

STANDARD TERMS AND CONDITIONS SALES AND SERVICE

All offers and quotations provided by Vendor for Goods and Services remain open for acceptance for 30 days from issuance unless otherwise stated in writing. After this period, Vendor reserves the right to modify or withdraw the offer or quotation in its sole discretion. Customer's issuance of a purchase order ("PO") will operate as its acceptance of these Standard Terms and Conditions ("Terms"). Vendor's acceptance of Customer's PO is expressly made conditional on Customer's assent to these Terms. Any terms or conditions contained in Customer's purchase order or other documents that are inconsistent with or in addition to these Terms are hereby rejected and shall be of no force or effect, unless expressly agreed to in writing by Vendor. Commencement of performance or shipment shall not be construed as acceptance of any of Customer's terms or conditions which are inconsistent with or additional to the Terms. In the event of any conflict between these Terms and those of any purchase order or other document submitted by Customer, these Terms shall control.

"Agreement" shall mean and include: (i) these Terms, and (ii) any mutually agreed commercial terms including, without limitation, price, quantity, and delivery date as set forth in Vendor's quotation, acknowledgment, or confirmation of Customer's PO. "Services" include all services provided by Vendor to Customer and may include design, fabrication, installation, maintenance, or repair services. "Goods" include any products sold to Customer by Vendor and may include, without limitation, equipment, vehicles, machinery, parts, attachments, or any other items.

1. **Prices.** The prices set forth herein are exclusive of all tariffs, customs duties, import and export fees, levies, assessments, and any other charges imposed by governmental authorities, domestic or foreign. Responsibility for the payment of any such charges shall rest solely with Buyer. These charges are subject to fluctuation and may be amended at any time without prior notice. Seller shall not be held liable for any changes to such charges occurring after the date hereof. Prices and tax rates in effect at delivery will govern.

2. **Charges.** Customer's total amount due may include various itemized charges, including, but not limited to, charges for: (a) hazardous materials handling and compliance with laws and regulations, (b) handling, delivery, and shipping, (c) disposal of materials and waste, (d) energy, fuel or other supplies, (e) Vendor's estimated Oregon Corporate Activity Tax, or (f) service vehicle operation and maintenance. When required by law, fees imposed by governmental authorities will be collected by Vendor and paid to the appropriate government agency. Other charges, including tax recovery, are retained by Vendor. Charges help cover expenses incurred in providing Goods or Services and may not reflect actual expenses incurred. If Customer has questions about charges, please contact customer service. A minimum administrative charge of \$5 applies to all orders.

3. **Payment.** Unless otherwise stated, all prices are payable in U.S. dollars. Payment is due 30 days from the date of Vendor's invoice. Late payments will accrue interest equal to the lesser of 1.5% per month or the maximum interest rate permissible under applicable law. Customer will reimburse Vendor for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. Until funds are available to Vendor, checks or promissory notes, if accepted by Vendor, serve only as evidence of debt, not payment. Vendor reserves the right to require credit approval before extending credit terms, regardless of any previous credit history with Customer. If shipment or delivery is delayed by Customer, Customer is responsible for (a) all fees associated with any delay, such as storage fees of up to \$250 per day, and (b) payment remains due within 30 days after the date of Vendor's invoice. A \$25.00 fee applies for any check returned unpaid.

4. **Order Changes and Cancellation.** Customer may not change or cancel an order for whole goods within 150 days of the scheduled initial manufacturing date of the Goods. Customer may change or cancel an order for whole goods within 20 days of receipt of such order by Vendor, provided that Vendor has not incurred any nonrecoverable expenses on account of such order (in which case such expenses will be reimbursable by Customer to Vendor). If Customer cancels an order for Goods after such 20-day period, a 20% restocking fee will apply.

5. **Parts Return.** Vendor will not accept return of parts unless in original packaging and accompanied by an invoice. Parts must be returned within 60 days of purchase and will incur a 20% restocking fee. No returns of custom ordered or non-stock parts will be accepted.

6. **Termination.** In addition to any remedies that may be provided under these Terms, Vendor may terminate this Agreement with immediate effect upon written notice to Customer if Customer: (a) fails to pay any amount when due under this Agreement, (b) has not otherwise performed or complied with any terms of this Agreement or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7. **Title.** Title to the Goods sold will remain in Vendor until all amounts owed by and indebtedness of Customer related to such Goods has been fully paid. In the event of attachment or execution being levied against the Goods, or any payment default by Customer in payments due to Vendor, Vendor may, in addition to all other rights and remedies available to it, seize the Goods and all payments made up until the date of such repossession will be considered rent for the Goods.

8. **Transportation.** Unless otherwise specified in the Applicable Commercial Terms, prices quoted and transportation provided for Goods are FOB (shipment by waterway) or EXW (shipment by any mode), in each case to the delivery point designated in writing by Vendor, Incoterms 2020®. If no delivery point is designated in writing by Vendor, the delivery point for new Goods will be considered the location of manufacture and the delivery point for all other Goods will be considered the location at which the PO is accepted. When Vendor provides transportation for Goods, the price charged will be adjusted to reflect the transportation rates charged by the applicable freight carrier at the time of shipment, even if such rates differ from those quoted by Vendor.

