and equipped, and that all necessary equipment is suitable, certified, and in safe working condition.



Buyer acknowledges and agrees that failure to meet any of the obligations set forth in this Section may result in additional fees, delays in delivery or installation, or changes in project scope, for which Seller shall not be held liable.

5. Order Modifications, Returns & Cancellations

All sales of custom or made-to-order Products ("MTO Products") are final. MTO Products may not be cancelled, returned, or refunded under any circumstances once the order has been accepted by Seller. Buyer acknowledges that MTO Products are manufactured to unique specifications and that Seller incurs significant costs in materials, labor, and scheduling upon acceptance of the order.

Standard (non-MTO) Products may be cancelled by Buyer until the earlier to occur of (a) the thirtieth (30th) calendar day after the date on which Buyer places its order, or (b) the date that the order enters production or shipment processing.

Standard (non-MTO) Products may be returned within fourteen (14) calendar days of delivery. All return requests must be submitted in writing to Seller and must include clear photographic evidence showing the Product's condition at the time of request. All returned Products are subject to a restocking fee equal to twenty-five percent (25%) of the total purchase price. Buyer shall also be responsible for all shipping, handling, and return freight charges. No credit or refund will be issued until the returned Products are received by Seller in original, unused, and resalable condition, as determined in Seller's sole discretion.

6. Prices; Payment Terms

All prices for Products and Services are as specified in the applicable Agreement and are exclusive of any applicable federal, state, local or foreign sales, use, excise, value-added or other similar taxes, duties, levies, tariffs, or charges of any nature (collectively, "Taxes") imposed by any governmental authority in connection with the sale, purchase, delivery or use of the Products provided under this Agreement, unless expressly agreed otherwise by Seller in writing. All Taxes and other charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Seller. Seller shall also have the right to separately bill Buyer, at any time, for any Taxes and charges that are attributable to this sale that the Seller may be required to pay. Buyer shall reimburse Seller on demand for all such amounts. Buyer agrees to indemnify, defend, and hold harmless Seller from and against any liability, interest, penalties, or expenses arising from Buyer's failure to pay applicable Taxes or to provide valid documentation of exemption. For standard Product orders, payment in full is due upon Seller's written acceptance of the order. For MTO Product orders, a non-refundable deposit equal to fifty percent (50%) of the total purchase price is due upon order acceptance. The remaining balance is due in full prior to shipment or delivery of the Products. No custom work on MTO Products will begin, and no Products will ship, until Seller has received the required payment(s) in cleared funds.

Credit card payments are subject to a non-refundable processing fee of 3.1% of the total transaction amount. Seller reserves the right to reject any form of payment at its discretion or to



require payment by wire transfer, certified check, or other secure method in certain circumstances.

Amounts not paid when due shall accrue interest at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law, calculated simple (non-compounding), from the date such payment was due until the date paid in full.

In the event Buyer shall fail to make any payment when due, in addition to any other remedies available under this Agreement or applicable law, Seller may suspend performance, withhold delivery, or pursue legal and/or collection actions, and Buyer shall be responsible for all costs incurred by Seller in the enforcement of its payment rights, including but not limited to attorneys' fees, court costs, third-party collection fees and other related expenses.

Title to and ownership of all Products shall remain with Seller until full payment of the purchase price and all applicable charges have been received by Seller.

7. Security Interest

Buyer hereby grants to Seller a continuing security interest in all Products furnished or to be furnished by Seller to Buyer, together with all parts, attachments, accessories or appurtenances to such Products, all substitutions, improvements and replacements of such Products, all additions to such Products, and all proceeds of such Products and any of the foregoing. The form of such security interest shall be determined by Seller in its sole discretion.

