

## Terms and Conditions of Sales

1. Offer, Acceptance. These terms and conditions (these "Terms") are deemed part of all quotes, agreements, purchase orders, acknowledgments, price lists, catalogs, manuals, brochures, proposals and other documents, whether electronic or in writing, relating to the sale of Products, Software Products, Services, or Systems by Promasafety USA LLC and its subsidiary and affiliated companies ("Promasafety"). Promasafety objects to any terms or conditions proposed in Buyer's purchase order or other documents which are inconsistent with, or in addition to, these Terms. Promasafety may, at any time, and at its sole discretion, modify these Terms and Conditions of Sale. Any such modification will be effective immediately.
2. Promasafety Products and Software, Services and Systems. (a) "Products". Subject to the terms and conditions hereof, Promasafety will sell to Buyer the products as listed in the Proposal, including Software Products and Systems unless specifically excluded. (b) "Services". Promasafety will sell to Buyer the services described in the Scope of Work (or equivalent document) delivered or approved in writing by an authorized employee of Promasafety. Promasafety's schedule for performing these Services shall also be set forth in the Scope of Work. (c) "Systems". The Products sold to Buyer by Promasafety may be integrated by Promasafety, through its performance of Services at Promasafety's location or at the Premises, into a System. The functions and requirements of the System shall be as set forth on the functional requirements specification (or equivalent documents) delivered by Promasafety or approved in writing by an authorized officer of Promasafety.
3. Prices; Payment Terms. (a) Prices. All prices stated are current, subject to change without notice by Promasafety. Promasafety reserves the right to increase or decrease prices on any unshipped portions of outstanding orders. (b) Invoices. Payments for Products and Services are due net 30 days unless otherwise stated in the invoice. (c) Service Time; Etc. Unless otherwise specified in the Scope of Work, Buyer shall pay Promasafety for service time (including travel time) by Promasafety employees and agents at the customary listed rates for such employees multiplied by the number of hours spent on such project by such person. (d) Reimbursable Expenses. Buyer shall reimburse Promasafety for all out-of-pocket expenses incurred by Promasafety employees or agents while performing work hereunder, including with respect to travel, lodging, meals, and related items plus an administrative fee equivalent to 10% of such

expenses. (e) Change orders. Any change orders or additional work requested by Buyer will be invoiced separately according to standard Promasafety listed rates, unless otherwise mutually agreed by the parties in writing.

4. Discounts. Cash discounts, if any, will apply only on the net amount of invoices sent to Buyer after deducting transportation charges, taxes and duties, and will be allowed only if (i) the invoice is paid according to Promasafety' s payment terms and (ii) Buyer has no past due amounts.
5. Interest. Promasafety, at its option, may charge Buyer 1-1/2% interest per month or the maximum legal rate, whichever is less, on any balance not paid within the stated terms. Buyer will pay Promasafety' s attorneys' fees and other costs incurred by Promasafety in the collection of any amount invoiced and due hereunder.
6. Minimum Order Requirements. Promasafety will accept no order less than \$200 net billing.
7. Security Interest / Title to Product.
  - A. FOR U.S. CUSTOMERS. Promasafety reserves title to Products until all of Promasafety' s claims to remuneration and all other outstanding claims (if any) from the business relationship with Buyer have been settled. Promasafety hereby further reserves a purchase money security interest in the Products sold and the proceeds thereof, in the amount of the purchase price of the Products. In the event of default by Buyer of any of its obligations to Promasafety, Promasafety shall have the right to repossess the Products sold hereunder and without liability to Buyer. In such event, Buyer agrees to make the Products available to Promasafety so that Promasafety can repossess them without a breach of the peace. These security interests will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, to perfect Promasafety' s security interest. On request of Promasafety, Buyer will execute financing statements and other instruments Promasafety shall desire to perfect its security interest.
  - B. FOR NON-US CUSTOMERS. Promasafety reserves title to Product ("Goods with Title Reserved") until all Promasafety' s claims to remuneration and all other outstanding claims (if any) from the business relationship with Buyer have been settled. a. The Buyer is

obligated to treat the Goods with Title Reserved with due care, and, to adequately insure them at its own expense. Any combination, blending, processing or transformation of the Goods with Title Reserved is performed exclusively on Promasafety 's behalf; Promasafety acquires a pro rata joint ownership of the finished product or new item proportional to the value of the Goods with Title Reserved to the value to the other, processed items at the end of the processing.