9. **Delivery.** Stated delivery or performance dates are estimates only, and Vendor is not responsible for delivery or performance delays, regardless of the cause. Delivery periods or dates are projected from the date of receipt of a PO by Vendor. If Goods are to be manufactured specifically by Vendor or another supplier to fill a particular PO, delivery periods will be projected from the date Customer approves final manufacturing information from Vendor, including blueprints, specifications, and any other information Vendor deems necessary for production.

10. **Claims.** Vendor's responsibility for the Goods ceases, and Customer bears all risk of loss upon delivery to the first carrier for shipment, even if delivery occurs prior to the arrival of the Goods at the delivery point designated pursuant to these Terms. All claims for damaged deliveries or non-delivery must be made by Customer or its consignee to the carrier. Customer must report shortages of Goods or Services in writing within 15 days of receipt or the claim is waived. Unless a different claim period is authorized by Vendor in writing, any other claims against Vendor must be made within 30 days after the date of invoice. Customer has one year from the accrual of any cause of action to commence legal action arising from the purchase or use of any Goods or Services performed, or Customer will be barred forever.

11. **Services.** Vendor personnel performing the Services are Vendor's employees and Vendor assumes all responsibility for their compensation, benefits and employment-related insurance and taxes. Services may be subcontracted to or performed by third parties on behalf of Vendor. Customer grants Vendor and its agents permission to operate equipment as needed to perform the Services. If Services are provided at a Vendor facility: (a) Customer must pay reasonable storage fees for equipment not removed from Vendor's facility within 10 days of Vendor's request and (b) Vendor is not responsible for loss or damage to Goods as a result of fire, theft or any other cause.

12. **Warranties.** Any warranties for Goods supplied under this Agreement are given solely by the manufacturer; Vendor provides no warranty for Goods sold. Copies of a manufacturer's warranty, if any, for Goods sold can be obtained from Vendor's store from which the Goods were purchased. Vendor warrants the Services to be free from defects in workmanship for a period of 30 days from the date the Services were

completed. If a defect in workmanship is found within 30 days, Vendor will correct the defect at its chosen location during normal working hours at no cost to Customer. Vendor's warranty for Services does not extend to any defect, claim, or damage attributable to the failure of Customer or any third party to operate or maintain equipment in accordance with any Vendor recommendation or manufacturer specifications. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, VENDOR MAKES NO WARRANTY WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

13. **Limitation of Liability.** VENDOR IS NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES OR LOST PROFITS OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages arise from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory, and whether the affected party was warned about the possibility of such damage.

14. **Force Majeure.** Vendor is not liable for delays or non-performance due to circumstances beyond its reasonable control including but not limited to acts of God, natural disasters, war, terrorism, labor disputes or disruptions, pandemics or epidemics, governmental actions, supply chain disruptions, material shortages, or substantially increased supply prices, tariffs or freight rates. In the event of such a delay, Vendor may, in its sole discretion, extend performance timelines, allocate available Goods or Services among its customers, or cancel affected orders without liability. Customer waives any claims arising from such delays or non-performance.

15. **Abandoned Equipment.** If Customer delivers any equipment to Vendor for inspection or repair, it will remove such items from Vendor's property within 30 days of Vendor's request. Any equipment not promptly picked up by Customer will be subject to sale or disposal by Vendor. Vendor will remit the sale proceeds (if any) to Customer less all storage fees, freight costs, costs of sale, commissions, and a 20% surcharge. If the equipment is not saleable, Customer will reimburse Vendor for all fees and charges associated with disposal.

16. **IP Indemnification.** With respect to Goods or components manufactured based on designs supplied by Customer, Customer will indemnify and hold harmless Vendor and its suppliers and their directors, officers, agents, employees, successors, and assigns from all claims, demands, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees), fines, or penalties arising from actual or alleged infringement of any patent, trademark or other intellectual property rights related to the manufacture or sale of such Goods.

17. **Taxes.** All prices exclude all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer is responsible for all such charges, costs, and taxes; provided, that, Customer will not be responsible for any taxes imposed on, or with respect to, Vendor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

18. **Governing Law; Jurisdiction.** This Agreement will be governed by the laws of the State of Oregon, without giving effect to any conflict of law provisions thereof or to the United Nations Convention on Contracts for the International Sales of Goods. Any legal proceeding will be instituted in a court of competent jurisdiction in the county of Vendor's principal office and Customer irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding. Both parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any right to trial by jury in any legal proceeding arising out of or relating to this Agreement. Customer waives any right to object to the jurisdiction specified herein. To the extent applicable to Customer, Customer hereby waives sovereign immunity in any dispute between Vendor and Customer.

19. **Attorneys' Fees.** If a suit or action is brought against a party relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

20. **Assignment.** Vendor may assign the right to any payments owed

under this Agreement. Upon notice, Customer will make payment as directed by Vendor. Customer may not assign this Agreement, whether voluntarily or by operation of law, without Vendor's prior written consent.

21. **Waivers.** Except as otherwise provided herein, no failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the party granting the waiver.

22. **Severability.** If any provision of this Agreement is found unenforceable or invalid, the remaining provisions will remain in full force and effect.

23. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof. No other promises, terms, warranties, conditions, guarantees, or obligations, express or implied, will be binding on either party.