

UNAFOR INC. - TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation shall apply in these Terms and Conditions of Sale ("Terms"):

"Contract" means, collectively, these Terms, each Purchase Order, the Credit Application and any other agreement signed by Supplier (or other document furnished by Supplier) evidencing or relating to the sale and purchase of the Goods to Customer which include these Terms.

"Credit Application" means the credit application submitted by Customer and accepted by Supplier.

"Customer" means the person, business or company who purchases the Goods from Supplier and/or is named as the Customer in the Credit Application and/or in the online account (if any) established with Supplier to which these Terms are attached and/or referenced.

"Goods" means any goods agreed in the Contract to be supplied by Supplier to Customer (including any part or parts of them).

"Purchase Order" means a purchase order issued by Supplier to Customer in respect of the sale and purchase of Goods.

"Supplier" means Unafor Inc., a Delaware corporation.

- 1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 Headings are used as a matter of convenience only and shall not affect the interpretation of these Terms.
- 1.5 The words "include," "including" or "includes" shall be deemed to be followed by the words "without limitation."

2. APPLICATION OF TERMS

- 2.1 Any and all purchases and proposed purchases from Supplier of Goods shall be subject to these Terms and no other additional or different terms or conditions. These Terms supersede all prior communications, negotiations and oral or written statements of any kind made by Supplier, Customer or their respective representatives regarding the terms and conditions applicable to the sale of the Goods (or any other goods) by Supplier to Customer.
- 2.2 Prices quoted by Supplier are not binding but shall remain open for 30 days from the date of issuance thereof unless earlier withdrawn by Supplier. All orders are subject to written acceptance by Supplier and do not become binding obligations of Supplier unless and until accepted by Supplier in writing.
- 2.3 Without limiting the foregoing, no terms or conditions which add to, vary from or conflict with, or are otherwise additional to or different from, these Terms that are proposed by Customer or included in any communication (whether in written, oral or electronic form) by Customer to Supplier in connection with any order, purchase or proposed purchase will be or become part of such order, purchase or proposed purchase, and any and all such additional or different terms and conditions, whether or not they materially alter the order, purchase or proposed purchase, are hereby objected to and rejected by Supplier, without any further notice of such objection and rejection. Any such proposed terms or conditions shall be void and these Terms shall constitute the complete and exclusive statement of the terms and conditions to which the order, purchase or proposed purchase is subject. These Terms may be modified only by a written instrument executed by Supplier and Customer.

3. DESCRIPTION OF GOODS

- 3.1 The quantity and description of the Goods shall be as specified in the Contract.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Supplier and any descriptions or illustrations contained in Supplier's catalogs or brochures are

issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

3.3 Supplier reserves the right to alter prices and specifications or to discontinue any item.

4. DELIVERY OF GOODS

- 4.1 Unless otherwise specified in the Contract or agreed in writing between the parties, Supplier shall deliver the Goods to the location specified in the Contract and it shall do so at Customer's expense.
- 4.2 Any dates specified by Supplier for delivery of the Goods are intended to be an estimate only, and time shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3 Customer shall provide at the delivery location and at its expense adequate and appropriate equipment and manual labor for loading/unloading the Goods, and Customer shall be responsible for unloading at its expense.
- 4.4 Supplier may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.5 Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle Customer to repudiate or cancel any other Contract or installment.
- 4.6 Subject to the other provisions of these Terms, Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods (even if caused by Supplier's negligence), nor shall any delay entitle Customer to terminate or rescind the Contract.
- 4.7 If for any reason Customer fails to accept delivery of any of the Goods when they are ready for delivery, or Supplier is unable to deliver the Goods on time because Customer has not provided appropriate instructions, documents, licenses, authorizations, labor or equipment:
- risk in the Goods shall pass to Customer (including for loss or damage caused by Supplier's negligence);
 - the Goods shall be deemed to have been delivered; and
 - Supplier may store the Goods until delivery, whereupon Customer shall be liable for all related costs and expenses (including storage and insurance).
- 4.8 The quantity of Goods as recorded by Supplier on dispatch from Supplier's place of business shall be conclusive evidence of the quantity received by Customer on delivery unless Customer can provide Supplier with conclusive evidence proving the contrary within 10 days of delivery.
- 4.9 Supplier may refuse to deliver the Goods to any location where access is considered by it to be unsuitable for the safe passage of its vehicles. Where delivery is made to Customer's premises, Customer will indemnify Supplier against any loss suffered during unloading or as a result of the access way being unsuitable.
- 4.10 While Supplier will use commercially reasonable efforts to deliver the Goods in accordance with the delivery date set forth in the Contract, Supplier shall not be liable for any loss whatsoever or howsoever arising caused by its late or non-delivery or by the failure to make Goods ready for collection on the due date. Time is not of the essence with respect to dispatch or delivery and a delay in dispatch or delivery will not entitle Customer to any damages or other amounts or to repudiate any of its obligations.

