

Crystal Distribution Inc.

Terms of Sale

1. Offer, Governing Provisions, Amendment & Revocation

This document is an offer or counter-offer or acceptance by Crystal Distribution Inc. ("Seller") to sell the goods and/or services to Buyer solely in accordance with these terms and any signed agreement between Seller and Buyer, is not an acceptance of any offer made by Buyer and is expressly conditioned upon Buyer's assent solely to these terms. Each order from Buyer shall be deemed to be an offer by Buyer to purchase the goods solely pursuant to these terms. Acceptance, either by written acknowledgment or by shipment of goods, of any order placed by Buyer does not constitute acceptance by Seller of any of the terms and conditions of those orders or of any request for quotation, except as to identification and quantity of goods involved. Seller objects to and rejects any additional or different terms contained in any order, request for quotation or other communication previously or hereafter provided by Buyer. No additional or different terms or conditions will be of any force or effect. The terms contained in or incorporated into this document by reference and Seller's quotation or proposal comprise the entire agreement between Seller and Buyer on the subject of the transactions described herein and there are no conditions to that agreement that are not so contained or incorporated, except that any confidentiality agreement that has been executed by and between the parties shall remain in effect according to its terms. No accepted offer may be altered by Buyer except upon terms and conditions accepted by Seller in writing. No changes to this document will be binding unless set forth in writing and signed by Seller. All Seller's clerical errors are subject to correction. In the event Buyer is not the end user of the goods, Buyer is responsible for communicating these terms of sale to its customer or end user. Submission of an order to Seller indicates that Buyer understands and accepts that Buyer is legally bound by these terms. Seller reserves the right to amend or modify these terms at any time without notice and all such amendments or modifications will immediately become incorporated into these terms. It is Buyer's responsibility to review these terms from time to time for any revisions, which are posted on Seller's website.

2. Order Acceptance & Governing Law

No order shall be binding upon Seller until accepted and acknowledged in writing by Seller, which acceptance shall be delivered by mail or electronic communication. These terms shall be governed by and construed according to the laws of the state of Minnesota, without reference to its principles of conflicts of laws. Buyer irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Hennepin County, Minnesota for any dispute arising out of the order, and waives all objections to venue and jurisdiction of such courts. The rights and obligations of the parties shall not be governed by the 1980 United Nations Convention for the International Sale of Goods.

3. Shipment, Delivery & Risk of Loss

Delivery of goods to the Buyer's specified point of delivery shall constitute delivery. Terms used shall be defined as in Incoterms® 2020 Rules. Title to goods purchased hereunder, as well as the risk of loss, shall pass to Buyer once delivered to Buyer's specified point of delivery. The shipping date(s) and delivery date(s) designated by Seller represent a reasonable estimate of the time required to manufacture the goods covered by an order commencing with the date the order is accepted by Seller. Such dates do not

represent Seller's promise to ship or deliver the goods on such dates unless otherwise expressly agreed in writing. Goods may be tendered in partial shipments at Seller's discretion. If Seller determines it is necessary to modify the design or specifications for the goods, the shipping date shall be extended by the period of time required to achieve the agreed-upon modifications to the design, specifications, or terms of sale.

4. Delays

All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay in performance or failure to deliver for any reason, including but not limited to delays due to fires, floods, accidents, strikes, slowdowns, wars, acts or terrorism, riots, acts of God, acts of Buyer, embargoes, priorities, government orders or restrictions, delays in transportation, equipment failure, delays by any supplier of materials or parts, or inability to obtain necessary labor, whether or not due to causes beyond the control of Seller. If any such delay occurs, the delivery date shall be extended for a period equal to the time lost by reason of such delay. Seller may, in its sole discretion, allocate its inventory of goods among itself, its present and future customers, other channels of distribution and Buyer. If an event of force majeure prevents or delays, for a period exceeding 6 months, Seller's performance under an order accepted by Seller, either party may terminate, without penalty, the orders accepted by Seller and adversely affected by such event by giving written notice thereof to the other party.

