

GRANT INDUSTRIAL CONTROLS, INC.

TERMS AND CONDITIONS

These Terms and Conditions shall apply to any purchase or procurement of Goods, Software and/or Services from Grant Industrial Controls, Inc (the “Company”). To the extent that there is a conflict between these Terms and Conditions and a valid signed master agreement or purchase order between the Customer and the Company, the specific conflicting terms of the master agreement or purchase order shall prevail. To the extent that there is a conflict between these Terms and Conditions, with another set of terms and conditions issued by the Customer to the Company as part of the proposal or quotation process, the provisions of these Terms and Conditions shall prevail in all respects.

1. **Completion Dates.** The Company will use its best efforts to maintain the requested delivery or completion dates. However, providing an accurate date is compromised by continued manufacturing, distribution, and shipping delays beyond the Company’s control, as well as the force majeure events set forth below. If delivery is not noted, it will be estimated at the time of order placement. Please direct any questions or comments regarding this quotation to Jonathan Sudetic at jsudetic@grantindustrial.com, or by phone at 412-787-9770.

2. **Prepaid Payments.** Terms are in compliance with FCA Incoterm Terms 2020, with freight F.O.B. shipping point prepaid and charged to Customer. Shipping point is defined as the Company’s facility or manufacturer facility used by the Company. If the purchase order has been issued and subsequently placed on hold or delayed, the order is subject to any manufacturer price increases, carrying costs incurred or ship date changes that have gone into effect between the time of the order being placed on hold and the new delivery date.

3. **Additional Costs.** The Company’s quoted price does not take into account any variations in pricing that may occur due to tariffs or surcharges imposed by suppliers and manufacturers. Any costs that are passed on to the Company by suppliers and manufacturers are subject to an adjustment to the Company’s quoted price. The Company shall provide Customer with notice of any price changes or adjustments.

4. **Customer Equipment.** Any component designated Customer Furnished Equipment (“CFE”) is to be supplied by the Customer, free of charge, to the Company. Only labor costs, if necessary, have been included in the quoted price for these items. The Company shall not be responsible for delays in receiving any CFE, and all completion and delivery dates shall be extended by the Company accordingly. Delays in delivering CFE shall obligate the Customer to reimburse the Company for labor and materials rendered to date, which shall be promptly, paid to the Company by the Customer.

5. **Drafting/Design Services.** Please note that if drawings are generated by the Company, an E-copy will be emailed for approval in .pdf format, prior to purchasing material and manufacturing. Once approved, .dwg drawings will be provided upon completion of the project in 11 x 17 format. This drawing package will include:

- Outline and Arrangement
- Bill of Material and Nameplate Legend
- Subpanel Layout
- Electrical Schematic

Title to drafting or engineering services provided by the Company will not transfer until full payment is received from the Customer. This reservation of title is for the purpose of securing the purchase price and shall not relieve the Customer of its duty to inspect the products/services upon receipt, to notify the Company of any deficiencies or defects, and to exercise due care in the use, installation, operation, and maintenance of the products when on the premises of the Customer or under the control of the Customer. Notwithstanding the foregoing reservation of title by the Company, risk of loss shall pass to the Customer at the time of shipment

6. **Quality Standard.** The Company's internal quality management structure, framework, requirements, and policies may differ from those of the Customer. Accordingly, the Company disclaims any obligations to comply with any external Customer quality requirements. Unless specifically agreed upon in writing by both parties, the Company's quality management system structure and its embedded requirements and policies shall take precedence over any Customer quality standards stated in a purchase order or other transaction document.

7. **Component Functionality.** The itemized quotation is very specific in components. If the components have not been determined by the Customer, the Company has included components that are suggestive in nature, based on our interpretation of the Customer's requirements. The Company is not, nor does it hold itself as, an engineering company or concern.

8. **Warranty.** The Company warrants its workmanship for a period of one (1) year, which shall commence on the date of issuance by the Company of its final invoice. Additionally, the Company transfers the balance of the manufacturer's warranty, which often times begins to run upon purchase of the various components, and not necessarily the delivery time of the finished product to the Customer.

