

LADD Distribution LLC
TERMS and CONDITIONS of SALE

Effective as of 12/31/2018

1. LADD'S Terms and Conditions Control the Agreement.

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by LADD Distribution LLC ("LADD") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by LADD or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by LADD of any offer or counteroffer of Buyer, and LADD hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to LADD with respect to the Agreement.

B. If Buyer has submitted or will submit additional and/or different terms and conditions to LADD, or has or will submit a counteroffer to LADD, such submission must be made in writing and received by LADD within ten (10) calendar days after placing a purchase order. LADD's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will LADD's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof. Electronic commerce transactions between Buyer and LADD will be solely governed by this Agreement, and any terms and conditions on Buyer's internet site will be null and void and of no legal effect on LADD.

2. Prices.

A. Unless otherwise agreed to by LADD in writing, LADD's prices for the Goods and Services will be the prices stated on the face of this document or LADD's standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by LADD extend beyond two decimal places, LADD shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that LADD may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be. Buyer acknowledges that the pricing of the Goods and Services and the other terms of this Agreement have been set based on the sections of this Agreement providing for an agreed allocation of the risk for any defective Goods or services between the parties. Buyer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. LADD and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm LADD. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, LADD shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which LADD may be entitled at law or in equity.

3. Specifications.

Unless LADD has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **LADD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made FCA point of shipment. Buyer shall bear the risk of loss or damage to Goods after delivery to the point of shipment and no loss or damage will relieve Buyer of any obligation hereunder, including payment for lost or damaged Goods.

B. Any shipping dates for Goods or performance dates for Services are approximate only and merely represent LADD's best estimate of the time required to make delivery or shipment. Deliveries of Goods and performance of Services will be made subject to prior orders on file with LADD. Time is not of the essence with respect to the transaction(s) covered by this Agreement, except with respect to Buyer's obligation to make all related payments. LADD will not be liable for any loss or expense (incidental, indirect, economic, consequential or otherwise) incurred by Buyer as a result of any delay in delivery for any reason other than arbitrary refusal by LADD to perform. Unless otherwise agreed to by LADD in writing, LADD may, in its sole discretion, use any commercial carriers for shipment of the Goods. LADD will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but LADD reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. Unless otherwise agreed to by LADD in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to LADD for any losses, damages, or additional expenses incurred or suffered by LADD as a result of Buyer's inability to receive the Goods.

F. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to LADD within five days of receipt of the Goods.

G. LADD may cancel in whole or in part any order for Goods or Services under the Agreement at any time without such cancellation constituting a breach of the terms of this Agreement.

H. Until Buyer has fully and finally paid all amounts owed to LADD for any Goods, Buyer shall hold such Goods in trust for LADD, and LADD may repossess them if Buyer fails to pay for them in a timely fashion.

5. Payment. All payments shall be made in United States Dollars. Payments for Goods and Services will be made by such means as LADD may specify, such as by check or wire transfer, provided that LADD may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards. . Payment for Goods and Services is due within 30 days from the date of LADD's invoice; provided, however, that LADD reserves the right, in its sole discretion, to require payment terms of cash in advance . Buyer shall make all payments as provided herein without regard to whether Buyer has made or may make any inspection or use of any Goods. No discounts or setoffs shall be made by Buyer against any invoices unless approved in advance by LADD. In addition to all other remedies it may have at law or in equity, LADD shall have the right to offset any and all amounts due and owing from LADD to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to LADD under this Agreement. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half percent (1-1/2%) per month or the highest rate then permitted by law, whichever is less, until paid in full. LADD reserves the right to exercise any of its lawful remedies if Buyer does not make payments when due. Buyer shall promptly reimburse LADD for all costs and expenses, including reasonable attorneys' fees, incurred by LADD in collecting sums due it hereunder.

6. Security Interest. As security for payment of all of the obligations evidenced by this Agreement, Buyer grants a security interest to LADD in the Goods and the proceeds of those Goods, including but not limited to finished Goods, work in progress, and accounts receivable until all amounts due or to become due hereunder have been paid. Any possession and removal of the Goods shall be without prejudice to any of LADD's other remedies at law or in equity. Buyer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments as LADD may reasonably request in order to perfect LADD's security interest.

7. Taxes. Except as otherwise expressly stated herein, the prices do not include federal, state or local sales, use, goods and services, excise or other similar taxes applicable to goods or services involved in this transaction. All such taxes shall be paid by Buyer, unless Buyer provides Seller with evidence satisfactory to Seller of exemption from such taxes. When Seller is required by law or regulation to collect such taxes, Seller will add such taxes to the sale price of the goods or services.

8. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if LADD agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by LADD in connection with the placement of such order(s).

9. Disclaimer of Warranties. LADD HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. LADD shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

10. Exclusive Limited Remedy. Buyer's **SOLE AND EXCLUSIVE** remedy against LADD for any claim for, or arising out of, any Goods tendered to Buyer is the repair or replacement of the Goods, or alternatively, at LADD's sole election, a refund of the purchase price of the Goods. Buyer's **SOLE AND EXCLUSIVE** remedy against LADD arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at LADD's sole election, a refund of the purchase price of the Service. These remedies will only be available to Buyer for ninety (90) days after the Goods are tendered or Service is provided to Buyer, and LADD's obligations under this Section 10 will be void unless Buyer provides LADD with written notice of the defect in any Good or Service within 30 days of discovery of the defect. Any of the Goods returned to LADD for repair, replacement or refund under this Section 10 will be returned by Buyer in accordance with LADD's return material authorization procedures then in effect.