5. Transit & Inspection

For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered. Within 15 days after its receipt of delivery of the goods, Buyer shall inspect them, conduct any incoming acceptance tests on them and notify Seller of any shortage, damage or discrepancy in or to a shipment of goods and furnish such written evidence or other documentation as Seller may deem appropriate. Any goods not rejected by Buyer by written notice to Seller or goods used in the normal course of conducting Buyer's business or for generating profit or revenue within such period shall be deemed accepted.

6. Warranty

Seller hereby warrants that all goods purchased hereunder shall be free from material defects in material and workmanship for a period of one (1) year from the date of shipment to Buyer. All claims under this warranty during the warranty period must be made in writing and delivered to Seller within fifteen (15) days of discovery of a defect. Buyer will be barred from any remedy if Buyer fails to make such claim within such period. If within such one-year warranty period, such goods shall be proven to be materially defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced at Seller's sole option. In the event the goods cannot be repaired or replaced, Seller shall issue a credit to Buyer for the purchase price of the defective goods. Such repair, replacement, or refund shall constitute fulfillment of all liabilities in respect of such goods. Seller is not responsible for the cost of removal of defective goods, damages due to removal, or any expenses incurred in shipping the goods or installation of the repaired or replaced goods. In no event will Seller be required to accept delivery of any allegedly defective goods returned to it without its prior authorization, including the means, carrier and route of

shipment for such return. Under no circumstances will credit be allowed for unauthorized rework on any materials. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER (WHETHER IN FACT, BY OPERATION OF LAW OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE. Seller's obligations do not cover defects or losses to goods, property or persons arising out of, caused by, relating to or resulting from: normal wear and tear or deterioration; improper installation, service, or lack of proper maintenance; accident or any utilization, maintenance, repair or modification of the goods by anyone other than Seller or that is not consistent with Seller's instructions or the designed capabilities of the goods; abuse, mishandling, accident, misapplication, alteration, tampering, or misuse or neglect; any damage caused by connections, interfacing or use in unforeseen or unintended environments; failure to start due to voltage conditions, blown fuses or other damage due to inadequacy or interruption of electrical service; damage due to freezing of water, inadequate or interrupted water supply, use of corrosive water or rearrangement of plumbing systems, failure resulting from overfiring, use of incorrect fuel, and improper burner or control adjustments; damage resulting from use of goods in corrosive atmosphere; costs of labor for any adjustments or service calls; or costs of labor for diagnosing, repairing, removing, installing, shipping, handling or replacing parts or components that have failed due to defects in materials and workmanship.

7. Payment Terms

Time is of the essence for Buyer's obligation to pay on time. Unless otherwise expressly agreed in writing by Seller, Buyer will pay, in cash, in the currency and to Seller's address required by Seller's quote or invoice, the amounts for the goods stated on Seller's invoices within 30 days after the invoice date without setoff, counterclaim or deduction. Thereafter interest shall accrue on any unpaid amounts at the lesser of the monthly rate of 1.5% or the maximum amount allowed by law from the date the invoice becomes due. Seller may, at its sole discretion and at any time, require terms of C.O.D or C.W.O. Buyer acknowledges that Seller may use the services of a collection service and an attorney to collect amounts overdue. In this event, Buyer will be liable for all fees incurred by Seller, including collection service fees and attorney fees, costs and expenses arising out of the collection efforts.

8. Prices & Quotations

Orders for the goods will be invoiced at the prices in effect at the time of Seller's acceptance of Buyer's order, unless otherwise specified by Seller in writing. These terms allocate the product failure risks between the parties, which are reflected in the prices for the goods. Quotations are valid for 30 days, unless otherwise specified, and represent no obligation until the order issued by Buyer in response to the quote is acknowledged and accepted by Seller. The prices and Seller's performance under an order are subject to resource availability and costs within Seller's control at the time of manufacture of the goods covered by such order. Seller may adjust prices and shipment dates specified in an order before it accepts the order. Seller may change its published prices and other standard terms of sale at any time, but the change will not affect any order properly accepted by Seller and requested for immediate shipment before the effective date of the change.

