

IDEAL PRODUCTS OF AMERICA Holdings, LLC
TERMS AND CONDITIONS OF SALE

1. **Applicability.** These terms and conditions of sale (these “**Terms**”) apply to all sales of goods (the “**Goods**”) by **Ideal Products of America Holdings, LLC** (“**Seller**”) to the entity identified as customer/buyer/purchaser (the “**Buyer**”) in any request for quotation, quotation or purchase order (collectively the “**PO**”) submitted to Seller. Seller will confirm the terms of each sale to Buyer in writing by a sales order acknowledgement (“**Acknowledgement**”). These Terms apply to each purchase of Goods by Buyer. Each PO for Goods, as confirmed by an Acknowledgement, and these Terms form the entire agreement between Seller and Buyer (collectively, the “**Agreement**”) with respect to such purchase. Any additional or differing terms or conditions, or revised pricing, on the face or reverse side of any PO, or other ordering document shall not become part of this Agreement and are hereby expressly rejected, absent Seller’s express written agreement to such additional or differing terms in a separate writing. No course of prior dealings and no usage of trade will be relevant to determine the meaning of the Agreement. Price quotations are valid for 30 days, unless otherwise noted by the Seller. Unless otherwise stated herein, Buyer’s receipt of any portion of the Goods shall be deemed its unqualified acceptance of the Agreement, unless Buyer immediately returns all such Goods.

2. **Prices/Taxes.** Buyer shall purchase from Seller the Goods at the price set forth in the PO as confirmed by the Acknowledgement. Seller shall add, as a separate line item on its invoice, all excise, privilege, occupation, sales, personal property and other tax (whether federal, state or local) applicable to the sale, purchase, storage, use, transportation, delivery or ownership of the Goods, which Seller is obligated to pay or collect. Buyer shall pay all such amounts, whether or not such amounts were included in Seller’s price quotation.

3. **Payment.**

(a) With Seller approved credit, Buyer shall pay to Seller all amounts owed under this Agreement within 30 days from the date of Seller’s invoice. In the absence of approved credit, payment in full is due prior to delivery, except with respect to cut and rolled items, custom fabrication items, or special-order items, for which payment in full is due with the delivery of the PO. Buyer shall tender all payments due to Seller by wire transfer or check drawn on a US bank. All amounts referenced in any PO or Acknowledgment (or this Agreement) are noted in US dollars and Buyer shall make all payments in US dollars.

(b) To evaluate Buyer’s financial condition, from time to time, Seller may request Buyer provide a completed credit application and/or other relevant bank and financial information. If Seller determines that Buyer’s financial condition warrants different payment terms than provided in these Terms, Seller shall so advise Buyer before it accepts any PO. At any time, and in its sole discretion, Seller may request additional financial information and/or security and/or to modify and adjust the manner and terms of payment. Whenever Seller reasonably deems itself insecure, Seller may cancel any outstanding POs or pending deliveries of Goods or withhold or revoke any extension of credit and require payment in full prior to delivery.

(c) All bank-processing fees associated with payments sent by wire-transfer will be charged to Buyer. Buyer shall pay a service charge of **\$50.00** for each returned check. Buyer shall pay interest on all late payments at the lesser of **1.5% per month** or the highest rate permitted under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amount when due under this Agreement and such failure continues for five (5) days, Seller shall be entitled to: (i) suspend each pending shipment of Goods; and/or (ii) suspend production of each pending PO; and/or (iii) decline to accept any additional PO.

4. **Cancellations.** Once Seller delivers the Acknowledgment, POs generally cannot be cancelled. From time to time upon request of Buyer, Seller, in its sole discretion, by written consent, may agree to cancel a PO. If Seller agrees, Buyer shall reimburse Seller for all reasonable costs incurred to the date of the cancellation, including a 25% restocking fee. Orders for cut and rolled items, custom fabrication items, and special-order items may not be cancelled.

5. **Delivery, Title and Risk of loss.** All delivery dates noted in any Acknowledgement are estimates only, and are subject, among other things, to availability of the Goods and other external conditions. Unless otherwise agreed in writing, Seller shall deliver the Goods at the Seller facility set forth on the Acknowledgement (the “**Delivery Point**”) using Seller’s standard methods of packaging. Delivery shall be made F.O.B (PA U.C.C.) at the Delivery Point. Freight charges are quoted collect, or prepaid and added to the invoice(s). All freight charges provided by Seller prior to shipment are estimates only. Buyer shall pay the actual freight charges, notwithstanding any such prior estimate by Seller. If any price quotation is indicated to include estimates of freight charges, such charges are based on shipping the Goods in using Seller’s standard methods with its preferred carrier. If Buyer requests other arrangements, Buyer shall reimburse Seller for all charges incurred by Seller in satisfying such requests. Title and risk of loss will pass to Buyer upon delivery of the Goods at the Delivery Point. Buyer assumes the risk of damage or loss to the Goods once they are delivered to the carrier at the Delivery Point.

