

WAGNER FIRE SAFETY, INC. TERMS & CONDITIONS OF SALE

1. The following Terms and Conditions of Sale shall govern all sales transactions that involve WAGNER Fire Safety, Inc. ("WAGNER") and shall not be altered, supplemented, amended, modified, revised, or limited in any way, without the prior written consent of WAGNER. Any inconsistent, different and/or additional terms and conditions proposed by Buyer, in any form, shall be deemed to be a modification of these Terms and Conditions of Sale and shall be of no force or effect and shall not be binding on WAGNER.

2. Prices are payable in the currency stated in the Proposal. Buyer shall further be responsible for any additional costs incurred by WAGNER as a result of Buyer's failure to perform in accordance with the Proposal. Prices are net of any import duties, sales, use, excise or other similar taxes that may be applicable to the sales transaction contemplated herein. In the event WAGNER is required by law to collect such import duties or taxes, WAGNER will add such import and/or taxes to the sales price and same shall be invoiced to and shall be paid by Buyer. Buyer shall defend, indemnify and hold WAGNER harmless from and against any and all liability to such taxes or import duties and attorney's fees or costs incurred by WAGNER in connection therewith.

3. Buyer grants to WAGNER a security interest in the equipment purchased hereunder and all its proceeds to secure payment of Buyer's obligation to WAGNER. Buyer agrees that its order or other written acceptance of this Proposal shall constitute a "security agreement" as defined in § 9.102 of the Uniform Commercial Code and Buyer authorizes WAGNER to file one or more financing statements describing the equipment in order to perfect its security interest. Furthermore, Buyer hereby appoints WAGNER as its attorney-in-fact to take any action and to execute any instrument which WAGNER may deem necessary or advisable to accomplish the foregoing. Such power of attorney is coupled with an interest. Any account balance not timely paid to WAGNER shall bear interest at the rate of 18% per annum on the unpaid balance from the due date until paid in full, but in no event shall such rate exceed the maximum rate of interest permitted by law.

4. Unless expressly stated otherwise in WAGNER's Proposal, shipment of goods shall be DAP (Delivered At Place, according to INCOTERMS 2020). Liability for loss or damage shall pass to the Buyer at this point in time accordingly and any subsequent loss or damage to the goods shall not relieve the Buyer from any of its obligations to WAGNER. Title shall pass with receipt of Buyer's payment to WAGNER. Delivery dates are estimates and WAGNER shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if WAGNER fails to meet the estimated delivery dates.

5. WAGNER warrants that, on the date of shipment, the goods to be supplied hereunder will conform to WAGNER's published specifications or other mutually agreed upon written specifications between WAGNER and Buyer and that such goods will be free from defects in material and workmanship, normal wear and tear excepted, for a period of twelve (12) months from the date of shipment; provided, however, that proper storage, handling, maintenance and operation of the goods has been effected by Buyer. Equipment and expendable parts manufactured by others are covered by the original manufacturers' warranties and are not warranted by WAGNER. All electrical components are considered expendable items and are not covered by this warranty.

WAGNER further warrants the services to be provided hereunder for a period of six (6) months from the date the service is performed. In addition to the other limitations set forth in this Proposal, WAGNER's liability for services shall be limited to cases of WAGNER's willful, reckless or grossly negligent conduct.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE OBLIGATION AND LIABILITY OF WAGNER UNDER THESE WARRANTIES SHALL NOT INCLUDE ANY TRANSPORTATION OR OTHER CHARGES OR THE COST OF INSTALLATION. IN NO EVENT SHALL WAGNER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, LOSS OF ANTICIPATED PROFIT OR OTHER ECONOMIC LOSS OR FOR ANY DAMAGES ARISING IN TORT WHETHER BY REASON OF STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IN NO EVENT WILL WAGNER'S LIABILITY EXCEED 50% OF THE PURCHASE PRICE OF THE EQUIPMENT OR SERVICES ACTUALLY PAID BY BUYER.

The liability of WAGNER hereunder or otherwise and Buyer's remedies hereunder or otherwise are solely and exclusively limited to repair or replacement of any defective equipment or performance of services incorrectly performed, during the applicable warranty period.

Buyer must obtain a Return Material Authorization (RMA) prior to returning any product for replacement or credit. All transportation charges for returned product are to be prepaid and the responsibility of the Buyer. Once an RMA is issued, Buyer must return the product within 30 days. Upon receipt WAGNER will inspect the product and, if the product passes inspection, WAGNER will issue a credit or send a replacement for the product.

6. WAGNER shall not be liable for any delay or failure to perform due to any cause beyond its reasonable control, including without limitation, acts of God, acts of the public enemy, war, outbreak of hostilities, insurrection, riot, civil disturbance, Government Act or regulation, fire, flood, casualty, accident, inability to procure

materials, partial or complete embargoes imposed by originating or connecting modes of transportation, acts or inaction of third parties or suppliers, or any other cause beyond the reasonable control of WAGNER.

