



Terms and Conditions of Sale

Unless otherwise specifically provided by separate written agreement signed by BPR/RICO Manufacturing, Inc. ("Supplier" or "RICO"), these Terms and Conditions of Sale, including any Exhibits ("Terms"), together with the conditions contained in any Supplier Quotation constitute the entire agreement between Supplier and Customer as to this order to sell goods or services (the "Products"). Customer will be deemed to have assented to the Terms upon (i) written acceptance of any quotation from SUPPLIER, or (ii) issuance of a purchase order in response to any quotation from Supplier, or (iii) acceptance of any portion of the Products delivered by Supplier.

The acceptance of any purchase order by Supplier is expressly conditioned upon Customer's agreement to these Terms. If Customer objects to any of the Terms, Customer must set forth each objection in a separate writing signed and dated by Customer and delivered to Supplier prior to or contemporaneous with Customer's purchase order or other form of acceptance. Customer's issuance of a purchase order or any other documentation which purports to reject some or all of the Terms or which includes language or terms contrary or additional to the Terms shall not constitute sufficient objection. Any objections to which Supplier does not agree in writing shall be deemed rejected and shall not become a part of the parties' agreement. Suppliers' failure to object to provisions in any purchase order or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not constitute a waiver of these Terms, nor an acceptance by SUPPLIER of any such provisions. No course of dealing, custom or usage, which is contrary to these Terms, shall apply.

Now therefore, in consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.

2. Orders. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3 Surcharge. Supplier may in its discretion accept or decline orders.

(a) Order for Lease. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.

(b) Order Cancellation for Convenience. Once an order is accepted by Supplier, the order may not be canceled, reduced, changed or suspended by Customer without Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such cancellation or modification, Customer shall be required to pay an amount equal to all of the Supplier's cost and expenses incurred as of the date of cancellation plus an additional thirty percent (30%).

(c) Order Cancellation Due to Surcharge. If Supplier applies a surcharge to an order as set forth in Section 3, the Customer may cancel the order within 10 business days of having been notified of the surcharge, without penalty, and return any down payment paid by Customer.



- (d) **Order Cancellation by Supplier.** Products are subject to availability. Supplier may cancel any order or any part of an order at any time and without penalty, and Supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, Supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.
- (e) **Order Cancellation for Insolvency.** Either party may cancel an order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

3. Surcharge. Any order that has an estimated delivery date greater than six (6) months may be subject to a surcharge only if (i) Supplier, or third-party vendor, increases its price by more than 5% and (ii) such increase occurs within the first twelve (12) weeks of Supplier's order acknowledgement. The surcharge, if any, shall be calculated as follows:

- (a) **Product Surcharge.** The product surcharge amount, if any, shall be the amount by which the price increase exceeds 5%. The Customer, in its sole discretion, may cancel the order in writing, within 10 business days of the written surcharge notification from Supplier, without penalty as outlined in Section 2 (c).
- (b) **Third-Party Vendor Surcharge.** To the extent third-party vendors of batteries, chargers, attachments, or other accessories with separate, or optional, line items in the proposal increase its prices by more than 5%, the Supplier reserves the right to increase the price for those items proportionately. The Customer, in its sole discretion, may cancel the accessory, or optional line item supplied by the third-party vendor, in writing, within 10 business days of the written surcharge notification from Supplier, without penalty.

4. Payments. Unless otherwise specified in writing by Supplier, a 35% non-refundable deposit is required with the order. The remaining balance is due prior to shipment unless Customer has furnished sufficient information to enable Supplier to extend payment terms. Customer shall pay all applicable sales tax, including without limitation, applicable G.S.T/H.S.T. and provincial sales taxes, installation and freight charges. If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify Supplier prior to relocation of any product in which Supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect Supplier's security interest in the products. Customer authorizes Supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.

5. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.

6. Warranty. Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by Supplier



in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of Supplier, any and all warranties shall immediately cease and terminate.

7. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

8. Product Returns. Products shall not be returned to Supplier without its written consent. All costs of return shall be the responsibility of Customer.

9. Data Sharing. Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

10. Applicable Law. For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and any action or claim arising out of or relating to this agreement in Canada may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

11. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

12. Anti-Bribery and International Trade. (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business ((collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the



Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

13. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for Supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning Supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of Supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

14. Assignment. Neither party may assign this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.

15. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

16. Supplier's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

17. Notices. Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 691 West Liberty, Medina, OH 44256.

18. Originals. The parties agree that for any transactions subject to this agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically, and any document created under this agreement may be maintained in an electronic document storage system, a copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this agreement, or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

19. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

20. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.

Preliminary Drawings – Exhibit A

A1. Preliminary Drawings.

Preliminary drawings are interpretations of the Customers intended operating environment for the Product as depicted within Customer communications or as directed by Customer to Supplier (“Preliminary Drawings”). The Customer is responsible for notifying Supplier in writing any severe or extreme characteristics of the environment, or operator visibility requirements, in which the equipment will be operated which could affect the operation or durability of the Product. VERIFYING OPERATING CONDITIONS TO SUPPLIER-GENERATED PRELIMINARY DRAWINGS IS THE RESPONSIBILITY OF THE CUSTOMER. Approval of the Preliminary Drawings indicates that the preliminary design conforms to the customer’s general dimensional, performance, and control requirements. Supplier shall not be liable for rework, damages, back-charges or schedule delays due to incorrect Preliminary Drawings.

A2. Preliminary Drawing are Optional. Supplier will submit to Customer a Preliminary Drawing only if (i) the Customer selects the Preliminary Drawing price option or (ii) in such instances where, in Supplier’s judgment it is deemed prudent, the Supplier requires Preliminary Drawings. Approval of this drawing is one of the conditions precedent to commencement of manufacturing.

A3. Critical Return Date. Customer shall either accept or reject Preliminary Drawings in writing within ten (10) business days from the date they are submitted for review by Supplier. If Customer’s response is received after this critical return date:

- (i) Supplier reserves the right to apply a surcharge of \$200 for each business day, not including federal holidays, the Preliminary Drawing is late.
- (ii) Supplier reserves the right to delay scheduling since processing of the order cannot commence until Customer’s approval is received.

A4. Copyrights. Supplier reserves all copyright rights in any Preliminary Drawings. Preliminary Drawings are submitted to Customer solely for consideration and in confidence, remain Supplier property subject to recall by us and are not to be published, reproduced, copied in whole or in part, loaned or otherwise communicated to any third party without our prior written permission.