

BAUSCH + STROEBEL MACHINE COMPANY, INC
TERMS AND CONDITIONS OF SALE AND SERVICE

January 2, 2024

1. **Written Confirmation Required:** Our offers are non-binding. No contract shall have been made until our written confirmation of order has been given. The scope of our performance shall be set down exclusively by our written confirmation of order, including the written schedules and amendments thereto. Modifications shall be effective only upon our written confirmation.

2. **Warranties:**

Sale of Products: The manufacturer's warranty is the only warranty applicable to any products sold by Bausch + Stroebel Machine Company, Inc. ("Bausch + Stroebel"). As used herein, "products" shall mean all products, repairs, and installations provided by Bausch + Stroebel.

Services: All services performed by Bausch + Stroebel will be performed in a workmanlike manner, with professional diligence and skill, and using sound and professional principles in accordance with normally accepted industry standards. We are entitled to commission third parties to perform part or all of our services.

Limitations on Warranties: EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, BAUSCH + STROEBEL DISCLAIMS ALL OTHER WARRANTIES RELATING TO PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Buyer assumes all risk and liability resulting from use of the products, whether used singly or in combination with other products. No warranty shall apply to any product which has been modified, repaired or altered, except by Bausch + Stroebel, or which has not been maintained or applied in accordance with any handling or operating instructions supplied by Bausch + Stroebel, or which has been subjected to unusual physical or electrical stress, misuses, abuse, negligence or accidents, or which has been purchased from a third party, or which has been combined with a product purchased from a third party. No warranty agreement will be effective until Buyer has paid the full amount owed for any products or services, including finance charges and any other applicable fees. The warranties set forth herein, and Bausch + Stroebel's obligations with respect thereto, are exclusively for the benefit of Buyer, and Bausch + Stroebel shall have no obligations to Buyer's customers. Any services performed by Bausch + Stroebel for Buyer's customers are performed at the sole discretion of Bausch + Stroebel and will not be deemed to create any contractual obligation of Bausch + Stroebel to any of Buyer's customers.

3. **Bausch + Stroebel's Obligations:**

Non-Conforming Products: Bausch + Stroebel's exclusive obligation with respect to any nonconforming product shall be, at Bausch + Stroebel's option, to repair or replace such product so that it substantially conforms with the specifications contained in the written confirmation of order.

Non-Conforming Services: Bausch + Stroebel's exclusive obligation with respect to any nonconforming services shall be to provide replacement services as Bausch & Stroebel and Buyer may mutually agree.

Limitations on Obligations: THE FOREGOING ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY BY BAUSCH + STROEBEL WITH RESPECT TO ANY PRODUCT OR SERVICE. No claim of any kind, whether as to services, products delivered, or non-delivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products or services in respect of which damages are claimed. Failure to give notice of a claim that a product is broken or damaged within ten (10) days from date of delivery shall constitute a waiver by Buyer in respect of such claim. Failure to give notice of any other claim within sixty (60) days from date of delivery, or the date fixed for delivery (in the case of non-delivery), or date of service, as applicable, shall constitute a waiver by Buyer of all claims in respect of such products or services. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Bausch + Stroebel. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party, and whether or not such party has been advised of the possibility of such damages. No liability shall result from delay in performance or nonperformance directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation (in each case, "Force Majeure").

4. **Service Conditions:** Preliminary cost estimates regarding the cost and duration of service are approximate only and are not binding. The daily working time (including travel time) of Bausch + Stroebel technicians is 8 hours per day, Monday to Friday in accordance with the schedule set forth in Bausch + Stroebel's then-current Service Call Rates, a copy of which is available upon request. Additional work or travel time is charged at overtime rates. Expenses related to technician travel shall be incurred by Buyer in accordance with Bausch + Stroebel's then-current rate schedule, a copy of which is available upon request. Should the start or completion of service be delayed by unforeseeable reasons, Buyer will be charged for all costs arising therefrom in respect to waiting periods, including intervening return travel by Bausch + Stroebel technicians. If a product or machine cannot be taken into service for reasons which the Buyer is responsible, so that another service call becomes necessary, all expenses arising therefrom will be charged to the Buyer. Bausch + Stroebel is in no way liable to Buyer if Bausch + Stroebel is not in a position to dispatch technicians within a reasonable time where Bausch + Stroebel is prevented from doing so as a result of dispositions by competent authorities, Force Majeure, a lack of suitable persons, or if Buyer does not make arrangements in sufficient time for Bausch + Stroebel to allocate technicians. Buyer shall make available auxiliary installation staff (including plumbers, handymen, and joiners) at its own expense and risk. Bausch + Stroebel recommends two technically qualified and experienced persons work with Bausch + Stroebel's technicians, to be subsequently responsible for the operation of the products. Equipment and tools may also be required by Bausch + Stroebel's technicians for service or installation of products. In the event that Bausch + Stroebel is required to ship its own tools to Buyer's location, Buyer will pay the cost of such shipping. Buyer must provide all "upstream" connections to the products, such as electricity and compressed air.