8. Buyer hereby assigns to Promasafety its future claims from passing on the Goods with Title Reserved up to the invoice value (including any value added tax) of the Goods with Title Reserved until all of Promasafety' s claims have been paid in full; Promasafety hereby accepts the assignment with priority over any other claims Buyer may have. Promasafety is entitled to disclose this assignment at any time to secure Promasafety' s payment claims. Buyer is not permitted to offer Goods with Title Reserved as a pledge or security.
9. If a third party seizes or attaches the Goods with Title Reserved, Buyer shall notify the third party of Promasafety's ownership rights and shall immediately notify Promasafety in writing. Buyer shall bear all costs for any action claiming title to the attached property and any other actions against such a third-party attachment.
10. In case of Buyer's breach of contract, in particular default in payment, or in case of insolvency, bankruptcy, or similar proceedings or if suspension of payments may be reasonably expected, Promasafety can take back the Goods with Title Reserved, or alternatively demand that Buyer's claim against a third party to return the Goods with Title Reserved be assigned to Promasafety and/or withdraw from the contract. These rights exist even if the claims secured thereby have become time barred. Taking back the Goods with Title Reserved does not require Promasafety's withdrawal from any contract. A withdrawal from a contract only occurs if Promasafety has expressly declared such in writing. Promasafety is entitled to dispose of the Goods with Title Reserved and set off the proceeds against any of its claims against Buyer.
11. Promasafety is entitled to demand return of Goods with Title Reserved, Buyer grants Promasafety the irrevocable and unconditional right of access to Buyer's business premises and operational facilities during normal working hours for the purpose of collecting the Goods with

Title Reserved. Governmental Approvals. Buyer shall be responsible for, and shall bear all costs involved in, obtaining any government approvals required for the importation or sale of the Products or Services.

12. Taxes. All taxes, duties and other governmental charges (other than general real property and income taxes), including any interest or penalties thereon, imposed directly or indirectly on Promasafety or required to be collected directly or indirectly by Promasafety for the manufacture, production, sale, delivery, importation, consumption or use of the Products or Services sold hereunder (including customs duties and sales, excise, use, turnover and license taxes) shall be charged to and remitted by Buyer to Promasafety.
13. Financial. If the financial position of Buyer at any time becomes unsatisfactory to Promasafety, Promasafety reserves the right to stop shipments or Services or require satisfactory security or payment in advance. If Buyer fails to make payment or otherwise comply with these Terms or any related agreement, Promasafety may (without liability and in addition to other remedies) stop performing any Services, cancel any unshipped portion of Products sold hereunder, and stop any Products in transit until Buyer pays all amounts, including amounts payable hereunder, whether or not then due, which are owing to it by Buyer. Buyer shall in any event remain liable for all unpaid accounts.
14. Rescheduling, Cancellation; Etc. Except as indicated in Section 15(f) with respect to installation of Products, Orders are not subject to rescheduling or cancellation unless Buyer indemnifies Promasafety against all related costs or expenses. The minimum compensation will be 40% of the total order. If the customer postpones or cancel a services order the penalty will be for 40% of the total services order.
15. Force Majeure. Promasafety shall not be liable for any delay or failure in delivery resulting from causes beyond its control, including earthquakes, fires, floods, strikes or other labor disputes, shortage of labor or materials, accidents to machinery, acts of sabotage, riots, delay in or lack of transportation or the requirements of any government authority.
16. Shipping; Delivery; And Service Performance. Unless otherwise expressly agreed in writing by Promasafety:
  - i. Shipments shall be by a carrier selected by Promasafety; Promasafety will not drop ship except in "break down" situations.
  - ii. Such carrier shall act as the agent of Buyer and delivery to such carrier shall constitute delivery to Buyer.
  - iii. Sales and shipments of all other Products shall be ExWorks (Promasafety factory or warehouse as applicable) unless otherwise stated in writing by Promasafety, at which