8. Delivery & Shipping

Seller will use commercially reasonable efforts to supply Buyer with Products offered by Seller and ordered by Buyer. If Buyer causes or requests delay in the shipment of Products, Buyer shall pay Seller for all expenses and losses of Seller resulting therefrom. In times of short supply, Seller is entitled to allocate Products among its customers as it determines in its sole discretion to be appropriate under the circumstances. Under no circumstances will Seller be liable for any failure to deliver Products ordered by Buyer that is caused by the lack of availability of necessary raw materials.

Unless otherwise stated in the Agreement: (a) for crated freight shipments, delivery is FOB Seller's facility and risk of loss passes to Buyer upon Seller's tender of the Products to the carrier, and (b) for white-glove delivery, delivery is DAP Buyer's site, and risk of loss passes upon placement at the final location and Buyer's signed delivery acknowledgment. In accordance with the preceding sentence, Seller's facility or Buyer's site, as the case may be, shall be referred to herein as the "Delivery Point".

9. Inspection & Claims

Buyer shall inspect all Products immediately upon delivery at the Delivery Point. Any claims for visible damage, defects, shortages, or nonconforming Products must be made in writing to Seller within forty-eight (48) hours of delivery. Such notice must include a detailed description of the claimed defect or nonconformity and must reference the relevant Sales Order or invoice



number. All visible damage must also be noted on the carrier's bill of lading or delivery receipt at the time of delivery.

In the case of latent defects, those not reasonably discoverable upon delivery, Buyer shall notify Seller in writing within thirty (30) days after discovery, but in no event later than the expiration of the applicable warranty period.

Failure to notify Seller within the prescribed time shall constitute full and final acceptance of the Products and waiver of any claims related to such nonconformity or damage, including any right to reject the Products.

Upon timely and valid notification, Seller shall have the right, in its sole discretion, to inspect the Products and verify the claimed defect or nonconformity, and either replace the affected Products with conforming Products, or issue a credit or refund to Buyer in the amount equal to the purchase price of the affected Products, excluding any taxes, duties, or fees.

Replacement Products shall be delivered subject to the same shipping and delivery terms as the original order.

10. Fees & Additional Charges

Buyer acknowledges and agrees that any Products not picked up or accepted for delivery within ten (10) calendar days following the agreed upon delivery or pickup date shall be subject to a storage fee of ten dollars (\$10.00) per day, per item. Such storage fees shall accrue daily until the Products are retrieved or delivered, and Seller shall have no liability for any resulting delays, deterioration, or damage to the stored Products.

If Buyer fails to take delivery or arrange pickup within thirty (30) days after such date, Seller may, upon no less than ten (10) days' prior written notice, exercise a possessory lien over the Products and, at Seller's option, sell them in a commercially reasonable manner. Proceeds shall first be applied to storage fees, sale expenses, and any other amounts owed by Buyer, with any remainder (if any) remitted to Buyer.

In the event that labor, coordination, or services are requested by Buyer or otherwise required due to project specific conditions outside of Seller's standard operating hours, including nights, weekends, or holidays, such labor will be billed at one and one-half times (1.5x) Seller's standard hourly rate. Overtime labor is subject to availability and must be coordinated in advance with Seller.

All interest on past-due amounts shall be assessed in accordance with Section 6 (Payment Terms).

11. Limited Product Warranty

Seller warrants to the original Buyer that the Products supplied under this Agreement shall be free from material defects in workmanship and materials under normal use and service for a



period of three (3) years from the date of delivery (the “Warranty Period”). This limited Product warranty is expressly contingent upon:

1. Proper installation, handling, storage, and maintenance in strict accordance with Seller’s written instructions, industry standards, and any applicable codes;
2. Use of the Products only in non-structural applications, unless the Products are expressly designated for structural use in the Sales Order and supported by stamped engineering documents provided by Seller; and
3. Absence of any modification, misuse, abuse, alteration, or incorporation into other assemblies contrary to Seller’s guidance.

Any installation, handling, storage, or maintenance contrary to Seller’s instructions, or any use outside the scope described above, shall void this warranty.