5. **Use of Products:** Buyer acknowledges that it has received and is familiar with Bausch + Stroebel's labeling and literature, including application instructions, concerning the products sold hereunder and will forward such information to its employees who handle such products. Bausch + Stroebel reserves all ownership and copyrights to samples, cost estimates, drawings, documentation and similar information of a tangible or intangible nature in any form; they may not be made available to third parties without Bausch + Stroebel's prior express written consent.
6. **Prices:** Prices for sales of products are quoted FOB (according to Incoterms 2023) Bausch + Stroebel's warehouse, and Buyer will be responsible for all costs of shipping and handling, unless indicated otherwise. Repairs and other services shall be invoiced at Bausch + Stroebel's then-current Service Call Rates, as the same may change from time to time. Any prices quoted by Bausch + Stroebel are net of any and all applicable sales taxes and similar taxes. Buyer is solely responsible for payment of any and all such taxes and shall pay the same at the time of payment of the purchase price unless Buyer has provided Bausch + Stroebel with satisfactory evidence that Buyer is exempt from sales tax. In the event that Bausch + Stroebel determines, following Buyer's payment for any goods or services, that the sale of such goods or services was subject to any sales or similar tax, Buyer will pay the amount of such tax to Bausch + Stroebel upon demand.

Any fees associated with third party paying services will be the responsibility of the purchaser and invoiced accordingly.
7. **Risk of Loss – Sale of Products:** Bausch + Stroebel assumes no liability for any delay, damage or breakage after delivery has been made to the carrier.
8. **Payment Terms:** Payments shall be made to Bausch + Stroebel Machine Company, Inc., 10 Thompson Road, Branford, Connecticut 06405. Buyer agrees to pay for products and services in accordance with invoice terms. Invoices must be paid in full by the stated due date; partial payment is not acceptable. Checks received by Bausch + Stroebel which are intended as partial payment may, at Bausch + Stroebel's option, be held in suspense pending receipt of the outstanding invoice balance. Only when complete payment has been received will the invoice be deemed paid. If payments are made beyond the stated terms, Bausch + Stroebel reserves the right to impose a service charge of the lesser of 1.5% per month or the maximum amount allowed by law until paid in full. In the event that Bausch + Stroebel is required to take action to collect an unpaid invoice, Buyer shall reimburse Bausch + Stroebel for Bausch + Stroebel's collection expenses including reasonable attorneys' fees and court costs. Returned checks will be subject to a \$50.00 charge. In the event Buyer fails to fulfill Bausch + Stroebel's terms of payment, or in case Bausch + Stroebel shall have any doubt at any time as to Buyer's financial responsibility, Bausch + Stroebel may decline to make further deliveries or render further services except upon receipt of cash or satisfactory security; and in that event Bausch + Stroebel shall have the right, in response to inquiries from Buyer's customers, to inform such customers of the reasons why Bausch + Stroebel has declined to make further deliveries or render further services. Buyer must make any requests for expense documentation in advance of the incurrence of the expense, and Bausch + Stroebel shall provide only such expense documentation as is reasonably available. In the event an order is cancelled, Bausch + Stroebel reserves the right to invoice according to the percentage of work completed on the cancelled order.
9. **Dates of Delivery and Service:** Requested delivery and service dates and times will be adhered to as closely as order lead time, availability and transportation services will allow. However, Bausch + Stroebel Machine Company, Inc. assumes no liability for any expenses that relate directly or indirectly to variations in dates and times for delivery of products or services. All deliveries will be made by Bausch + Stroebel's designated shipping carrier.
10. **Retention of Title:** Ownership to delivered products shall not pass to Buyer until payment has been made in full. Buyer may neither pledge nor assign any products as security prior to the passage of title. Buyer must inform Bausch + Stroebel without undue delay in the event of attachments and seizures or other dispositions by third parties. In the event of actions against Buyer in breach of contract, including, but not limited to, for default of payment, Bausch + Stroebel shall be entitled to repossession following a notice of default, and customer shall be obliged to surrender possession. The enforcement of the retention of title and the pledge of the subject of delivery by Bausch + Stroebel shall not be deemed to be a rescission of contract. An application for the initiation of insolvency proceedings concerning the Buyer shall entitle Bausch + Stroebel to rescind the contract and demand immediate return of products.
11. **Returns:** Products may not be returned without Bausch + Stroebel's prior written agreement and then only within sixty (60) days after sale and in the manner prescribed by Bausch + Stroebel. Bausch + Stroebel may charge a restocking fee of not more than 20% of the cost of the returned products. Bausch + Stroebel will refuse to accept any returns for which shipping charges have not been prepaid. Bausch + Stroebel will refuse to accept any returns for custom products.
12. **Allocation:** If for any reason, including but not limited to Force Majeure, Bausch + Stroebel is unable to supply the total demand for products specified herein, Bausch + Stroebel may distribute its available supply among any or all purchasers on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
13. **Buyer Obligations.** Buyer is obligated to support, at Buyer's expense, Bausch + Stroebel's personnel in the performance of services. Buyer will undertake any and all measures needed for protection of Bausch + Stroebel's personnel and property at Buyer's site. Buyer will advise Bausch + Stroebel's personnel of existing safety rules, as applicable, and will advise Bausch + Stroebel of any violations of such safety rules by Bausch + Stroebel's personnel. Buyer will notify Bausch + Stroebel immediately of any hazardous situations and accidents that occur in the course of performance of services.
14. **Technical Assistance from Buyer.** Buyer will provide Bausch + Stroebel all necessary technical assistance, at Buyer's expense, to ensure that services can be performed in a timely fashion, including without limitation the following, to the extent applicable: (a) supply of qualified support personnel; (b) transportation of items to Buyer's site, and securing of Buyer's site and materials; (c) ensuring that Buyer's site is safe and free of hazardous substances; (d) supply of necessary equipment, tools, supplies and materials; (e) ensuring the availability of the necessary power supply; (f) supply of suitable work areas and break rooms for Bausch + Stroebel personnel; and (g) supply of any manufacturer's documentation, such as