5. INSPECTION OF GOODS

- 5.1 Customer shall inspect the Goods within 10 days of delivery (the "Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Supplier in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation requested by Supplier. "Nonconforming Goods" means only the following: (a) the Goods shipped to Customer are different from the Goods identified in the Purchase Order or (b) the quantity of Goods shipped to Customer differs from the quantity of Goods identified in the Purchase Order.
- 5.2 If Customer timely notifies Supplier of any Nonconforming Goods, Supplier shall, in its sole discretion, (a) replace such Nonconforming Goods or provide a quantity of Goods sufficient to make up the identified shortfall, as applicable, or (b) credit or refund the purchase price paid by Customer to

Supplier for such Nonconforming Goods. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to a location designated by Supplier. If Supplier exercises its option to replace Nonconforming Goods, Supplier shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the location specified in the Contract.

5.3 Customer acknowledges and agrees that the remedies set forth in clause 5.2 above are Customer's exclusive remedies for Nonconforming Goods. Except as provided under clause 5.2, all sales of Goods (including bespoke Goods) to Customer are made on a one-way basis and Customer has no right to return Goods purchased under the Contract to Supplier.

6. TITLE AND RISK OF LOSS

6.1 Risk of loss shall pass to the Customer from the time of delivery. Title to the Goods shall not pass to the Customer until payment is received by the Supplier for the Goods.

6.2 As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Supplier a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code. Customer shall cooperate and take all such action(s) as reasonably requested by Supplier to ensure that Supplier has a perfected security interest and a purchase money security interest in the Goods.

7. PRICE

7.1 Unless otherwise specified in the Contract or agreed between the parties in writing, the price for the Goods shall be the price set out in the Supplier price list published on the date of delivery. The price for the Goods shall be exclusive of any applicable taxes (including value added taxes and any other goods and service tax assessed or levied in connection with the supply of the Goods), and all costs or charges in relation to postage, packaging, loading, unloading, carriage, freight, tariffs, customs duty, bank charges, insurance, all of which amounts Customer shall pay in addition when it is due to pay for the Goods.

7.2 Where Supplier incurs extra cost owing to suspension or alteration of the time or location of delivery arising from Customer's instructions or lack of instructions, or by reason of interruptions, delays, delivery outside of normal business hours during normal working days, mistakes or work occasioned by the act, omission or default of Customer, or by reason of changes made to designs after manufacturing has commenced, all such costs are payable in full by Customer.

7.3 Supplier reserves the right at its sole discretion at any time before delivery of the Goods to adjust the price to take into account any increase in the price to Supplier of goods, or services, or raw materials, labor or other inputs used in the production of the Goods or goods of that kind, or to take account of any increase in taxation or duty payable, or to take account of any currency fluctuation increasing the cost of producing or purchasing the Goods or goods of that kind, in each case measured in US Dollars.

8. PAYMENT

8.1 Subject to clause 8.4, and unless otherwise agreed by Supplier in writing, Supplier shall be entitled to issue an invoice for the price of the Goods (together with all other sums payable by Customer under the Contract) following delivery or deemed delivery. All invoices shall be payable by Customer within 30 days of the date on the invoice, unless otherwise stated therein.

