

## KSi Terms and Conditions of Sale

Effective date: 2 April 2022

ALL TRANSACTIONS ARE GOVERNED BY THESE KSI TERMS AND CONDITIONS OF SALE. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY BUYER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERMS.

- 1. Formation of Contract.** An order is deemed by KSi Conveyor, Inc. (“KSi”) to be an offer to purchase, which KSi may accept or reject in its sole discretion. KSi’s acceptance of an offer to purchase is binding on KSi only if made by written instrument or, if not by written instrument, by shipment of the products ordered (and acceptance by shipment shall only be binding as to the portion of the order actually shipped by KSi). Any automatic or computer-generated response to an order by KSi’s internal electronic data exchange system or otherwise shall not be deemed acceptance of an order. KSi’s acceptance is subject to KSi’s Terms and Conditions of Sale stated herein.
- 2. Credit.** KSi may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by KSi. KSi reserves the right to cancel any sale if KSi deems Buyer unable to pay for any products. KSi reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to KSi. Unless otherwise indicated by KSi in a credit approval document, the default payment terms for credit-approved customers will be net 30 and interest will accrue at the lower of 2% interest per month or the maximum rate allowed by law.
- 3. Cost of Delivery, Taxes and Other Charges.** Buyer shall pay the costs of delivery of the products. Buyer shall pay all sales, use, excise or similar taxes, or other charges, which KSi is required to pay, or to collect and remit, to any Government (national, state, or local) and which are imposed on or measured by the sale.
- 4. Transfer of Property and Risk of Loss.** KSi retains the right and title to the products sold to Buyer until KSi is paid in full for the products. Buyer shall obtain the right and title to the products upon payment to KSi of the purchase price and any taxes, excise or other charges. The right of loss, including, but not limited to the risk of loss, theft, damage or destruction, transfers to Buyer F.O.B. KSi.
- 5. No Set-Off.** Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to KSi shall be made without KSi’s prior, express written approval.

6. **Patents.** KSi reserves the right to discontinue deliveries of any products, the manufacture, sale, or use of which would, in KSi's opinion, infringe upon any U.S. patent, trademark or design now or hereinafter issued, registered, or existing and under which KSi is not licensed.
7. **Disclaimer of Warranties.** THE WARRANTIES SET FORTH HEREIN OR IN KSI'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY KSI IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. KSI MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND KSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE KSI IN WRITING. KSI'S SOLE OBLIGATION FOR A REMEDY TO BUYER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

KSi shall have no obligation under the warranty set forth above if Buyer:

- (a) fails to notify KSi in writing during the warranty period of a non-conformity; or
  - (b) uses, misuses, or neglects the Product in a manner inconsistent with the Product's specifications or use or maintenance directions, modifies the Product or improperly installs, handles, or maintains the Product; or
  - (c) services the Product, unless Buyer received written authorization prior to the performance of such services.
8. **Limitation of Liability.** No claim by Buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL KSI BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

- 9. Inspection.** Buyer shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Buyer to provide KSi with written notice of a claim within 30 days from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Buyer of all claims with respect to such products. Any returned products will be subject to a 15% restocking fee based on the purchase price, with Buyer being responsible for return shipping.
- 10. Excuses for Non-Performance.** If the manufacture, transfer, or receipt by either party of any products covered hereby is prevented, restricted, or interfered with by reason of any event beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing, except with respect to payment obligations.
- 11. KSi's Rights.** If Buyer should fail in any manner to fulfill the terms and conditions hereof, KSi may defer further shipments until such default is cured. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to KSi. If for any reason, the quantities of the products covered hereby or of any materials used in the production of the products reasonably available to KSi shall be less than KSi's total needs for its own use and for sale, KSi may allocate its available supply of products among its existing or prospective purchasers and/or its own departments, divisions and affiliates in such manner KSi deems proper in KSi's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to perform this agreement.
- 12. Governing Law.** This Agreement shall be construed, and the respective rights and duties of Buyer and KSi shall be determined, according to the laws of the State of Kansas, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 13. Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to these Terms and Conditions of Sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three arbitrators sitting in Nemaha County, Kansas. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Kansas. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award consequential damages, indirect damages, special damages, exemplary damages, punitive damages, or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the

sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

- 14. No Assignment.** This contract between Buyer and KSi is not transferable by either party without the prior written consent of the other party, except that KSi may assign this Agreement without Buyer's consent to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of KSi's assets. Any assignment without such consent shall be null and void.
- 15. Compliance with Laws; Export Laws.** Buyer and KSi shall comply with all applicable international, national, state, regional, and local laws and regulations with respect to their performance of this Agreement. Buyer agrees to adhere to all applicable US Export laws and regulations with respect to the products.
- 16. Miscellaneous.** These KSi's Terms and Conditions of Sale are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Buyer or submitted to KSi. No waiver by KSi of any of KSi's Terms and Conditions of Sale or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur because of the failure to enforce any term or condition of these KSi's Terms and Conditions of Sale. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these KSi's terms and Conditions of Sale.