

October 19, 2022

K.R. KOMAREK INC. GENERAL TERMS AND CONDITIONS OF SALE

I. GENERAL

These General Terms and Conditions of Sale (the "Terms") set forth the terms and conditions pursuant to which the buyer (the "Buyer") will purchase and K.R. Komarek Inc. ("KRK") will sell any industrial machines, accessories and/or attachments, including spare or replacement parts (collectively, the "Equipment") sold hereunder.

II. ACCEPTANCE

2.1 All purchase orders of Buyer shall, unless otherwise agreed in writing by KRK, be in writing and set forth the quantity of the Equipment desired, the specifications therefor, the desired delivery date, and all other relevant information necessary to effectuate shipment of the Equipment by KRK. KRK's sale of any Equipment is expressly conditioned upon Buyer's agreement and assent to these Terms. Any acceptance of KRK's offer is expressly limited to acceptance of these Terms. Any purchase order from Buyer to KRK shall constitute Buyer's assent to these Terms. KRK's quotation ("Quotation") as supplemented by these Terms shall hereinafter be referred to as the "Contract."

2.2 Any additional, inconsistent or contrary terms provided by Buyer are hereby rejected and shall not become part of this Contract or any sale of Equipment to Buyer unless specifically accepted in writing by an authorized representative of KRK.. The terms and conditions of the Contract and/or these Terms may not be modified, amended, waived, superseded, or rescinded, except, however, by a writing signed by an authorized officer of KRK.

III. MODIFICATION OF MATERIAL FURNISHED BY KRK

3.1 All drawings, specifications, blueprints, measurements and other material furnished to Buyer by KRK are subject to modification by KRK and are not binding in detail unless so stated in writing by KRK.

3.2 Prices listed in any catalogues, folders, circulars, advertisements, price lists or other materials furnished to Buyer by KRK are subject to modification.

3.3 KRK reserves the right to correct clerical and typographical errors at any time.

3.4 KRK reserves the right to modify, improve, or discontinue Equipment at any time, without notice.

IV. PRICES

4.1 Unless a different time period is agreed to by KRK in writing, written price quotes shall be valid for thirty (30) days from the date of the Quotations, but are subject to change at any time thereafter prior to shipment of the Equipment. In addition, KRK reserves the right to change prices, after shipment of the Equipment and before full payment is received, to reflect changes in import duties, surcharges, currency parity or other governmental action which affects the total cost of the Equipment.

4.2 Freight, insurance, packing, assembly, commissioning services and any such other costs incurred in respect of the Equipment are not included in the price nor are any governmental sales, use, value added or similar taxes which are assessed against the Equipment or in connection with the sale of the Equipment.

Any such charges paid by KRK are for the account of Buyer, and Buyer agrees to reimburse KRK for any such sales, use, value-added or similar taxes paid in connection with the sale of the Equipment.

V. DELIVERY/CANCELLATION OF ORDER

5.1 Delivery of the Equipment shall be made as set forth in the Quotation. The International Chamber of Commerce's Incoterms 2020 shall apply to the delivery terms used in the Quotation.

5.2 Unless specifically stated in writing by KRK, any delivery dates indicated in the Quotation are only estimates. They shall not operate to bind KRK to ship or deliver the Equipment on the dates indicated. KRK reserves the right to make partial shipments of the Equipment and to submit separate invoices to Buyer for each such partial shipment. If Buyer shall default in its obligations in regard to any partial shipment, KRK may suspend any additional partial shipments unless and until Buyer shall have cured such default.

5.3 In the event KRK expressly agrees in the Quotation to be bound by specific delivery date(s), such delivery dates are subject to change for any cause which interferes with KRK's production, supply or transportation of the Equipment (whether or not caused or contributed to by KRK's negligence or fault), including, but not limited to, any event of Force Majeure. The term "Force Majeure" is hereby defined as any cause not within KRK's reasonable control. Events of Force Majeure shall include, without limitation, acts of god, strikes, lockouts, work stoppages or other labor or industrial disturbances, wars, blockades, quarantine restrictions, embargoes, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, civil disturbances, explosions, partial or entire failure of production facilities, inability to obtain transportation, shortages of raw materials or labor, governmental acts or laws, ordinances, rules and regulations or temporary failure of electric power.

5.4 Without limiting the generality of the foregoing clause, in the event that KRK fails to comply with agreed delivery dates, elects to make partial shipments, or fails to perform its obligations in accordance with any other time limits, KRK shall not incur any liability whatsoever for any direct, indirect, consequential, incidental or special damages (including claims for loss of profits or customers' claims arising out of, or relating to, changes in delivery dates, partial shipments or untimely performance) which may be incurred by Buyer.