8.2 Time for payment shall be of the essence.

8.3 All payments are due in United States Dollars and no payment shall be deemed to have been paid until Supplier has received cleared funds.

8.4 All payments payable to Supplier under the Contract shall become due immediately on its termination despite any other provision.

8.5 Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. In the event that an account is outstanding, Supplier, may among other

things, refer the matter to an appointed debt collection agent. In this instance, Customer shall pay all costs incurred by Supplier (including attorneys' fees and debt collectors' costs) incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of these Terms.

8.6 Late payments shall be subject to a service charge of 1.5% per month (which amounts to 18% per annum), or the maximum rate allowed by law, on any moneys outstanding by Customer to Supplier from the date payment is due until the date payment is received by Supplier but without prejudice to Supplier's other rights and remedies in respect of non-payment or late payment. That interest shall be payable on demand by Supplier.

8.7. If Supplier at any time deems the credit of Customer to be unsatisfactory, Supplier may require Customer to grant security for payment satisfactory to Supplier and may suspend performance of its obligations under the Contract until that security is provided. All costs and expenses incurred by Supplier as a result of such suspension and any recommencement shall be payable by Customer.

9. LIMITED WARRANTY

9.1 Subject to the conditions and exceptions set forth herein, Supplier warrants to Customer that, for a period of one (1) year from the date on which the Goods were delivered to Customer (the "Warranty Period"), the Goods will (a) materially conform to the applicable specifications furnished by Supplier and (b) be free from material defects in material and workmanship (collectively, the "Limited Warranty").

9.2 The Limited Warranty does not apply where the Goods have been (a) subjected to any negligence, abuse, abnormal physical stress or environmental conditions, or improper testing, installation, storage, handling, repair, or maintenance; (b) defects in paint, coatings, or any replaceable cover of the Goods (in each case including any scratches or abrasions) resulting in any way from normal wear and tear, or any use, misuse or abuse; (c) altered or repaired other than by Supplier or an authorized service provider of Supplier, (d) used in a manner for which such Goods were not designed or intended, or (e) used with any third-party product or other product not previously approved in writing by Supplier. In addition, the Limited Warranty does not apply where Customer fails to comply with the maintenance checklist provided by Supplier or applicable Supplier instructions regarding required maintenance provided by Supplier.

9.3 During the Warranty Period, Customer shall notify Supplier in writing of any alleged claim under the Limited Warranty within 24 hours after discovery (but in any event before the expiration of the Warranty Period). As soon as reasonably possible (but in any event before the expiration of the Warranty Period), if requested by Supplier, Customer shall make the relevant Goods available for inspection and testing by Supplier. If Supplier's inspection and testing reveals, in Supplier's sole discretion, that such Goods do not conform with the Limited Warranty, Supplier shall, at its option, either repair or replace such Goods or credit or refund the purchase price for such Goods. THIS CLAUSE 9.3 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SUPPLIER'S ENTIRE LIABILITY, FOR ANY BREACH OF THE LIMITED WARRANTY.

9.4 If Customer fails to notify Supplier of a warranty claim during the Warranty Period in accordance with clause 9.3 above, then Customer shall be automatically deemed to have waived such claim in full.

9.5 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN CLAUSE 9.1 OF THESE TERMS, SUPPLIER MAKES NO (AND HEREBY DISCLAIMS) EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, 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 ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SUPPLIER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SUPPLIER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN CLAUSE 9.1 OF THESE TERMS.

10. LIMITATION OF LIABILITY

- 10.1 IN NO EVENT SHALL SUPPLIER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- 10.2 SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID TO SUPPLIER IN RESPECT OF THE GOODS TO WHICH SUCH LIABILITY RELATES.

