

## Terms and Conditions of Sale

- Acceptance:** These Terms and Conditions of Sale shall be deemed incorporated into all purchase orders ("Orders") that Customer may place with HingeLock, LLC, ("HINGELOCK"), whether issued on a standalone basis or pursuant to a master supply agreement between HINGELOCK and Customer, and whether transmitted by mail, facsimile, email or other electronic means, and shall govern Customer's purchase of products supplied by HINGELOCK to Customer pursuant to an Order ("Products"). Any terms and conditions submitted by Customer that are inconsistent with or in addition to the terms and conditions herein are not binding upon HINGELOCK unless specifically accepted in writing by an authorized HINGELOCK representative.
- Price:** Unless specifically stated otherwise in the Order Acknowledgement, Orders are accepted on the basis that (i) payment must be made to HINGELOCK in U.S. dollars and (ii) prices do not include sales, value added, use, excise or similar taxes, customs or import duties, the costs of certificates of origin or consular invoices or similar documents, which shall all be the responsibility of Customer.
- Payment:** Unless specifically stated otherwise in the Order Acknowledgement, the purchase price shall be due and payable within thirty (30) days from the date of HINGELOCK's invoice. HINGELOCK will invoice Customer for the Products on the date the Products are shipped to Customer. Customer shall pay interest to HINGELOCK on past due amounts at the rate of the lesser of one and one-half percent (1½%) per calendar month, or the maximum amount allowed by applicable law, on the balance of the account that remains unpaid and past due. Interest shall commence to run on the past due amount on the 31<sup>st</sup> day after the date of the applicable invoice and shall be assessed daily.
- Delivery:** HINGELOCK will use commercially reasonable efforts to comply with any reasonable requested delivery date contained in an Order or expected delivery date contained in the Order Acknowledgement; provided, however, that HINGELOCK shall not be bound by any requested delivery date and may specify a different expected delivery date in the Order Acknowledgement. HINGELOCK accepts no liability for any loss or damage arising from any delay in delivery of the Products for any reason. Unless specifically stated otherwise in the Order Acknowledgement, Customer shall be responsible for all freight, shipping, specialty packaging and handling costs related to the delivery of the Products, and all risk of loss related to the Products ordered by Customer shall pass to Customer upon delivery of the Products to Customer. In the case of a short or damaged delivery, Customer must notify HINGELOCK and its carrier in writing within seven (7) days after delivery. HINGELOCK reserves the right to deliver the quantities stated in its Order Acknowledgement subject to deviation not exceeding plus or minus ten percent (10%). Unless specifically stated otherwise in the Order Acknowledgement, Products shall be shipped in standard commercial packaging. When special packaging is requested or, in the opinion of HINGELOCK, is required, the cost, if not specified otherwise in the Order Acknowledgement, will be the obligation of Customer. If Customer requests that delivery be delayed, Customer shall pay interest on the purchase price specified in the applicable Order Acknowledgement at the rate of the lesser of two percent (2%) per calendar month, or the maximum amount allowed by applicable law. Interest shall be assessed daily and shall accrue beginning on the 31<sup>st</sup> day after the date HINGELOCK would otherwise have shipped the Products.