5.5 At any time prior to shipment of the Equipment by KRK to Buyer, Buyer may, after obtaining KRK's written consent, cancel its purchase order for the Equipment, provided that the Buyer pay KRK all of KRK's costs incurred in connection with such purchase order and the Equipment (including overhead) plus a cancellation fee of twenty (20%) percent of such costs. Buyer agrees, that KRK's calculation of its costs shall be determinative absent manifest error.

VI. TITLE/RISK OF LOSS

Risk of loss or damage to the Equipment sold hereunder, shall pass to Buyer in accordance with the delivery terms indicated in the Quotation. Title to the Equipment shall remain with KRK until the final settlement of all amounts outstanding for the Equipment and all costs, expenses, or other amounts required to be paid by Buyer to KRK under the Contract or under any other agreement ("Amounts Owing").

VII. GRANT OF SECURITY INTEREST/INSURANCE

7.1 Until the passage of title pursuant to Article VI hereof, Buyer hereby grants KRK a purchase money security interest in (or, to the extent appropriate under applicable law, reserves title for, or grants to KRK a chattel mortgage in) any Equipment and in the proceeds thereof (including proceeds in the form of cash or paper that Buyer receives (i) as a result of resale of the Equipment; or (ii) as payment from an insurer for the total or partial loss of or damage to the Equipment) to secure payment of Amounts Owing. Buyer shall at no time grant any lien or other interest in the Equipment contrary to KRK's security interest. Buyer agrees to furnish to KRK all information requested by KRK in connection with the creation, perfection, preservation and enforcement of KRK's security interest in the Equipment. Buyer specifically agrees that KRK may file one or more financing statements or other documents necessary or appropriate in order to create, perfect, preserve or enforce KRK's security interest in the Equipment pursuant to the Uniform Commercial Code and other applicable law, and hereby grants to KRK a power of attorney to execute such statements or documents in Buyer's name.

7.2 Until the passage of title pursuant to Article VI hereof, Buyer shall (a) protect the Equipment from the elements, theft, and vandalism, (b) insure the Equipment for their full replacement cost against all risks customary insured against in the industry, including without limitation loss or damage due to fire, water, theft, vandalism, and acts of god (the "Insurance"), and (c) not remove the Equipment from its premises.

VIII. TERMS OF PAYMENT

8.1 Unless otherwise provided in the Quotation, Buyer shall pay to KRK within thirty (30) days of the date of KRK's invoice, the invoice price of the Equipment in full. Buyer hereby waives any right to reduce any amount due by means of counterclaim or set-off of any kind whatsoever.

8.2 Unless otherwise provided in the Quotation, payment for Equipment shall be made in U.S. Dollars by cash, check, wire transfer, or confirmed irrevocable letter of credit (which letter of credit shall be on terms satisfactory to KRK, provided, however, that payment shall not be deemed to have been made unless and until such instruments have been paid by the bank on which they are drawn). All bank charges in respect of said instruments shall be paid by Buyer immediately following his notification of such charges.

8.3 If KRK shall determine, in its sole discretion, that the financial condition of Buyer at any time jeopardizes Buyer's ability to perform its obligations under the Contract, KRK may require cash payments, immediate payment of the entire balance, or additional security satisfactory to it, or all of the foregoing, before further performance by KRK. Buyer's failure to timely and fully pay any invoice in accordance with the terms of the Contract shall operate to make all other outstanding invoices of KRK to Buyer immediately due and payable and, at the discretion of KRK, shall be grounds for cancellation of any further performance by KRK under the Contract. The receipt and acceptance by KRK of part payment shall not constitute a waiver of any of KRK's rights set forth under the Contract or provided by law. Interest will be charged daily on past due accounts at the rate of 1.5% per month or the maximum percentage permitted by applicable law, whichever is less.

IX. LIMITED WARRANTY; LIMITATION OF LIABILITY

9.1 KRK warrants that for one (1) year after the date of delivery of the Equipment, the Equipment shall be free from defects in workmanship and materials under normal use and service (the "Limited Warranty"). If any failure to conform to this Limited Warranty is reported to KRK, in writing, within one (1) year after the date of delivery of the Equipment to Buyer, KRK, upon being satisfied of the existence of such non-