9. Specialized Packaging/Equipment

Buyer shall pay or reimburse Seller for the cost of specialized packaging beyond Seller's standard packaging not already included in the quote and/or long-term agreements or contracts and any charge assessed for the use of specialized equipment (lift gates, soft-tops, etc.) to ship the goods.

10. Cancellation

No accepted order shall be modified or cancelled except upon Seller's written agreement, in which case, it shall be subject solely to these terms, whether or not the change order so states. Cancellation of orders for standard goods may be subject to cancellation charges. Cancellation of orders for modified or customized goods, or for standard goods in quantities exceeding that which is customary, will be accepted only with the understanding that Seller will be reimbursed by Buyer for all costs and expenses including commitments and internal expenses incurred as a result of the order and subsequent cancellation. Costs of cancellation may represent 100% of the value of the order which is canceled depending upon the level of customization and the status of work-in-process regarding the order which was canceled.

11. Measurements; Alterations & Modifications

Seller offers goods manufactured or assembled to Buyer's or its customer's specifications. Unless Buyer requests in writing and provides consideration to the Seller to perform or verify such measurements, Seller is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Seller for such custom goods and Seller is not be liable for any inaccuracy. Any alterations or modifications to the goods made by any person other than Seller without specific authorization in writing by Seller will void the warranty.

12. Limitation on Liability

SELLER SHALL NOT BE LIABLE, AND IT HEREBY DISCLAIMS ALL LIABILITY, FOR ANY CONSEQUENTIAL, INCIDENTAL, CONTINGENT, INDIRECT, SPECIAL, PUNITIVE OR LIQUIDATED DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE, BUSINESS OR REVENUE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING WARRANTY, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY. SELLER'S MAXIMUM LIABILITY FOR DIRECT DAMAGES WILL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR THE GOODS OR SERVICES GIVING RISE TO THE CLAIM FOR DIRECT DAMAGES. NO LIQUIDATED DAMAGES OR PENALTY CLAUSE APPEARING IN ANY DOCUMENT WILL BE EFFECTIVE AGAINST SELLER UNLESS IT HAS BEEN EXPRESSLY ACCEPTED IN WRITING BY AN OFFICER OF SELLER.

13. Taxes & Other Charges

Prices for the goods do not include any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, VAT, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any governmental authority ("Tax") on or measured by any transaction between Seller and Buyer. The amount of any present, retroactive, or future Tax, except taxes on or measured by Seller's net income, shall be added to the prices quoted or invoiced, and Buyer will pay such Tax, unless Buyer provides Seller tax exemption certificates acceptable to the appropriate taxing authorities.

14. Compliance with Laws

Buyer acknowledges that the goods and the purchase of goods are subject to customs, import and export control laws and regulations of the U.S.A. and potentially other countries. Buyer will comply with all applicable laws and regulations now or hereafter in effect, including, but not limited to, anti-corruption laws.

15. Changes by Buyer

In the event Buyer requests any change to a purchase order and such change causes an increase or decrease in the price and/or the time required for performance, Buyer shall be responsible for such additional costs and/or be subject to such revised delivery schedule, as applicable. Seller reserves the right to decline to make any changes that affect the function of the goods or to modify the warranty or other part of the purchase order due to such change. Costs of changes may represent 100% of the value of the order which is changed depending upon the level of customization and the status of work-in-process regarding the order which was changed. Seller may suspend performance of the change until any issues with such change have been resolved.