point title and risk of loss shall pass from Promasafety to Buyer; provided that Promasafety shall retain a security interest in the Products until the full purchase price is paid.

- iv. Promasafety will perform Services at the time, at the location, and in accordance with the Scope of Work each as agreed to in writing by the parties.

17. Claims. Any claim by Buyer against Promasafety for shortage or damage to the Products occurring before delivery to the carrier must be presented in writing to Promasafety within 30 days of receipt of shipment and include the original transportation bill signed by the carrier noting that the carrier received the Products from Promasafety in the condition claimed. Any claims by Buyer related to Promasafety's performance of Services must be presented in writing to Promasafety within 30 days of knowledge of the claim.
18. Buyer Obligations. (a) Items Required for Installation. In connection with Promasafety's installation of the Products, and performance of Services, at the Premises, Buyer will furnish any conduit, holes, wireways, plans, equipment, space, temporary and permanent power and other utilities, and all other items and services reasonably required for the installation and integration of the Products and the other Services to be provided in accordance with the Scope of Work. Promasafety may rely on all information provided by Buyer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. (b) Preparation for Installation. Buyer will prepare the Premises in accordance with Promasafety's written installation instructions and will coordinate the relocation of its work force to accommodate Promasafety's installation personnel, and timely inspect and acknowledge all pre-installation and installation work performed by Promasafety. Buyer will move any items which must be moved to enable Promasafety to perform. Any idle time spent at Buyer's Premises for which Buyer is responsible will be billed according to the terms and conditions contained herein. (c) Safe Work Environment. (1) Buyer will provide a safe work environment for Promasafety personnel. Buyer's obligations include, but are not limited to: (i) notifying Promasafety, prior to the commencement of any work under a Proposal, of any environmental hazards, including the presence of friable asbestos, which are present in the Premises; (ii) removing or abating, at its expense, the risk posed by any such environmental hazards when required by law or deemed necessary by Promasafety; and (iii) adopting, at its expense, any other work site safety measures required by law or deemed necessary by Promasafety. (2) Notwithstanding any other part of the Proposal: (i)

Promasafety shall have the right to suspend performance or to pursue any other remedies provided for under this Agreement where Buyer delays or fails to comply with this provision; and (ii) if any of the measures described above are unreasonably expensive, Buyer may request that Promasafety suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided that Promasafety may terminate a Proposal if any such suspension lasts longer than thirty (30) days. (d) Storage of Products. Promasafety and Promasafety-designated subcontractors may store a reasonable amount of Products, materials, tools and other items necessary for the performance of Services or installation on the Premises or in such other secure locations as Buyer may designate, at no charge. Buyer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Buyer's facilities when Promasafety personnel are not available to accept delivery and place or direct the placement of such items on the Premises or other secure location(s). In the event that the Buyer accepts delivery of any items under this Agreement, it will promptly notify Promasafety of the delivery and location of the items delivered. (e) Concealed and Latent Conditions. Promasafety is entitled to increased compensation and time for completion if it encounters concealed physical conditions which differ materially from those indicated in any documents provided in connection with a Proposal or otherwise represented by Buyer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation or maintenance activities contemplated by a Proposal, if such conditions would materially interfere with, delay or increase cost of performance under a Proposal. (f) Change Orders. Buyer may request in writing changes in the Products and Services or the scheduling dates contained in any Proposal. Promasafety will respond in writing within with reasonable promptness confirming receipt of Buyer's change notice with an assessment of the impact on scheduling and costs. Buyer will accept or reject Promasafety's change notice response within ten days. The Proposal will be amended to include any agreed changes when Promasafety's change notice response is signed by authorized personnel of Promasafety. Change notices will then be implemented immediately. If Buyer rejects Promasafety's response, then Buyer and Promasafety will negotiate in good faith to reach agreement. If no agreement is reached, Promasafety will continue to perform the original Scope of Work.