conformity, shall correct the same within a reasonable period of time by repairing or causing the repair of the Equipment or by delivering a replacement to Buyer, as KRK in its sole discretion shall elect. **BUYER ACKNOWLEDGES AND AGREES THAT THE FOREGOING REMEDY SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND KRK'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.** This Limited Warranty does not cover damages or defects caused by or resulting from (i) unauthorized repairs, service, maintenance, alterations or modifications to the Equipment, (ii) negligence, accident, abuse, misuse, improper, unsuitable or abnormal usage or maintenance of the Equipment, (iii) failure to conform strictly to KRK's specifications in connection with the installation, operation, use, maintenance or repair of the Equipment, (iv) exposure to unreasonable temperatures or conditions, and (v) maintenance and usage past the specified Equipment life. Ordinary wear and tear shall not be considered a defect in workmanship or materials.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THIS SECTION 9.1 HEREOF, KRK MAKES NO WARRANTY OR REPRESENTATION AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, OR SUITABILITY OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT.

KRK DISCLAIMS ANY AND ALL LIABILITY, AND IN NO EVENT SHALL KRK BE LIABLE, WHETHER DIRECTLY OR BY WAY OF INDEMNITY, FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE AND ANTICIPATED PROFITS, DAMAGE TO PROPERTY OTHER THAN THE EQUIPMENT, INJURY TO PERSONS, AND DAMAGES TO ENTITIES NOT A PARTY TO THIS CONTRACT), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, PATENT OR TRADEMARK INFRINGEMENT OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL KRK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE EQUIPMENT AND/OR THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KRK WITH RESPECT TO THE EQUIPMENT WHICH GAVE RISE TO THE CLAIM, LOSS OR DAMAGE.

9.2 All defects covered by the Limited Warranty shall be reported by the Buyer to KRK in writing within five (5) days following the earlier of (a) the date that the Buyer discovered the same or (b) the date that the Buyer should have reasonably discovered the same. Buyer shall grant KRK both the time and the opportunity required, at KRK's equitable duration, to remedy any defects covered by the Limited Warranty. If KRK is not provided with said written notification, KRK shall not be liable for any further damage which could have been avoided if KRK had been provided with immediate written notification. Buyer has the burden of proving that all warranty claims against KRK are valid and not otherwise excluded.

9.3 KRK's liability under the Limited Warranty shall inure only to the benefit of Buyer and may not be transferred to any other person or legal entity, whether directly or by merger, operation of law or otherwise. In the event that Buyer purports to transfer the Limited Warranty to any other person or legal entity, KRK's liability thereunder shall cease and be of no further force or effect.

9.4 No Equipment shall be returned without KRK's prior written consent. Equipment which KRK consents to have returned shall be shipped by Buyer at Buyer's risk and expense, freight prepaid, to such location as KRK may designate.

9.5 In the event that the Equipment is altered or repaired by Buyer without the prior written approval of KRK, the Limited Warranty shall be null, void and of no effect. In addition, KRK shall not accept and shall not be liable for or pay any invoice for repairs to Equipment which are not authorized in writing by KRK.

9.6 In situations where it is impossible or impractical to contact KRK, Buyer shall have the right to eliminate or cause to be eliminated a particular defect in Equipment covered by the aforementioned Limited Warranty provided, however, that the labor, parts and other costs incurred in connection with the elimination of such defect shall be usual and customary for similar services provided in the locality where the Equipment is located.

9.7 If it is determined that a coating/surface treatment may increase the wear life of a component and the buyer submits written instruction (purchase order based on valid KRK quotation) to coat/surface treat the component, KRK will proceed as instructed. However, KOMAREK does not guarantee the performance of the coating/surface treatment.

X. PATENTS

10.1 KRK shall have no liability whatsoever for patent infringement as to any Equipment to the extent such Equipment is made in whole or in part to the specification or design of Buyer.

10.2 KRK shall have no liability for infringement of patents or other intellectual property rights based on the use by Buyer of the Equipment as components of a larger machine or apparatus or based on any use of the Equipment which is not in accordance with KRK's specifications.

XI. INDEMNIFICATION

11.1 Buyer covenants and agrees to install and maintain all appropriate safety warnings and instructions and all appropriate safety guards and features in connection with the use of the products by Buyer's employees, or agents of any third parties. Buyer further covenants and agrees that all Equipment shall be used and/or operated solely by duly qualified persons in a safe and reasonable manner in accordance with KRK's written instructions and applicable law or safety standards, and for the purpose for which such Equipment is intended. Buyer further covenants and agrees to appropriately instruct its employees, agents and any third parties in the permitted and safe installation, repair, maintenance and use of the Equipment.