11. TERMINATION

- 11.1 Without prejudice to any other rights or remedies available to Supplier hereunder, Supplier may terminate the Contract with immediate effect upon written notice to Customer, if (a) Customer fails to pay any amount due under the Contract on the due date for payment; (b) Customer breaches any of the terms of any Contract (including, for the avoidance of doubt, any of these Terms) and (if such breach is remediable) fails to remedy such breach within seven days of being notified in writing of such breach; (c) Customer ceases or threatens to cease to carry on its business to which the Goods relate; (d) Customer: (i) becomes insolvent or is generally unable to pay or fails to pay its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (e) a change of ownership or effective control of Customer occurs or the nature of Customer's business is materially altered.
- 11.2 Upon such termination (without prejudice to any other rights or remedies that Supplier may have), all monies payable by Customer under the Contract and not already paid shall immediately become payable.
- 11.3 Any provision of the Contract that expressly or by implication should survive the expiration or earlier termination of the Contract (including clause 9 (Limited Warranty) and clause 10 (Limitation of Liability)) shall survive such expiration or earlier termination.

12. DESIGN

- 12.1 Any design, calculations, data, drawings or other materials (collectively, "Materials") produced by Supplier, whether specifically for Customer or not, shall belong to Supplier, together with all copyright, design rights and other intellectual property rights related to them. Subject to receipt of all amounts due from Customer in connection with the specific project for which the Materials were prepared or supplied by Supplier, Supplier hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Materials only in relation to such specific project.
- 12.2 Supplier shall not be liable for any claims, damages or otherwise to the extent arising from the use by Customer or its affiliates or designees of any drawings and other documents for any purposes other than those for which they were originally prepared by Supplier.

13. ASSIGNMENT

- 13.1 Supplier may assign the Contract or any part of it to any person, firm or company.

- 13.2 Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Supplier.

14. FORCE MAJEURE

- 14.1 Supplier shall not be liable for any failure to timely carry out its obligations under the Contract due to circumstances beyond the reasonable control of Supplier including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, 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.

15. GENERAL

- 15.1 Each right or remedy of Supplier under the Contract is without prejudice to any other right or remedy of Supplier whether under such Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by Supplier of any breach of, or any default under, any provision of the Contract by Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.
- 15.6 The Contract shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) and the parties hereby specifically and irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in the State of Delaware, County of Kent with respect to all matters concerning any Contract and the enforcement thereof.
- 15.7 The United Nations Convention on contracts for the international sale of goods does not apply.
- 15.8 All notices between the parties shall be in writing and delivered by personal delivery, nationally recognized overnight courier, registered or certified mail, or electronic mail:
- (a) in case of notices to Supplier, to its place of business or such changed address as shall be notified in writing to Customer by Supplier; or
 - (b) in the case of notices to Customer, to any address of Customer set forth in any document which forms part of the Contract or such other address as shall be notified in writing to Supplier by Customer.
- 15.9 Notices shall be deemed to have been received:
- (a) if delivered by personal delivery, on the day of delivery; or
 - (b) if sent by nationally recognized overnight courier, one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written notice of receipt; or
 - (c) if sent by registered or certified mail, five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
 - (d) if sent by electronic mail, when sent by confirmed electronic mail if sent during the business hours of the recipient (with no receipt of a message indicating a transmission or receipt failure); if not, then on the next business day (provided, that any notice sent by electronic mail be followed with a copy of such notice sent with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt).
- 15.10 If any term herein shall be held to be invalid or unenforceable in any jurisdiction for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of such term in any other jurisdiction or of any other term herein.
- 15.11 Clerical errors or omissions, whether in compilation or otherwise in any order, quotation, acknowledgement, invoice

or other such documentation, are subject to correction by Supplier.

- 15.12 Customer authorizes Supplier to contact any credit agency, trade reference or any other source in order to check, exchange or provide information in relation to Customer and Customer authorizes each such source to provide to Supplier any information about Customer.
- 15.13 Nothing in the making or performance of the Contract creates the relationship of partnership, joint venture or agent and principal between the parties. The relationship between the parties is the relationship of independent parties contracting for goods and services.
- 15.14 Customer acknowledges that it has received a copy of these Terms and in particular that the Contract constitutes a "security agreement" for the purposes of the Uniform Commercial Code, and that Supplier may register a financing statement.