This warranty does not cover, and Seller shall have no responsibility or liability for, damage or defects resulting from or related to:

- Improper installation, handling, transportation, or storage;
- Misuse, abuse, alteration, or modification of the Product;
- Exposure to harsh environmental conditions, including freeze/thaw cycles, de-icing salts, or other chemicals;
- Normal wear and tear, including surface crazing, hairline cracking, minor chips, color variations, efflorescence, staining, or other aesthetic characteristics inherent to concrete or caused by environmental factors;
- Acts of God, vandalism, or accident.

Buyer must notify Seller in writing of any claim under this warranty within the Warranty Period and within thirty (30) days of discovery of the alleged defect. Buyer shall provide documentation and allow Seller a reasonable opportunity to inspect the Product.

For B2B transactions, any action for breach of this warranty must be commenced within one (1) year after the cause of action accrues, as permitted by MCL 440.2725.

Seller’s sole and exclusive obligation, and Buyer’s sole and exclusive remedy, under this limited Product warranty shall be, at Seller’s sole discretion, either (a) repair of the defective Product, (b) replacement of the defective Product, or (c) refund of the purchase price paid for the defective Product. Any repaired or replacement Product shall be subject to the original Warranty Period and shall not extend or renew the warranty.

DISCLAIMER OF OTHER WARRANTIES:

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.



Without limiting the effectiveness of the foregoing, unless otherwise agreed by Seller in writing, Seller shall not serve as, nor be deemed to be, the Engineer of Record (“EOR”) for any project incorporating the Products. The Products are provided for architectural, ornamental, or non-load-bearing applications only, and are not intended, designed, or warranted for use as structural or load-bearing elements. Any structural or load-bearing application of the products shall require separate, project-specific engineering design, analysis, and documentation performed and sealed by a duly licensed professional engineer (“PE”) retained by Buyer or Buyer’s client and expressly accepted in writing by Seller. Buyer assumes all responsibility and risk for the use of the Products in any structural or load-bearing capacity without such separate written agreement, and shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to such use.

12. Intellectual Property

All intellectual property rights, including but not limited to copyrights, design rights, trade secrets, proprietary processes, technical data, digital files, CAD models, print parameters, drawings, specifications, and any other proprietary or confidential information or technology developed, created, or used by Seller in connection with the design, production, or delivery of the Products, whether tangible or intangible and whether registered or not, shall remain the sole and exclusive property of Seller.

No rights or licenses are granted to Buyer by implication, estoppel, or otherwise, except for the limited right to use the physical Products as delivered for their intended purpose. Buyer shall not reverse engineer, replicate, copy, distribute, sublicense, publish, or disclose any such intellectual property or related materials to third parties without the prior written consent of Seller.

Any intellectual property, designs, specifications, drawings, or other materials provided by Buyer (“Buyer IP”) shall remain the property of Buyer or its licensors. Buyer hereby grants Seller a non-exclusive, royalty-free license to use, reproduce, modify, and adapt such Buyer IP solely to the extent necessary to manufacture and supply the Products.

If any Product is manufactured to Buyer’s specifications or designs, Buyer represents and warrants that it owns or has the necessary licenses and rights to such specifications or designs and that such use does not violate any law, code, or regulation. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from any third-party claim alleging:

- (a) infringement, misappropriation, or other violation of intellectual property rights; or
- (b) non-compliance with applicable laws, codes, or regulations,

in each case to the extent resulting from Seller’s use of Buyer’s specifications or designs.

Unauthorized use or reproduction of Seller’s intellectual property shall constitute a material breach of this Agreement and may be subject to legal action, including injunctive relief and damages.

13. Marketing & Media Rights

Unless otherwise agreed to in writing, Buyer grants Seller the irrevocable, non-exclusive, royalty-free right to photograph, record, and otherwise capture images, video, or other visual representations of the Product and its installation or use in its final location (collectively, "Media"), subject to the following conditions:

a) Residential Projects and NDA-Covered Projects (Opt-In).