A. Upon written approval of LADD, credit may be issued for Goods returned within sixty (60) days of the original invoice date, subject to a 25% restocking fee.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION: (A) LADD SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, COST TO REDIRECT OR EXPEDITE LATE DELIVERIES, LOST BUSINESS OR BUSINESS INTERRUPTIONS (INCLUDING COSTS OF DOWNTIME, TESTING, AND INSTALLATION OR REMOVAL OF GOODS), OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF LADD IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) LADD'S TOTAL LIABILITY RELATED TO ANY GOODS OR SERVICES SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF SUCH GOODS RECEIVED BY LADD OR AMOUNT RECEIVED BY LADD FOR SUCH SERVICES. BUYER AND LADD AGREE THAT WITHOUT THIS LIMITATION OF LIABILITY, LADD WOULD NOT HAVE AGREED TO THE PRICE OR THE TERMS AND CONDITIONS OF THIS AGREEMENT.

12. Indemnification.

A. Upon prompt written notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, LADD will use its reasonable efforts to secure for

Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods or Services. This Section 12 sets forth Buyer's sole and exclusive remedy against LADD regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless LADD, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by LADD's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not LADD or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify LADD for LADD's obligation, if any, to Buyer under Section 10 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against LADD or any other indemnified party resulting from any Claim, any court costs of LADD or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by LADD or any other indemnified party in LADD's defense of any Claim. LADD will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against LADD, Buyer or any third party.

13. Product Suitability. Goods sold by LADD are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, LADD cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

14. Ownership. LADD shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights, TITLE OR INTEREST in, any such LADD property pursuant to or in connection with this Agreement.

15. Export Controls; Availability; Import Compliance; Laws. Buyer acknowledges that Products, software, and technical information provided under this Agreement are subject to U.S. and other export laws and regulations. Buyer agrees not to export, re-export, transfer, or transmit the Products, software, or technical information except in compliance with all such laws and regulations. This sale is subject to any applicable governmental approvals and, at Seller's request, Buyer agrees to sign written assurances and other export-related documents as may be required for Seller to comply with export laws and regulations. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means

any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

16. Interpretation of the Agreement. None of LADD's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of LADD or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from LADD by whatever means, each time Buyer accepts the Agreement, Buyer and LADD enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and LADD, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and LADD. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. This Agreement supersedes all prior written and oral agreements and understandings between LADD and Buyer with respect to the Products and services specified herein. No representation or statement not contained herein shall be binding upon LADD as a representation, warranty or condition or otherwise. No addition to or waiver, modification or cancellation of any provision hereof shall be binding upon LADD unless in writing and signed by a duly authorized representative of LADD. No failure by LADD to insist on strict performance of any term or condition hereof shall constitute a waiver of such term or condition or any breach thereof, nor shall such failure in any way affect LADD's legal remedies with respect to any default by Buyer hereunder. **17. Force Majeure.** LADD will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond the control of LADD or LADD's suppliers, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond LADD's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents LADD's performance of any of its obligations under the Agreement, LADD will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If LADD is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, LADD will have the right to allocate its available supply among its customers in whatever manner LADD deems to be fair and equitable. In no event will LADD be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by LADD will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

18. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the State of Ohio, except

for Ohio's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. TO THE EXTENT NOT PROHIBITED BY LAW, ANY ACTION, SUIT OR DISPUTE UNDER, RELATING TO, ARISING OUT OF, OR PURSUANT OT THIS AGREEMENT SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE A COURT LOCATED IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, WHICH COURT AND COUNTY SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OVER THE SAID ACTION, SUIT OR DISPUTE TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE OR COUNTY. IN THE EVENT THE BUYER SHALL FILE AN ACTION, SUIT OR DISPUTE WITH A COURT OTHER THAN AS PROVIDED FOR HEREIN AND LADD SHALL INCUR EXPENSES AND LEGAL FEES SEEKING TO DISMISS OR TRANSFER THE ACTION, THE BUYER SHALL INDEMNIFY AND HOLD LADD HARMLESS FOR SAID EXPENSES AND LEGAL FEES IN THE EVENT THAT LADD IS THE PREVAILING PARTY. THE BUYER ACKNOWLEDGES THAT THE FORUM SELECTION AND VENUE CLAUSE IS REASONABLE AND WAS NOT PROCURED BY FRAUD, UNDUE INFLUENCE, DURESS, COERCION OR OVERREACHING BARGAINING POWER; AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURT AND COUNTY LOCATED IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, IN ANY SUCH ACTION, SUIT OR PROCEEDING. Nothing contained in the Agreement will be construed to limit or waive any rights of LADD under applicable United States federal, state, or local laws.

19. Assignment. Buyer may not transfer or assign this Agreement or any interest herein, by operation of law or otherwise, without the prior express written consent of LADD. Any attempted transfer or assignment without such consent shall be void. LADD may assign its rights and delegate its duties hereunder. **20. Severability.** Buyer agrees that should any provision of this Agreement be deemed to violate the law or is otherwise unenforceable, the remaining provisions shall continue to be valid and in full force and effect.

21. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.