

These terms and conditions of purchase (“Terms”) constitute all of the terms and conditions upon which Sur-Seal, LLC its affiliates and subsidiaries (collectively “Sur-Seal” or “Buyer”) will purchase products, components, materials, and/or goods (collectively “Goods”) from suppliers, vendors distributors or others providing Goods to Sur-Seal (collectively “Seller”). No modification or variation in these Terms, irrespective of any wording in Seller documentation or Seller invoice, are binding without Buyer’s prior consent in a signed writing. “Order” shall mean and refer to any Buyer purchase order, scheduling agreement and/or delivery schedule provided to Seller. Acceptance is expressly limited to Buyer’s Order and these Terms, and no additional or different terms or conditions proposed by Seller shall constitute part of the agreement, all of which Buyer expressly objects to. Buyer shall not be deemed to waive these Terms or permit additional or different terms to modify it if it fails to otherwise object to Seller’s documents. Buyer’s Terms, whether provided in a quote or Order, or otherwise available on Buyer’s website, and the Order constitute the entire agreement between Buyer and Seller with respect to the Goods, unless a supply or master services agreement exists between Buyer and Seller. In the event of material differences with the Terms, the supply or master services agreement shall control. Seller shall not rely on any other representation, promise, understanding, or agreement, express or implied, other than as set forth herein. Terms are also available on www.sur-seal.com/about/

Seller shall accept or reject each Order issued by Buyer within three days of issue. In the event that Seller does not accept or reject within this period, or provides any Goods pursuant to an Order, the Order is deemed accepted. Seller lead times shall be based upon when it accepts or is deemed to accept an Order. Seller shall not assign any Order or interest therein or payment due or to become due to it without Buyer’s prior consent in a signed writing. Forecasts are not an authorization to buy materials, perform work, or produce finished parts unless in accordance with an accepted purchase order. All Sur-Seal forecasts are made in good faith based upon various criteria and needs and are for internal purposes. Forecasting may not be provided for all parts. Forecasts are non-binding and for informational purposes only.

All Goods shall be suitably packed, marked and shipped in accordance with requirements of common carriers, in a manner to secure lowest transportation costs, unless otherwise specified in an Order. Buyer will not be responsible for charges for boxing, packing, cartage, or other similar charges unless in an Order. Sales, excise, use, value add, gross receipts, or similar taxes, costs of transportation, tariffs, duties, and packaging costs, whether for sale or delivery, are included in the price of the Goods set forth on Orders or shall otherwise be paid by Seller. Buyer’s Order number and each individual part number must be plainly marked on all invoices, packages, packing slips included with material, shipping documents and correspondence. A separate invoice shall be issued for each shipment. Invoices shall not be issued prior to shipment of Goods. All invoiced amounts are due net 60, unless other terms have been agreed upon in writing and shall be calculated from date of receipt of Goods at final destination and correct invoice. Seller may withhold orders if Buyer fails to timely pay any invoice properly submitted. Shipping instructions shall be strictly adhered to when specified and additional costs resulting from deviation paid or reimbursed by Seller. All shipping and delivery dates are binding upon Seller, time being of the essence with respect to these Terms. Seller shall follow all delivery schedules provided by Buyer and shall not make deliveries later or earlier than dates set forth therein. If Goods are shipped in advance of delivery dates, Buyer may return them at Seller’s expense and they will be reshipped upon Buyer’s instruction. Seller shall immediately notify Buyer if unable to meet delivery requirements. If it appears Seller will not meet the specified date, Seller shall, if requested by Buyer, ship via air freight or other expedited routing to avoid or minimize delay to the maximum extent possible, and the added cost shall be paid by Seller. Acceptance by Buyer in whole or part of a late delivery shall not constitute a waiver of Buyer’s claim for any damages that the late delivery may have caused. Shipments must equal exact quantities set forth in Orders, and over and under shipments may be refused by Buyer at Seller’s expense. Seller may not consolidate shipments, make partial shipments, substitute Goods or change any Goods design, composition or materials absent Buyer’s consent in a signed writing. Notwithstanding these Terms, in the event of Seller’s breach

Buyer may obtain all remedies, legal or equitable as provided under law, all of which are cumulative.