- Warranty and Limitation of Liability:** HINGELOCK warrants to Customer that each Product sold to Customer pursuant to an Order will perform in accordance with HINGELOCK's standard limited warranty ("HINGELOCK's Standard Limited Warranty"), a copy of which can be accessed by using the QR Code set forth at the bottom of these Terms and Conditions of Sale. **HINGELOCK'S STANDARD LIMITED WARRANTY AND ANY OTHER WARRANTY EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FURTHER, NO REPRESENTATION AND NO OTHER AFFIRMATION OF FACT WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS AND CONDITIONS WILL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY HINGELOCK FOR ANY PURPOSE WHATSOEVER OR GIVE RISE TO ANY LIABILITY OF HINGELOCK WHATSOEVER. NOTWITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL HINGELOCK BE LIABLE TO CUSTOMER OR TO ANY OF CUSTOMER'S OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES, CONTRACTORS OR TO ANY OF CUSTOMER'S CUSTOMERS, GUESTS, LICENSEES OR INVITEES FOR ANY LOST REVENUES OR PROFITS, DOWNTIME, OR OTHER ECONOMIC LOSS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, MULTIPLE OR EXEMPLARY DAMAGES ARISING FROM ANY CAUSE OF ACTION OR CLAIM INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER ECONOMIC LOSSES, EVEN IF HINGELOCK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF HINGELOCK FOR ANY AND ALL CLAIMS IN ANY WAY ARISING OUT OF THESE TERMS AND CONDITIONS OR IN ANY WAY RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE AND INDEMNITY OBLIGATIONS OF HINGELOCK ARISING HEREUNDER, SHALL IN NO CIRCUMSTANCE EXCEED THE AGGREGATE AMOUNT PAID TO HINGELOCK BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. CUSTOMER, HAVING THE EXPERTISE AND KNOWLEDGE IN THE INTENDED USE OF THE PRODUCTS, ASSUMES ALL RISK AND LIABILITY FOR RESULTS OBTAINED BY USE OF THE PRODUCTS AND ANY OTHER USERS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER MATERIALS. In order for any warranty claim to be valid, it must be sufficiently documented by Customer, in writing, and delivered to HINGELOCK during the applicable one (1) year warranty period for such Product and must meet all other criteria included in HINGELOCK's Standard Limited Warranty. If Customer makes any claim related to the Product(s), HINGELOCK's liability shall be limited, at HINGELOCK's sole option and at HINGELOCK's expense, to either: (a) replacing the Product(s) giving rise to the warranty claim at the delivery point; or (b) refunding the purchase price paid by Customer for the specific Product(s) giving rise to the warranty claim. These are the exclusive remedies for breach of warranty. To the extent Customer, or any of its employees or agents, if applicable, makes or is alleged to have made any representation or warranty with respect to any Product that is in addition to or other than HINGELOCK's warranties above (each a "Customer Additional Warranty"), Customer shall be solely and exclusively responsible for handling any and all claims that arise pursuant to such Customer Additional Warranty, and Customer agrees to indemnify, defend, and hold harmless HINGELOCK from and against any and all claims and any other expenses incurred by HINGELOCK arising out of such Customer Additional Warranties. Notwithstanding the foregoing, Customer's coverage under HingeLock's Standard Limited Warranty shall expire upon the earlier of (a) the end of the applicable warranty period for such Products, or (b) the delivery of replacement units by**
- Intended Use:** Customer acknowledges that the Products are intended only for the uses described in the applicable Specifications, documentation, and instructions provided by HINGELOCK (the "Permitted Use"). By placing an Order, Customer represents, warrants, and covenants that the Products will be used only for the Permitted Use and in compliance with applicable law. HINGELOCK's Standard Limited Warranty shall not apply to any Product used other than for the Permitted Use or otherwise not in accordance with the applicable Specifications, documentation, or instructions provided by HINGELOCK, and HINGELOCK expressly disclaims any responsibility or liability for any damages, losses, or claims arising from any such use. Customer agrees to indemnify, defend, and hold harmless HINGELOCK from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to Customer's use of the Products other than in accordance with the Permitted Use. In addition to the foregoing, and not in limitation thereof, Customer expressly acknowledges that the Products are not intended to serve as a life-safety, fire-safety, emergency egress, or security device.
- Excusable Delay or Nonperformance:** Neither party shall be held responsible for any delay or failure in performance, to the extent such delay or failure is caused by fire, flood, explosion, war, strike, terrorism, embargo, new and unexpected government intervention(s), civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party, but excluding financial incapability regardless of the cause (each a "Force Majeure"). The party claiming the benefit of this paragraph shall promptly give verbal notification, promptly confirmed in writing, to the other party of the nature and extent of the matter causing the delay and estimated duration of the suspension period. If for any reason HINGELOCK is unable to supply the total demand for any Product(s), HINGELOCK may distribute its available supply among any or all customers as well as other businesses of HINGELOCK and its affiliates on such basis as HINGELOCK may deem fair and reasonable without liability for any failure of performance that may result therefrom.
- Default:** HINGELOCK may, without prejudice to any other rights it may have, by notice in writing to Customer, terminate any pending Order if Customer is in breach of any payment term applicable to any Order or is otherwise in breach of these Terms and Conditions or any other agreement applicable to an Order between Customer and HINGELOCK, including, without limitation, any master supply agreement. If Customer is past due on any amount owed to HINGELOCK, then HINGELOCK, without prejudice to any other rights, may suspend all or any other deliveries to be made under any Orders from Customer. Customer agrees that if it is necessary to enforce collection of any amount due and unpaid on an Order, HINGELOCK shall be entitled to recover from Customer HINGELOCK's attorneys' fees, other professional fees and all other costs of collection incurred by HINGELOCK.