19. Acceptance. (a) General. Following installation of the applicable Products or the provision of other Services, such Products or Services

shall be subjected to the Acceptance Testing, if any, specified in the Scope of Work. When the Products or Services have passed the Acceptance Testing criteria in all material respects, Buyer will accept the Products or Services and document such acceptance by signing a Certificate of Acceptance in the form furnished by Promasafety. (b) Beneficial Use. In the event Buyer does not accept the installed Products or Services, it will give Promasafety prompt written notice specifying the material nonconformity giving rise to the rejection and allow Promasafety the right to cure within a reasonable time and manner. In the absence of written notice to Promasafety of any material nonconformity within ten days following completion of any Acceptance Testing, or if no Acceptance Testing is specified in the Scope of Work, within ten days of installation, or in the event Buyer deploys the Products or Services for its beneficial use, the Products or Services will be deemed accepted by Buyer.

20. Warranties. (a) Products Exclusive Warranty. Promasafety's exclusive warranty is that the Products (exclusive of Systems and Software Products) will be free from defects in materials and workmanship for a period of twelve months from the date of sale by Promasafety (or such other period expressed in writing by Promasafety). Notwithstanding the foregoing, the foregoing warranty excludes items subject to normal wear which require replacement under normal use. (b) Software Products. Software Products are provided "AS IS" and "WITH ALL FAULTS" and Promasafety makes no warranty that the operation of Software Products will be uninterrupted or error free. (c) Services. Promasafety will perform the Service in accordance with Promasafety's customary procedures, and warrants the Services against defects in workmanship for a period of thirty days after acceptance by Buyer. (d) Systems. Promasafety's exclusive warranty is that the System will function materially in accordance with the functional requirements specification provided, or agreed to in writing, by Promasafety for a period of twelve months from the date of sale or, if installed by Promasafety, the date of installation, whichever is later. (e) Limitations. PROMASAFETY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROMASAFETY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS OR SERVICES. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE PRODUCTS OR SERVICES WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. Promasafety further

disclaims all warranties, implied conditions or responsibility of any type, statutory or otherwise for claims or expenses based on infringement by the Products or otherwise of any intellectual property right. (f) Pre-Existing Conditions; Etc. Buyer acknowledges that it shall be fully responsible for any pre-existing conditions, including hazardous or environmental waste of any type, and Buyer shall take full responsibility for any such conditions and waste. (g) Buyer Remedy. (1) Products. Promasafety's sole obligation hereunder shall be to replace (in the form originally shipped with Buyer responsible for labor charges for removal or replacement thereof) the non-complying Product or, at Promasafety's election, to repay or credit Buyer an amount equal to the purchase price of the Product; provided that in no event shall Promasafety be responsible for warranty, repair, indemnity, or any other claims or expenses regarding the Products unless Promasafety's analysis confirms that the Products were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse or inappropriate modification. Return of any Products by Buyer must be approved in writing by Promasafety before shipment. On site labor to repair or replace any failed part is provided at no cost during the warranty period. Buyer is responsible for portal to portal travel and expenses incurred to reach the Premises if Products cannot be returned. Promasafety Companies shall not be liable for the suitability or unsuitability or the results from the use of Products in combination with any electrical or electronic components, circuits, system assemblies or any other materials or substances or environments. Any advice, recommendations or information given orally or in writing, are not to be construed as an amendment or addition to the above warranty. (2) Services. Buyer's sole remedy for defective Services shall be Promasafety's re-performance of the work, provided that in no event shall Promasafety be responsible for warranty, repair, indemnity, or any other claims or expenses regarding the Services unless Promasafety's analysis confirms that the products/equipment for which such Services were provided were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse or inappropriate modification. (h) The components manufactured by Promasafety's suppliers may have warranty provision including, without limitation, expiration time, different than this warranty. Promasafety will supply the information to Buyer to allow warranty claims to the specific manufacturers of the components upon specific requests.