7. WAGNER retains the right, prior to delivery of the equipment and without notice to the Buyer, to make any change in the composition or fabrication of the equipment which, in the opinion of WAGNER, in its sole discretion, does not affect the general characteristics or properties of the equipment or which are within governmental or professional standards or specifications applicable at the time of manufacture.

8. WAGNER will provide the Buyer with assembly drawings and service manuals that WAGNER, in its sole discretion, considers necessary for proper maintenance and operation of the equipment sold hereunder. However, nothing contained herein shall be interpreted nor construed to require WAGNER to furnish or otherwise provide Buyer with detailed shop-working drawings of the equipment and all other such drawings are, and shall remain, the sole and exclusive property of WAGNER. Moreover, it is understood by Buyer that the drawings, service and operating manuals (and any other descriptions or specifications provided to Buyer) are descriptive in nature and ARE NOT WARRANTIES OF PERFORMANCE AND ARE NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

9. During the process of the sales transaction contemplated hereunder, WAGNER may disclose information, documentation and devices which are confidential and proprietary to WAGNER (hereinafter referred to as "Know-how"). In consideration of the disclosure to Buyer of information incidental to the sale of the equipment, Buyer will keep the Know-how in strictest confidence and will not disclose the Know-how, or any portion thereof, to any third party and will limit disclosure of the Know-how to only those employees of Buyer who have a need to know such information to perform the limited task incidental to using the equipment sold to Buyer. Buyer further agrees that it will not copy, reproduce or disseminate the Know-how, in whole or in part, without the prior written consent of WAGNER. Nothing contained herein or otherwise shall be deemed nor construed to grant to Buyer, either directly or by implication, estoppel or otherwise, any right or license under any patents, copyrights, trademarks, or trade secrets of WAGNER, and no such right or license will arise from this sale or from acts, statements, or dealings resulting in or related to this sale.

10. WAGNER may cancel all or part of the contract arising from or evidenced by WAGNER's Proposal and these Terms and Conditions immediately upon the happening of any of the following, to-wit: insolvency of Buyer; the appointment of a receiver for all or

any material portion of Buyer's business, or of a custodian as that term is defined in Title 11 U.S.C., as amended (the "Bankruptcy Code"), or the commencement of a case under any chapter of the Bankruptcy Code for, by or against Buyer, Buyer's suspension or termination of business or assignment for the benefit of creditors; or any event, whether or not similar to the foregoing, which, in WAGNER's sole discretion, materially impairs Buyer's ability to perform hereunder.

11. At Buyer's request and expense, WAGNER agrees to provide Buyer technical assistance with respect to the equipment purchased hereunder. Unless otherwise stated in WAGNER's Proposal (in which case such rates shall be valid for a period of twelve (12) months), all such technical assistance provided by WAGNER shall be charged to Buyer at WAGNER's then prevailing rates and terms. WAGNER makes no warranties of any kind with respect to the technical assistance provided hereunder.

12. WAGNER's Proposal and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules and any dispute arising hereunder shall be resolved in the state or federal courts of competent jurisdiction, in Illinois. If any provision hereof shall be held invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. No right or interest in the contract arising from this document shall be assigned by Buyer, and no delegation of any obligation owed by Buyer shall be made without the prior written consent of WAGNER.

13. WAGNER's failure to exercise its rights hereunder does not waive subsequent exercise of those rights. Neither delay in exercise or partial exercise of any of WAGNER's rights hereunder shall waive further exercise of those rights.

14. Buyer will not employ, offer employment or otherwise seek to hire, directly or indirectly, any employee of WAGNER for a period of twenty-four (24) months from the date of the Proposal, except with the prior written consent of WAGNER.

15. WAGNER's status hereunder shall be that of an independent contractor to Buyer, and nothing herein shall be deemed to create a partnership or joint venture. WAGNER is not the agent, employee or servant of Buyer, and neither party shall act for or bind the other or incur any debts or liabilities in the name of the other. Neither party's employees or agents shall be considered employees or agents of the other party, including with respect to all matters relating to compliance with social security, workers compensation, employment taxes, and other governmentally imposed responsibilities.

16. WAGNER's Proposal and these Terms and Conditions constitute the entire understanding and agreement between WAGNER and the Buyer with respect to the equipment and services purchased hereunder and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between WAGNER and the Buyer. No change, modification, alteration, or addition to any provision of these Terms and Conditions shall be binding upon WAGNER unless same is contained in a writing signed by an authorized representative of WAGNER.

17. In all instances clerical errors in this document are subject to correction, at WAGNER's reasonable discretion.