Prices include tooling unless otherwise agreed upon in a signed writing. Title to and ownership of tooling (including dies, molds, jigs, tools, etc.) shall be and remain with Sur-Seal. Seller is responsible for tooling maintenance at its expense. Buyer may by written notice make changes to any Order including: (1) drawings, designs and specifications, (2) method of shipment; (3) place of delivery; (4) quantity; and (5) reasonable changes to delivery schedule. Seller shall proceed immediately to perform the Order as so changed. If such change causes an increase or decrease in total cost or performance time, Seller shall contact Buyer and negotiate an appropriate resolution prior to performing the change. Buyer may at any time terminate any Order in whole or part for convenience upon written notice to Seller. Seller shall then cease work and deliver all finished Goods as Buyer directs. Any failure by Seller to perform its obligations under any Order in whole or part shall be grounds for Buyer to cancel any Order or portion thereof. Upon termination for cause, Seller shall not be entitled to any compensation pursuant to such termination, except for finished Goods delivered to Buyer prior to such termination. Buyer reserves the right to terminate any Order if Seller ceases to carry on business, is insolvent or subject to bankruptcy or similar proceeding.

Seller expressly warrants that the Goods will be merchantable and free from defects in material and workmanship, conform to the specifications, drawings, samples, intended use or other descriptions furnished or specified by Buyer, or agreed to in writing, and fit and serviceable for the purposes for which used or specified. Such warranties together with all other warranties and guarantees of Seller shall run in favor of Buyer and its customers. Seller shall comply with all applicable federal, state, provincial, regional, and local laws, rules, and regulations, including without limitation U.S. export control laws, OFAC regulations, and environmental laws (collectively the “Laws”). Seller shall indemnify and hold harmless Buyer, its employees, officers, and agents from and against any and all costs, expenses, including reasonable attorney fees, damages, losses, and penalties attributable to Seller’s violation of applicable Laws. Seller shall further indemnify and hold harmless Buyer, its employees, officers, and agents from and against any and all costs, expenses, including reasonable attorney fees, damages, losses, and penalties attributable to claims for infringement, patent or trademark violation, intellectual property violation, misappropriation, and injury, damage or harm, arising from or related to any Goods, its use or misuse. Seller shall promptly repair or replace any nonconforming Goods, without cost to Buyer, for twenty four months from date of delivery to Buyer. Buyer shall have no liability whatsoever with respect to any claim for damage, loss, bodily injury or harm, arising from or related to manufacture or distribution of Goods. Seller’s manufacture of Goods is at its sole and exclusive risk. Seller’s warranty is transferrable. Seller may not discontinue the manufacture of any Goods absent Buyer’s prior consent in a signed writing.

Ohio law governs these Terms and the parties’ transactions, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto. Any dispute regarding the Goods or these Terms or related thereto shall only occur in the state and federal courts in Hamilton County, Ohio, and Buyer and Seller agree to the exclusive jurisdiction and venue of all such courts.

All Goods will be subject to test and inspection by Buyer or its designee at destination. Buyer shall make any claim for defect or mis-delivery of Goods within a reasonable period after delivery of Goods. Acceptance shall not affect any warranty claims. Seller will replace defective Goods free of charge, including transportation and installation charges and costs. In lieu of replacement, Seller may refund the defective Goods purchase price, at Buyer’s sole discretion. If Goods are defective or mis-delivered, Buyer may also take any one or more of the following actions: (1) reject or hold for a reasonable time awaiting Seller’s shipping instructions; (2) return to Seller for full credit of order price, including transportation costs in and out; (3) require Seller at Seller’s expense to replace rejected items at Order unit price; (4) consider the Order breached as to the rejected quantity, and hold Seller liable for breach; or (5) rework the Goods to make them acceptable at Seller’s cost. Payment for Goods prior to final



SUR-SEAL LLC TERMS AND CONDITIONS OF PURCHASE
(REV. JUNE 27TH, 2024)

DOCUMENT NUMBER : SSSO-001

inspection shall not be deemed acceptance. Seller is solely responsible for all risk or loss incurred during shipment, and Buyer has no responsibility for loss, damage or breakage in transit. All such claims shall be solely resolved between Seller and carriers conducting the transportation, and Seller shall look exclusively to carriers for such claims. Seller should obtain insurance covering loss during transportation of Goods in the event that carrier cannot fully satisfy Seller's loss.

A failure to exercise any right provided by these Terms shall not be deemed a waiver unless in a signed writing. No waiver shall be construed as continuing. Buyer may assign any Order without Seller's consent. The invalidity, in whole or in part, of any provision of these Terms or of any Order will not affect the remainder of the Order or Terms. Under such circumstances, a suitable and equitable provision will be substituted for such provision in order to carry out the intent and purpose of these Terms and Order, including the invalid or unenforceable provision. The Terms shall survive termination, cancellation or expiration of the contract or any accepted order. Clerical or typographical errors in any Order shall not be binding upon Buyer and are subject to Buyer modification and correction. Emails exchanged between the Parties with signature blocks shall not constitute a signed writing.