For any project involving a residential property or subject to a nondisclosure agreement, Seller shall not create or use any Media without Buyer's prior written approval. Where approval is granted, Seller shall remove or obscure any addresses, names, identifiable personal details, or other location-specific information unless expressly authorized in writing.

(b) Commercial / B2B Projects (Opt-Out).

For all other projects, Buyer grants Seller the right to use such Media for promotional, advertising, and marketing purposes across all forms of media, including but not limited to the company website and online portfolios, social media platforms, printed marketing materials (e.g., brochures, catalogs), tradeshow displays and presentations, press releases, case studies, and award submissions. Buyer may opt out of such use by notifying Seller in writing prior to or at the time of order. In the absence of such notice, Buyer's acceptance of the order constitutes agreement to these Media rights.

(c) Privacy and Credits.

Seller shall not disclose any confidential or proprietary information belonging to Buyer (such as building plans, client names, or project addresses) without prior written consent. When appropriate, Seller will make reasonable efforts to provide project or design credits, such as naming the Buyer, architect, or design firm involved. Buyer retains all ownership rights to their property and project space; Seller retains ownership of all created Media.

14. Confidentiality

Each party ("Receiving Party") agrees to maintain in strict confidence all non-public, confidential, or proprietary information disclosed by the other party ("Disclosing Party") in connection with this Agreement, whether oral, written, graphic, electronic, or in any other form, and whether marked as confidential or reasonably understood to be confidential by the nature of the information or circumstances of disclosure (collectively, "Confidential Information"). Confidential Information includes, without limitation, business operations, financial data, pricing, technical information, trade secrets, intellectual property, product designs, production methods, customer and supplier information, and any other data disclosed in the course of the business relationship.

The Receiving Party shall not disclose, disseminate, or use any Confidential Information for any purpose other than to fulfill its obligations under this Agreement, and shall restrict disclosure of such information to its employees, officers, agents, and contractors who have a legitimate need to know such information and are bound by confidentiality obligations at least as protective as those set forth herein.



The obligations set forth in this section shall not apply to information that the Receiving Party can demonstrate by written records:

- (a) was in its lawful possession prior to disclosure by the Disclosing Party;
- (b) is or becomes publicly available through no breach of this Agreement;
- (c) is rightfully received from a third party without restriction; or
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

The Receiving Party shall use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care.

Upon termination or completion of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information, including copies thereof, and certify such destruction in writing, except as may be required to comply with applicable law or bona fide recordkeeping policies.

The obligations under this Section shall survive the termination or expiration of this Agreement for a period of five (5) years, or for as long as the Confidential Information remains a trade secret under applicable law, whichever is longer.

15. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Seller, its affiliates, members, directors, officers, employees, agents, or subcontractors be liable to Buyer or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of use, downtime, or damage to goodwill, whether arising out of breach of contract, warranty, tort (including negligence), strict liability, or otherwise, even if Seller has been advised of the possibility of such damages.

Notwithstanding the foregoing, nothing in this Section shall limit or exclude liability for:

- (a) bodily injury or death to the extent caused directly by Seller's gross negligence or willful misconduct; or
- (b) any other liability that cannot be excluded or limited under applicable law.

Seller's total and cumulative liability for any and all claims, losses, or damages arising out of or related to this Agreement, whether in contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise, shall in no event exceed the total amount actually paid by Buyer to Seller under the specific Agreement from which such claim arises.

The remedies set forth in this Agreement shall be Buyer's sole and exclusive remedies for any claims or causes of action arising under or related to the Products or this Agreement.



Buyer acknowledges and agrees that the limitations of liability set forth herein are an essential basis of the bargain and reflect a fair allocation of risk between the parties.

16. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this arbitration provision, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (“AAA”) and conducted in accordance with:

- AAA Commercial Arbitration Rules if Buyer is a business entity purchasing for commercial purposes (B2B); or
- AAA Consumer Arbitration Rules if Buyer is an individual purchasing primarily for personal, family, or household purposes (B2C).