9. **Disclaimer.** Except as provided for in Section 8, the Company shall not provide any warranties, oral or written, until or unless specifically excluding a product's fitness for a particular purpose. The Company shall not be liable for any indirect, consequential, incidental or special damages. Except as otherwise provided by law, in no event shall the Company's aggregate liability exceed the aggregate amounts paid by the Customer to the Company, pursuant to the quote for the products and services.

10. **Insurance.** Upon the Company's request, and based on the nature and scope of work of the product and services, the Customer shall provide the Company with proof of commercial general liability and/or product liability insurance in such dollar amounts as are reasonably acceptable to the Company, in the form of an insurance certificate, naming the Company as an additional insured, with such insurance remaining in full force and effect until completion of the services or products.

11. **Confidentiality.** All non-public confidential or proprietary information of the Company and Customer, including, without limitation, trade secrets, technology, know-how,

drawings, bills of material, business operations and strategies, information pertaining to customers, pricing and marketing (collectively “Confidential Information”), whether designated as “confidential” or not, is and shall be at all times confidential and not disclosed or copied without the consent of the disclosing party. Confidential Information does not include information held in the public domain or rightfully obtained by a party from a third party. Injunctive relief is available to either party for violation of this section.

12. **Force Majeure.** The Company shall have no liability to Customer for failure to deliver or perform, or for any delay in delivery, due to acts or omissions of the Customer and/or its contractors/vendors or for any “force majeure” event, which means any event or circumstance beyond the Company’s reasonable control, including but not limited to: (i) acts of God, such as natural disasters, drought, fire, flood, earthquake; (ii) war (declared or undeclared), riots, insurrections, rebellion, acts of public enemy, acts of terrorism, sabotage, blockade; (iii) disease, pandemics, epidemics; (iv) currency restrictions; and/or (v) labor shortages or disputes, unavailability of components, materials or parts, fuel, power, energy or transportation, failures of suppliers or subcontractors to effect delivery. In all such cases, time for performance shall be extended in an amount equal to the period necessary to continue performance for the period of force majeure, as is reasonably practicable, with the Company notifying the Customer of a force majeure delay and its anticipated duration. Should any force majeure event result in a price increase, the parties shall use reasonable good faith efforts to agree to a resolution.

13. **No Third Party Beneficiaries.** This Quote and any purchase order between the Company and Customer is for the sole benefit of the Company and Customer only, and their 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.

14. **Governing Law and Venue.** These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, being the jurisdiction where the Company is located. If any dispute is not amicably resolved, any litigation between the parties shall be resolved in the Court of Common Pleas of Allegheny County, Pennsylvania, and/or in the United States District Court for the Western District of Pennsylvania, sitting in Pittsburgh, Pennsylvania, and the parties consent to the exclusive jurisdiction of either such Court.

15. **Material Acceptance and Returns.** The Customer shall inspect the order promptly upon receipt and shall notify the Company, in writing, within 30 days after its receipt of the order that the order is nonconforming. The notice must include a description of the nonconformity either through written description or photos. No order delivered and accepted is eligible for return except upon (a) written approval of the Company.

16. **Cancellation.** All orders are non-cancellable unless agreed upon in writing by the Company prior to the time of order. Because of the Company’s expenses related to canceling Customer orders are dependent upon inventory carrying costs, frequency of orders of the cancelled component to other purchasers, the Company’s other related out-of-pocket costs, and administrative costs, the Company may, in its sole discretion, charge the Customer a cancellation fee.

17. **Delinquency.** If Customer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, the Company may demand immediate payment, and at its option (i) suspend all further deliveries or performance to be made to the Customer or its affiliates, in which event Customer shall not be released in any respect from its obligations to the Company; (ii) recover all costs of collection including but not limited to court costs and reasonable attorneys' fees; (iii) repossess the goods and software for which payment has not been made; (iv) retain any equipment supplied by Customer to the Company; (v) charge interest at 1.0% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of Customer and change any current payment terms for other pending orders.