16. Intellectual Property

Any drawings, sketches, models or samples submitted by Seller and any other information Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the goods or services hereunder, concerning such goods and services, and Seller's proprietary processes involved, including without limitation, information relating to Seller's operations, designs, techniques, know-how, and web-based pricing and drawing product (collectively referred to as "Seller's Confidential Information"), shall remain Seller's sole property and Buyer shall treat Seller's Confidential Information as proprietary and confidential unless Seller has indicated otherwise in a signed writing. With respect to Seller's Confidential Information, Buyer shall (a) hold it in strictest confidence, (b) not disclose it to others without Seller's prior written consent, (c) use it solely for purposes of this Order, and (d) upon Seller's request, either promptly deliver to Seller all such Seller's Confidential Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Seller's Confidential Information and provide Seller certification of such destruction. The obligations under this Section shall survive the expiration or termination of this Agreement.

Unless the parties agree otherwise in writing, Seller, its designated affiliate or licensor, if any, owns all right, title and interest in and to all intellectual property rights and all other information, technical or otherwise, related to the goods and all modifications thereto sold or licensed under these terms, which were conceived, developed, made or supplied, whether in whole or in part, by Seller or by Buyer's employees, consultants, and/or agents, even if Buyer reimburses Seller for any costs related thereto, all of which shall be Seller's Confidential Information. Buyer will assign and hereby assigns to Seller or its designated affiliate or licensor all right, title and interest in and to the intellectual property rights, whether or not patentable, related to the goods or any modification thereto. Buyer shall assist Seller in obtaining for Seller any property right in connection with the goods (including, but not limited to, Seller's patents, trademarks and copyrights), shall assist Seller in taking any steps necessary to defend such rights and Seller shall reimburse Buyer for any reasonable expenses incurred in this regard. Buyer will not, at any time contribute to, do or cause to be done any act or thing in any way impairing or intending to impair any part of such right, title and interest described in this paragraph.

Seller shall defend, at its own expense, any claim or suit brought against Buyer based upon a claim of infringement of a U.S. patent or copyright resulting from the sale or use of the goods and shall pay all costs, settlements or damages finally awarded as a result of such claim or suit provided: (a) Seller shall have the right to control the defense and settlement of all such actions or claims; (b) Buyer takes such actions, at Seller's expense, as Seller may reasonably request in connection with such settlement or defense; and (c) Buyer promptly notifies Seller in writing of the claim. In the event a final judgment is obtained against Buyer's use of the goods, Seller may, at its option and expense, obtain the right to continued use, substitute substantially equivalent noninfringing goods, or take back any infringing goods in Buyer's possession and refund the purchase price less a reasonable charge for use. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT BY THE GOODS.

17. Security Interest

As security for the payment and performance of Buyer under these terms, Buyer grants Seller a purchase money security interest under the Uniform Commercial Code ("UCC") as enacted in Minnesota in all goods purchased under these terms, and in the proceeds thereof, including all insurance proceeds, until Seller is paid in full for such goods. In the event of default by Buyer under this order, Seller shall have all the rights and remedies of a secured creditor under the UCC. Buyer hereby authorizes Seller to sign and file financing statements and other instruments required to protect and perfect Seller's security interest as described in this paragraph.

18. Notices

All notices to Seller, to be effective against Seller, must be in writing and sent by certified mail, with return receipt requested or by a nationally recognized overnight delivery service to Seller's headquarters, Crystal Distribution Inc., 3005 Ranchview Lane N., Plymouth, MN 55447. The effective date of such a notice is the date of receipt. Seller may designate in writing other individuals to receive notice and may change the address for its receipt of notices.

19. No Waiver

Any failure or delay by either party in exercising any right or remedy in one or more instances will not prohibit the party from exercising it at a later time or from exercising any other right or remedy.

20. Severability

If a court or tribunal of competent jurisdiction holds any provision of these terms to be invalid, illegal, or unenforceable, the provision will be deemed severable and the invalidity, illegality, or unenforceability will not affect any other provision of these terms which must be enforced in accordance with the intent of these terms, however, a party adversely affected by such holding may terminate, effective immediately, without penalty, upon notice thereof to the other party, any order for goods which has been accepted by Seller and which is adversely affected by such holding.

Last updated: March 2025

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