The arbitration shall take place in Kent County, Michigan, and the proceedings shall be conducted in the English language. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties or, if no agreement is reached, appointed in accordance with the AAA Rules. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could award under applicable law, subject to the limitations of liability and other provisions of this Agreement.

Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The costs of arbitration, including the arbitrator’s fees and reasonable attorneys’ fees, shall be borne by the losing party as determined by the arbitrator, unless otherwise agreed by the parties.

The arbitration proceedings, all related materials, and any award shall be maintained as strictly confidential by the parties, except as may be required to enforce an award or as otherwise required by applicable law.

Notwithstanding the foregoing:

(a) either party may bring an individual action in a court of competent jurisdiction for claims that fall within the scope of that court’s small-claims jurisdiction; and

(b) either party may seek injunctive or equitable relief in a court of competent jurisdiction located in Kent County, Michigan, to prevent the unauthorized use or disclosure of its confidential or proprietary information or to enforce intellectual property rights, without the necessity of posting a bond or proving actual damages.

The parties agree to arbitrate solely on an individual basis, and that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any purported class or representative proceeding. The Federal Arbitration Act (FAA) governs the interpretation and enforcement of this Section.

17. Governing Law

This Agreement and any dispute arising out of or related to it shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan, without regard to any choice-of-law or conflict-of-law rules or provisions that would cause the application of the laws of any other jurisdiction.

Subject to the Dispute Resolution provisions set forth in this Agreement, the Parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Kent County, Michigan for the purposes of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each Party hereby waives any objection based on forum non conveniens or any objection to venue in any such court.

The Parties acknowledge that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

18. Compliance with Laws

Buyer represents, warrants, and covenants that it shall comply with all applicable local, state, federal, and international laws, regulations, ordinances, and codes in connection with the purchase, handling, installation, use, resale, and/or distribution of the Products, including, but not limited to, all applicable environmental, health, safety, building, and labor laws.

For shipments of Products to California, Buyer acknowledges that the Products may be subject to the requirements of California Proposition 65 and agrees that, where applicable, the Products will be labeled or accompanied by a warning substantially in the following form:

WARNING: This product can expose you to chemicals, including [name of chemical(s)], which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

Buyer further agrees to comply with all applicable U.S. export control, sanctions, and antiboycott laws and regulations, including those administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS) and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Buyer shall not directly or indirectly export, re-export, transfer, or otherwise make available the Products to any country, entity, or person prohibited by such laws without first obtaining any required governmental authorization.

Buyer shall be solely responsible for obtaining and maintaining any and all necessary permits, licenses, certifications, inspections, or approvals required by any governmental or regulatory authority for the lawful receipt, installation, use, or resale of the Products. Seller shall have no responsibility or liability for Buyer's failure to secure or comply with such requirements.

Buyer further agrees to indemnify, defend, and hold Seller harmless from and against any and all claims, penalties, fines, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Buyer's noncompliance with applicable laws, regulations, or permitting obligations.

19. Termination

Seller reserves the right to terminate this Agreement, in whole or in part, with immediate effect upon written notice to Buyer if Buyer: (a) fails to make any payment when due and such failure continues for five (5) business days after Seller provides Buyer with written notice thereof; (b) breaches or otherwise fails to perform any other material obligation under this Agreement and such breach is not cured within ten (10) business days after written notice from Seller; (c) becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or is otherwise unable to meet its financial obligations in the ordinary course of business; or (d) engages in any unlawful or improper use, reproduction, or disclosure of Seller's intellectual property or confidential information.

In the event of termination or suspension for any of the foregoing causes, all amounts then owing by Buyer to Seller under this Agreement or any outstanding Sales Order, including amounts not yet due, shall become immediately due and payable, and Seller may withhold delivery of any Products until such amounts are paid in full.