- Severability:** If any term or provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the Terms and Conditions shall remain in full force and effect and such term shall be deemed stricken and replaced with an alternate term which, to the maximum extent possible, is enforceable and reflects the intent of the parties as set forth herein.
- Conflict:** If Customer and HINGELOCK are parties to any other agreement applicable to an Order, including, without limitation, any master supply agreement, then such other agreement shall control only to the extent it expressly applies to such Order and only to the extent of any direct conflict with these Terms and Conditions. No provision of any such other agreement shall be deemed to modify, waive or supersede these Terms and Conditions except to the extent expressly set forth in such other agreement or in the applicable Order Acknowledgement. In all other respects, these Terms and Conditions shall remain in full force and effect and shall continue to govern the Order.
- Technical Advice:** Any technical advice furnished by HINGELOCK with reference to the use of its Products is provided without compensation, and HINGELOCK assumes no obligation or liability for the advice given or results obtained. Any technical advice furnished by HINGELOCK shall not constitute a warranty, which is expressly disclaimed, all such advice being given and accepted at Customer's sole risk.
- Installation:** Products must be installed by qualified personnel in accordance with applicable law, industry standards, the Specifications for the applicable Product, and any other instructions provided by HINGELOCK. HINGELOCK shall have no liability, and HINGELOCK's Standard Limited Warranty shall not apply, to any claims, losses, or damages arising from installation of the Products not in compliance with the foregoing requirements.
- Custom Parts:** If HINGELOCK does not offer a product suitable for Customer's intended use, HINGELOCK may, in its sole and absolute discretion, agree to develop a custom, modified, or new product. As a condition to any such development, Customer shall provide all customer requirements, drawings, designs, technical data, samples, and other information or materials reasonably requested by HINGELOCK for such development. Any proposal, quotation, or other indication by HINGELOCK regarding such development shall be non-binding unless and until accepted by HINGELOCK in writing. Unless otherwise expressly agreed in writing by HINGELOCK, Customer shall not bear research or development costs incurred by HINGELOCK in connection with any such proposal. All designs, data, know-how, inventions, developments, and other intellectual property conceived, created, developed, or reduced to practice by or for HINGELOCK in connection with any such custom, modified, or new product, and all related rights therein, shall be the sole and exclusive property of HINGELOCK. To the extent Customer may obtain any right, title, or interest in any of the foregoing, Customer hereby irrevocably assigns all such right, title, and interest to HINGELOCK and agrees to take such further actions as HINGELOCK may reasonably request to evidence, perfect, or enforce such ownership. Any Products supplied to Customer pursuant to this Section shall be subject exclusively to HINGELOCK's Standard Limited Warranty and these Terms and Conditions, and no other rights or remedies shall apply except as expressly agreed by HINGELOCK in writing.
- Returns:** Upon receipt of the Products, Customer shall inspect the Products for compliance with the applicable Order and verify whether there are any apparent defects or other apparent non-conformities. Customer shall notify HINGELOCK of any such apparent defect or other apparent non-conformity within thirty (30) days after receipt of the Products. Products not rejected within that period shall be deemed accepted and may not be returned or exchanged on account of any such apparent defect or other apparent non-conformity, except as expressly provided under HINGELOCK's Standard Limited Warranty. Returns to HINGELOCK may be made only with HINGELOCK's prior authorization and in accordance with HINGELOCK's instructions. Products returned without prior authorization or not in accordance with HINGELOCK's instructions may be refused by HINGELOCK. Customer shall be responsible for all shipping costs, storage charges, customs clearance charges, inland freight, and other related costs and surcharges associated with any unauthorized return.
- Product Specifications:** Customer acknowledges that the Specifications for the Products, including applicable installation, use and maintenance instructions, have been made available to Customer by HINGELOCK. Customer will forward such information to Customer's employees and any others who may handle, process, install or use the Products, and advise such parties to familiarize themselves with such information.
- Applicable Law:** The rights and obligations of the parties under these Terms and Conditions shall be governed by the law of the State of South Carolina, without regard to choice of law or conflicts principles of any jurisdiction, and the parties irrevocably commit to the jurisdiction of the State of South Carolina and to the venue of Horry County, South Carolina in any action brought by the parties concerning any Order or Products sold by HINGELOCK to Customer hereunder. The United Nations Convention on Contracts for the Sale of Goods shall not be applicable to any purchases made by Customer from HINGELOCK or any aspect of any dispute arising therefrom.