11.2 Buyer shall defend and indemnify and hold harmless KRK, KRK's parent and affiliated companies, and their respective officers, directors, employees, contractors and agents from and against any and all costs, losses, expenses, damages, claims, liabilities and fines, including, but not limited to, attorneys' fees and court costs, resulting from or arising in connection with Buyer's use, operation, possession, maintenance, repair, transportation or installation of the Equipment (including without limitation, losses and injuries to Buyer's employees and other persons and property damage).

XII. CONFIDENTIALITY

Buyer acknowledges and agrees that all specifications, drawings, data and other technical information furnished by KRK to Buyer constitute the sole and exclusive property of KRK, are furnished solely for the purpose of KRK's performance under the Contract and may not be copied or made accessible to third parties without KRK's prior written consent. Buyer shall promptly return such specifications, drawings, data and other technical information and all copies thereof to KRK upon KRK's request. Such request may be made at any time prior to or after delivery of the Equipment. The obligations of Buyer set forth in this Section shall survive cancellation or completion of the Contract.

XIII. DEFAULT

13.1 In the event that Buyer defaults in its obligations hereunder after notice and failure to cure the same within five (5) days of KRK's written notice of such default or Buyer becomes insolvent or makes an assignment for the benefit of creditors or a petition of bankruptcy is filed against Buyer (each, an "Event of Default"), KRK shall be entitled to, in addition to all other remedies available to it hereunder or under applicable law, (a) sue for and recover damages from Buyer, (b) complete and sell to a third party any specially manufactured Equipment, without any further obligation or liability whatsoever to Buyer, (c) terminate the Contract and/or (d) enter into the premises where the Equipment may be found and take possession thereof without further proceedings or prior notice to Buyer.

13.2 Upon the occurrence of an Event of Default, KRK shall have all the rights, remedies and privileges accorded to KRK as a secured party under applicable sections of the Uniform Commercial Code and any applicable federal, state or local laws. KRK's reasonable costs and expenses (including, but not limited to, attorneys' fees and court costs) for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Equipment shall be paid by Buyer, who shall remain liable for any deficiency resulting from a sale of the Equipment and shall pay any such deficiency immediately upon demand. KRK's reasonable costs and expenses (including, but not limited to, attorneys' fees and court costs) incurred in defending against third party claims to the Equipment shall also become part of Buyer's indebtedness to KRK. The requirement of reasonable notice of sale shall be met if such notice is mailed and addressed to Buyer at the address appearing on the Quotation at least ten (10) days prior to the date of sale.

13.3 All remedies provided for in this agreement are cumulative, and may be exercised concurrently or separately. No right or remedy herein conferred upon or reserved by KRK is exclusive of any other right or remedy herein or by law or equity provided or permitted.

13.4 Buyer shall pay KRK all costs and expenses, including, without limitation, all attorneys' fees and court costs, incurred by KRK in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

XIV. MISCELLANEOUS

14.1 These Terms, together with any Quotations, order confirmations or invoices provided by KRK, constitute the entire agreement between Buyer and KRK concerning the subject matter hereof and any representation, promise, course of dealing or trade usage not contained herein will not be binding on KRK.

14.2 The invalidity or unenforceability of any one or more of the terms and conditions of the Contract shall not affect the validity or enforceability of the remaining provisions hereof, and such remaining provisions shall remain in full force and effect.

14.3 The failure or omission of either party hereto to insist, in any instance, upon strict performance by the other party of any term or condition of the Contract or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment of the future performance of any such term or condition by such party, nor shall such failure or omission constitute a waiver of the right of such party to insist upon future performance by the other party of any such term or condition.

14.4 To the extent that any discrepancies exist between a provision in these Terms and a provision in the Quotation, the provision in the Quotation shall prevail.

14.5 The laws of Illinois (without reference to its conflict of laws rules or principles) shall govern the interpretation, construction and enforcement of the Contract, any transactions made hereunder, and the relationship between Buyer and KRK. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract or any transaction hereunder.

14.6 Any suit, action or proceeding arising out of or relating to the Contract, any transactions made hereunder, or the relationship between Buyer and KRK shall be instituted in a state or federal court located in Chicago, Illinois, U.S.A. and Buyer irrevocably consents and waives all objections to the exclusive jurisdiction and venue of such courts in any such suit, action or proceeding; provided, however, that this clause shall not limit KRK's right to obtain any provisional remedy, including, without limitation, injunctive relief from any court of competent jurisdiction, as may be necessary in KRK's sole judgment. Buyer agrees not to initiate any action against KRK in any other court or forum. Any and all claims by Buyer arising out of or related to the Equipment must be filed within one (1) year of delivery of such Equipment and shall thereafter forever be barred.

14.7 THE BUYER HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY TRANSACTIONS MADE HEREUNDER.