Buyer acknowledges and agrees that MTO Products may not be terminated for convenience by Buyer under any circumstances once production has commenced. Upon termination, Seller shall have no further obligation to deliver any Products, and Buyer shall remain liable for all amounts due and payable to Seller through the effective date of termination, including any accrued storage fees, cancellation fees, or work-in-progress charges. In the event of termination for cause by Seller, Seller shall be entitled to recover, in addition to any unpaid balance, all costs and expenses incurred in connection with the enforcement of its rights under this Agreement, including reasonable attorneys' fees.

Termination under this Section shall be without prejudice to any other rights or remedies Seller may have under this Agreement or applicable law.

20. Force Majeure

Seller shall not be liable for, nor deemed to be in default of, any delay or failure in performance under this Agreement to the extent such delay or failure is caused by or results from events or circumstances beyond Seller's reasonable control, including but not limited to acts of God, natural disasters (including floods, fires, earthquakes, or storms), pandemic or epidemic outbreaks, labor strikes or lockouts, transportation or supply chain disruptions, shortage of materials, utility or power outages, war (declared or undeclared), terrorism, cyberattacks, governmental actions, orders, or regulations, or any other cause beyond Seller's reasonable control (each a "Force Majeure Event").

In the event of shortages or limited supply arising from a Force Majeure Event, Seller shall have the right, in its sole discretion, to allocate available inventory and production capacity among its customers, internal needs, and affiliates in a manner it deems fair and commercially reasonable, without liability for failure to deliver in full to Buyer.

If performance is delayed but can reasonably be resumed following the end of a Force Majeure Event, and the costs of raw materials, labor, freight, or other inputs necessary for performance



have materially increased beyond normal market fluctuations, Seller may adjust the pricing of the affected Products or Services to reflect such extraordinary cost increases, upon reasonable documentation and written notice to Buyer. Buyer may elect to proceed at the adjusted price or cancel the affected portion of the order without further liability (other than payment for goods already delivered or work performed).

Seller shall use commercially reasonable efforts to notify Buyer of the existence and expected duration of the Force Majeure Event as soon as practicable. Performance obligations shall be extended for a period equal to the duration of the Force Majeure Event plus a reasonable recovery period. If the Force Majeure Event continues for a period exceeding sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party, without further liability, except for obligations that accrued prior to the Force Majeure Event.

Nothing in this Section shall excuse Buyer's obligation to make timely payments for Products that have been shipped or delivered.

21. Errors and Omissions

Seller makes every effort to ensure the accuracy of its quotations, Sales Orders, invoices, product descriptions, technical specifications, and promotional materials. However, Seller reserves the right to correct any clerical, typographical, or administrative errors or omissions therein without liability and without prior notice to Buyer. Such corrections may include, but are not limited to, inaccuracies in pricing, product specifications, descriptions, or availability.

In the event of a material error affecting the terms of sale or delivery of Products, Seller shall notify Buyer as soon as reasonably practicable and provide an updated document reflecting the corrected information. If the correction materially alters the Buyer's expectations or obligations, Buyer may elect to cancel the affected portion of the order within five (5) business days of receiving notice of the correction, with a refund of any amounts paid for unshipped or undelivered Products. Continued performance or failure to cancel within such period shall constitute acceptance of the correction.

Nothing in this section shall be construed to waive or limit Seller's rights under applicable law to revise, modify, or clarify any quotation, invoice, or other sales documentation due to mistake or misrepresentation.

22. General

a. Setoff. Seller has the right to deductions or setoffs of any sums due to Seller from Buyer (whether or not arising from this agreement) against any sums due to Buyer from Seller (whether or not arising from this agreement).

b. Assignment. Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent. Seller may assign to any third party its rights and obligations with respect to Buyer.



c. Entire Agreement and Amendment. This Agreement contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by this document may be amended only by a writing signed by Buyer and an officer of Seller.