



SUR-SEAL LLC TERMS AND CONDITIONS
(REV. September 3, 2025)

These terms and conditions (the “Terms”) constitute all of the terms and conditions upon which Sur-Seal, LLC its affiliates and subsidiaries (collectively “Sur-Seal” or “Seller”) will sell products, components, materials, and/or goods (collectively “Goods”) to Buyer. No modification or variation in these Terms, irrespective of any wording in Buyer’s offer, acceptance or other documentation, are binding unless otherwise agreed in a writing signed by Sur-Seal. Unless withdrawn, Seller’s quote is valid for 30 days, and may be accepted by Buyer’s communication, issuance of a purchase order, order of Goods, or acceptance of Goods irrespective of acceptance date. Acceptance is expressly limited to Seller’s Terms, and no additional or different terms or conditions proposed by Buyer shall constitute part of the agreement, all of which Seller expressly objects to. Seller shall not be deemed to waive these Terms or permit additional or different terms to modify it if it fails to otherwise object to Buyer’s documents. Seller’s Terms, whether provided in a quote, in acceptance of a purchase order, or as part of an invoice 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. Buyer 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/privacy-policy-terms-and-conditions/. Stenographical and clerical errors in any Seller document are subject to correction.

Purchase orders provided to Seller must contain the following information: (1) legal bill to name and address; (2) unit or lot price; (3) box/unit quantity; (4) ship to or clearinghouse address for foreign shipments; (5) any extra charges including but not limited to freight, tariffs, line set up or break down fees, expedite fees, quoted tooling, and other fees; and (6) any part revision level indicating the number of times a part drawing or specification has been changed. Purchase orders that do not contain this information shall not be deemed accepted by Seller. Seller lead times shall be based upon when it receives a purchase order with all required information correctly provided. Lead times only apply when Buyer is current on all payment obligations to Seller. Seller reserves the right to ship and invoice 10% more or less than the quantity specified. .

All Goods shall be provided Ex Works Sur-Seal’s facility. Unless otherwise set forth on Seller’s website, quote, or invoice, sales, excise, use, value add, gross receipts, or similar taxes, costs of transportation, tariffs, duties, and packaging costs, or other charges which Seller may be required to pay to any governmental or regulatory body, whether for sale or delivery, are in addition to the quoted price and shall be paid by Buyer. Quote prices are binding for that quote only, and prices may be modified in the event of Seller cost increases. All invoiced amounts are due net 30 unless other terms are negotiated and agreed to in writing. Seller may require advanced payments or progress payments. Interest accrues on past due invoices at 18% per annum from delivery date until paid in full. Seller may withhold orders if Buyer

fails to timely pay or is placed on a credit hold. Buyer shall pay all court costs, attorneys’ fees, and other costs incurred by Sur-Seal collecting any amounts past due, irrespective of whether a lawsuit is filed. All shipping and delivery dates are approximate and not binding on Seller. Seller is not liable for any damages for failing to ship or deliver, unless caused by Seller’s gross negligence or willful misconduct. Seller may consolidate shipments, make partial shipments, and substitute Goods of equal quality unless otherwise agreed in a signed writing. Notwithstanding this Agreement, in the event of Buyer’s breach, Seller may obtain all other remedies, legal or equitable as provided under law.

Prices include tooling unless otherwise quoted. The tooling price represents only part of the tooling’s cost. Title to and ownership of tooling (including dies, molds, jigs, tools, etc.) remains with Sur-Seal. Seller is responsible for tooling maintenance at its expense. When tooling achieves its useful production life expectancy as determined by Seller, Buyer is responsible for all costs associated with replacement tooling. If Seller does not receive an order from Buyer within twenty-four months utilizing tooling, Seller may obsolete such tooling and remove, use, or deploy it, at Seller’s sole discretion, without notice to Buyer. New or additional parts may require additional tooling charges, which shall be paid by Buyer.

Seller warrants to Buyer that the Goods will conform to Buyer’s written specifications that Seller has accepted in writing and will be manufactured in accordance with such specifications, subject to standard industry tolerances, for a period of twelve months from shipment, provided the Goods are stored per Seller’s guidelines or recommendations. Seller expressly disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. Seller’s material or design recommendations to Buyer are for informational purposes only. Buyer shall independently test and verify all Seller recommendations and unilaterally determines feasibility. Seller makes no warranty, express or implied, with respect to any recommendation. Goods may be utilized in inherently dangerous applications that cause damage, bodily injury or harm, including but not limited to dismemberment or death. Seller shall have no liability whatsoever with respect to any claim for damage, loss, bodily injury or harm, arising from or related to any Goods. Buyer’s use of Goods is at its sole and exclusive risk. Buyer indemnifies and holds Seller, its employees, officers, and agents, harmless from all claims for damage, loss, infringement, patent or trademark violation, intellectual property claim, misappropriation, and any or all injury, damage or harm, arising from or related to any Goods, its use or misuse, including litigation costs and reasonable attorneys’ fees. Seller may obtain payment for indemnification upon request. Seller’s warranty is not transferrable. Seller makes no warranty with respect to materials or components made by other individuals or entities. Seller’s warranty shall not apply to ordinary wear and tear.