6. **Shortages or Delivery of Improper Goods.** Buyer shall check Goods upon unloading. Seller will not recognize any claims for shortages or delivery of improper Goods unless, **within seven (7)** days of unloading, Seller receives at its office in Malvern, PA, written notice and photographs specifying the nature and extent of the shortage or improper Goods. Buyer must obtain a Return Goods Authorization Number if Buyer requests a return of any Goods. Buyer shall retain all such Goods until

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Seller has completed its investigation of Buyer's claims and/or inspection of the Goods. Buyer shall be responsible for the cost of packing and shipping Goods for return to Seller. Please check with Seller to determine which common carrier should be used to return material. Seller will not accept returns of cut and rolled items, custom fabrication items or special-order items. Seller shall not provide any credit for unauthorized returns or Goods returned in a non-sellable condition.

Contact USAsales@idealproducts.ca for goods return authorization or HQ Location at 3239 Phoenixville Pike Bldg#3 Malvern PA 19355

7. LIMITED WARRANTY.

(a) Subject to the provisions of **Section 8** below, for *sixty (60) days after delivery* (the "Warranty Period"), Seller warrants that the Goods, at the time of delivery, shall: (i) be free and clear of all liens; (ii) conform to the description of the Goods as set forth in the applicable Seller Product Data Sheets; and (iii) be free from defects in material or workmanship (collectively, the "**Limited Warranty**"). The Limited Warranty does not extend to: (i) any Goods subject to misuse, damage in transit, accident, negligence, alteration or repair; (ii) any Goods not properly handled or not installed in compliance with recommended practices or codes; or (iii) any claim regarding the finish or appearance of any Goods. In addition, the Limited Warranty expressly excludes costs of removal or reinstallation of any allegedly Defective Goods, as defined below.

(b) **EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.**

(c) As used in this Agreement, the term "**Defective Goods**" means Goods, which do not conform to the Limited Warranty. Prior to the expiration of Warranty Period, Buyer shall provide to Seller at its office in Malvern, PA written notice and photographs specifying the alleged defect in the Goods. Buyer shall retain all allegedly Defective Goods until Seller has completed its investigation of Buyer's claims and/or inspection. The failure of Buyer timely to notify Seller of any allegedly Defective Goods as set forth herein shall be deemed a waiver of Buyer's right to assert a claim with respect to any Defective Goods.

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(d) If Seller, in its sole discretion, deems any Goods to be Defective Goods, Seller, at its sole option, shall either repair or replace such Goods. If Seller elects to replace the Goods, replacement will be delivered F.O.B. (PA U.C.C.) at a Seller facility with freight prepaid to the Buyer location as set forth in the original Acknowledgement. If, however, Seller's investigation reveals, to its reasonable satisfaction, that the Goods are not Defective Goods, it shall so notify Buyer in writing.

(e) Buyer acknowledges and agrees that the remedies set forth in this **Section 7** are Buyer's exclusive remedies for Defective Goods. If Buyer chooses to offer a warranty to its customers which is different than the Limited Warranty, Buyer acknowledges that it does so at its own risk and assumes all liability that may arise.

8. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, WHETHER ARISING OUT OF A CLAIM OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, AND REGARDLESS OF: (a) WHETHER SUCH DAMAGES WERE FORESEEABLE; (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (c) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE GOODS SOLD UNDER THE AGREEMENT.

9. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. Termination. In addition to any remedies that may be provided under this Agreement, Seller may terminate a PO with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any requirement of this Agreement, in whole or in part; 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.

11. Force Majeure. Seller shall not be liable to Buyer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any of the terms of the Agreement when and to the extent such failure or delay

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is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, travel restrictions, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms.

13. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. **Waiver.** The failure of Seller to enforce any of the provisions of the Agreement, or to require at any time performance by the Buyer of any of its provisions, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, any part hereof or the right of Seller party subsequently to enforce each and every provision of this Agreement.

15. **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

16. **Governing Law; Venue.** These Terms are governed by the laws of the Commonwealth of Pennsylvania regardless of any conflict of laws principle (including Pennsylvania's) and any claim brought relating to, arising from, or in connection with this Agreement shall be brought before a state or federal court located in Chester County, Pennsylvania.