21. Limitation on Liability; Etc. PROMASAFETY COMPANIES SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED

WITH THE PRODUCTS OR SERVICES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY. Further, in no event shall liability of Promasafety Companies exceed the individual price of the Product or Service hereunder upon which liability is asserted.

22. Indemnities. Buyer shall indemnify and hold harmless Promasafety Companies and their employees from and against all liabilities, losses, claims, costs and expenses (including attorney's fees and expenses) related to any claim, investigation, litigation or proceeding (whether or not Promasafety is a party) which arises or is alleged to arise from Buyer's acts or omissions under these Terms or in any way with respect to the Products or Services. Without limiting the foregoing, Buyer (at its own expense) shall indemnify and hold harmless Promasafety Companies and defend or settle any action brought against any such Promasafety Company to the extent based on a claim that any Product or Service made to Buyer specifications infringed intellectual property rights of another party.
23. Property; Confidentiality. Any intellectual property in the Products or Services is the exclusive property of Promasafety Companies and Buyer shall not attempt to duplicate it in any way without the written permission of Promasafety. Unless otherwise expressly agreed to in writing by Promasafety, notwithstanding any charges to Buyer for engineering or tooling, all engineering and tooling shall remain the exclusive property of Promasafety. All information and materials supplied by Promasafety to Buyer relating to the Products or Services are confidential and proprietary, and Buyer shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party. Buyer shall not remove any copyright, trademark, service mark or other proprietary rights notice attached to or included on any Products or in any information or materials supplied by Promasafety.
24. Export Controls. Buyer shall comply with all applicable laws, regulations and licenses regarding (i) export of products or information; (ii) sale of products to "forbidden" or other proscribed persons; and (iii) disclosure to non-citizens of regulated technology or information.
25. Miscellaneous. (a) Waiver. No failure or delay by Promasafety in exercising any right and no course of dealing between Buyer and Promasafety shall operate as a waiver of rights by Promasafety. (b) Assignment. Buyer may not assign its rights hereunder without Promasafety's written consent. (c) Law. These Terms are governed by the law of the jurisdiction of the home office of the Promasafety company from which Buyer is purchasing the Products or Services (without regard to conflict of law principles). (d) Amendment. These Terms constitute the entire agreement between Buyer and Promasafety

relating to the Products, and no provision may be changed or waived unless in writing signed by the parties. (e) Severability. If any provision hereof is rendered ineffective or invalid, such provision shall not invalidate any other provision. (f) Setoff. Buyer shall have no right to set off any amounts against the amount owing in respect of this invoice. (g) Definitions. The following words have the prescribed meanings: "Acceptance Testing" means the acceptance testing for the Products as specified in the Scope of Work; "including" means "including without limitation"; "Promasafety Companies" (or similar words) mean PROMASAFETY USA LLC and any direct or indirect subsidiary or affiliate thereof; "Premises" mean the Buyer's facility or location specified in a quote or in the Scope of Work at which the Products will be installed or Services performed; "Proposal" means any quotes, agreements, purchase orders, acknowledgments, price lists, catalogs, manuals, brochures and other documents, whether electronic or in writing and related documentation with respect to Products and Services prepared by Promasafety and submitted to Buyer in connection herewith; "Scope of Work" means the duties of Promasafety and Buyer as described in the scope of work included herewith as part of the Proposal.