Any samples, prototypes, or parts or components not in regular production (collectively “Samples”) provided by Seller are solely for development purposes, contain Seller’s confidential information, and shall not be used by Buyer other than in the course of business with Seller. Seller makes no representation or

warranty concerning Samples, and all representations or warranties are expressly disclaimed. Samples are not eligible for returns absent Seller prior approval.

Orders accepted by Seller are not subject to changes or cancellation by Buyer, except with Seller's consent, which shall be at Seller's sole discretion. If the Goods are manufactured especially for Buyer and such change or cancellation is made, Buyer shall purchase all completed Goods at full price and all Goods in process at cost plus a pro-rata profit and Buyer shall reimburse Seller for any loss on materials purchased for filling the order.

Seller reserves the right to discontinue the manufacture of any Goods upon sixty days advance written notice to Buyer. For any Goods not sold for a period of twelve months, Seller may require an engineering change notice to be issued prior to manufacture or sale. Goods unsold after twenty-four months shall be obsoleted upon notice to Buyer, including inventory, raw materials, and tooling. Buyer is responsible for all costs associated with such obsolescence, and shall purchase all raw material, work in progress, inventory, and tooling not otherwise saleable in Seller's business at the time of obsolescence.

Seller's total liability to Buyer for all purposes, whether based on contract, strict liability, or tort, is limited to the subject Goods purchase price. Seller shall not be liable for any other damages of any kind, however characterized, including, but not limited to, indirect, special, incidental or consequential damages, damages for non-delivery or delay, lost revenue or profits, installation costs, costs of effecting cover, goodwill, punitive or exemplary damages, or any other damage, loss, or expense claimed to result for the purchase or use of any Goods. Buyer has no right to set-off or deduction. Ohio law governs these Terms and the parties' transactions. Any dispute regarding the Goods or these Terms or related thereto shall occur only 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.

Buyer must make any claim for defect or mis-delivery of Goods in a signed writing provided to Seller within forty-five days of the subject Goods' delivery. If Buyer fails to so notify Seller, the Goods are accepted. Acceptance shall not affect any warranty claims. No shipments may be returned without Seller's prior approval, which may be withheld in Seller's sole discretion. Returns may be subject to a 25% restocking fee. Seller will replace defective Goods free of charge, excluding transportation and installation charges and costs. Defective Goods shall not include any Goods subject to any problem or deficiency in design. In lieu of replacement, Seller may refund the purchase price or a portion thereof, at Seller's sole discretion. Buyer is solely responsible for all risk or loss incurred during shipment, and Seller has no responsibility for loss, damage or breakage in transit. All such claims shall be solely resolved between Buyer and carriers, and Buyer shall look exclusively to carriers for such claims. Buyer should obtain insurance covering loss during transportation of Goods in the event that carrier cannot fully satisfy Buyer's loss.

Seller reserves the right to cancel or modify any order without liability in the event of fire, flood, accident, strike, disease, war, sabotage, labor shortage, inability to obtain raw materials, equipment or transportation or other condition beyond Seller's control, including, but not limited, acts of God or government. Either Party's 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. No order may be assigned by Buyer without Seller's written consent. The invalidity, in whole or in part, of any provision of these Terms or of any quote, will not affect the remainder of the quote 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 quote, 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 quote or invoice shall not be binding upon Seller and are subject to Seller modification and correction. Emails exchanged between the Parties with signature blocks shall not constitute a signed writing.

The information contained herein or identified pursuant hereto may be controlled by the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and may not be exported or disclosed to a foreign person, whether in the United States or abroad, without prior U.S. Government written approval. If applicable the Buyer shall comply with ITAR §122.1, Registration Requirements. If applicable, this sale, order or quote may include munitions list items (MLI) or commerce controlled listed items (CCLI). MLI and CCLI property is controlled by the U.S. Government and in many cases cannot be transferred, exported, sold or given to a foreign country, a non-U.S. citizen or national, or non-permanent U.S. resident without a valid State or Commerce Department export authorization. It is Buyer's responsibility to determine what the applicable requirements may be and to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, Order, or quote is subject to the provisions of law referenced in end-use certificate DLA Form 1822, Dec. 2001, including, but not limited to, the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979, 50 USC App. 2401 et seq.) as contained under the Executive Order 12924; ITAR (22 CFR 120 et seq.); and the Espionage Act (18 USC 793 et seq.).

It is Buyer's responsibility to comply with California's Proposition 65 law (Cal. Health & Safety Code §25429.5 et seq.) and implementing regulations when Buyer sells the Goods subject to these Terms and Conditions to California customers, which requires the provision of a clear and reasonable warning to such customers prior to exposing them to products contained listed chemicals known to cause cancer or reproductive harm. Buyer will indemnify and hold Seller harmless from any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney's fees, litigation, and defense costs) related to any Proposition 65 claims related to the Goods subject to these Terms.