operating manuals, catalogs, and diagrams. If Buyer fails to meet its obligations, Bausch + Stroebel may, but shall not be required to, perform those obligations at Buyer's expenses, and Buyer will reimburse Bausch + Stroebel upon demand for any expenses incurred in performing such obligations.

15. **Supply of Measuring/Test Equipment.** On request, Bausch + Stroebel will advise Buyer regarding what measuring and/or test equipment will be needed in connection with Bausch + Stroebel's services. Subject to availability, Bausch + Stroebel may supply the required equipment in accordance with Bausch + Stroebel's then-current rate schedule, a copy of which is available upon request. Bausch + Stroebel reserves the right to require Buyer to place a security deposit, in an amount to be determined by Bausch + Stroebel, for equipment and tools provided by Bausch + Stroebel. If Bausch + Stroebel's equipment or tools are damaged at Buyer's site or lost through no fault of Bausch + Stroebel, Buyer will compensate Bausch + Stroebel, upon demand, for the damage or loss.
16. **Work Records; Acceptance.** Bausch + Stroebel's service personnel will maintain documentation that serves as a record of time worked and as the basis for the invoicing of services performed. Buyer is obligated to inspect these records for accuracy and to verify the accuracy of the documentation, through signature upon completion of services. Bausch + Stroebel's liability for apparent defects expires upon acceptance by Buyer.
17. **Miscellaneous:** This document, along with Bausch + Stroebel's invoice for the sale of products or services and any documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products or services sold by Bausch + Stroebel. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modification shall be effected by Bausch + Stroebel's acknowledgment or acceptance of purchase orders or other forms stipulating different conditions. Unless Buyer shall notify Bausch + Stroebel in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the products or services or payment therefor shall be equivalent to Buyer's assent to the terms and conditions hereof. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur. In the event of a conflict with or inconsistency between the terms of this document and any purchase order submitted by Buyer to Bausch + Stroebel for products or services, the terms of this document will prevail. Any terms proposed by Buyer in any purchase order or otherwise which add to, vary from or conflict with the terms herein are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Any such proposed terms shall be voided and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the agreement between the parties, subject only to modification by written instrument executed by authorized representatives of both parties. Should any provision of these Terms and Conditions of Sale and Service be or become invalid or unenforceable, the remaining provisions shall remain in effect.

Part Versions: Unless otherwise specified by Buyer, the current version of a part will always be delivered.

18. **Non-Solicitation:** As additional protection for Confidential Information, the parties agree that during the period over which Services are provided, and for one (1) year thereafter, the parties will not solicit any employee or consultant of the other party to leave the other party for any reason.
19. **Governing Law:** Any disputes regarding the sale of the products or any other matter related to this document shall be governed by the laws of the State of Connecticut and the parties hereto submit to the exclusive jurisdiction of the Courts of the State of Connecticut for any such disputes.

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