



## Terms and Conditions for Sale

### 1. Definitions.

- a. *Buyer*: Individual, entity, or organization identified in any related Order as the purchaser of Goods. Buyer shall include its agents, representatives, affiliates, successors, and permitted assigns.
- b. *Seller*: American Permalight Inc., its affiliates, agents, employees, successors, and assigns, identified in any related Order as the party providing the Goods to Buyer.
- c. *Goods*: all material, products, components, equipment, and related items supplied, delivered, or otherwise provided by Seller to Buyer under this Terms and Conditions, whether standard or custom, and whether in raw, semi-finished, or finished form.
- d. *Order*: Any purchase order, sales order, work order, or other written or electronic communication issued by Buyer and accepted by Seller for the purchase of Goods under this Terms and Conditions.

2. **Terms and Acknowledgement.** These Terms and Conditions of Sales (“Terms and Conditions”) are intended to be referenced and incorporated in any Order between the parties named in such Order to together comprise the order which is the agreement between the parties with respect to the purchase and sale of the goods referenced in these Terms and Conditions. Any additional or different terms in Buyer’s forms, including without limitation Buyer’s order forms or other documents, are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Any such terms or conditions shall be void and this Terms and Conditions shall constitute the complete and exclusive statement of the entire agreement between Buyer and Seller. No modification of Terms and Conditions will be binding on Seller unless agreed in writing by Seller.

3. **Acceptance of Order.** Upon Buyer’s written submission of Order to Seller, Seller will review and confirm the Buyer’s order. Parties shall be bound by the Order when Seller (a) returns an acknowledgement or written confirmation of the Order to Buyer, (b) presents Buyer with an invoice related to the Order, (c) ships or delivers to Buyer any of the goods referenced in the Order.



4. **Warranty.** Except with respect to the warranty outlined in a warranty certificate provided by Seller to Buyer, Seller hereby disclaims all warranties, express or implied, including warranties of fitness and merchantability. Buyer is responsible for determining the Goods it chooses to purchase, for what purposes those Goods will be used and whether such Goods can be used in a manner Buyer intends to use it for. Buyer agrees that it is not relying on Seller or any of its employees or agents to select or furnish Goods suitable for any particular purpose or in compliance with any plans or specifications. Seller makes no representation or warranties, express or implied, including but not limited to warranties of fitness or suitability for any purposes and/or the merchantability of any Goods. Buyer agrees that its sole and exclusive remedy against Seller for defective or nonconforming good shall be repair or replacement of such Goods, or refund of purchase price, with the remedy to be selected by Seller in its sole discretion. Buyer hereby waives all other remedies.
  
5. **Pricing.** All prices are subject to change without notice, and the prices stated herein, including materials covered by the Order, shall be adjusted to, and the material shall be invoiced and remitted at, Seller's prices in effect at the time of actual shipment. In the event prices are increased in excess of twenty percent (20%), Seller shall notify Buyer prior to shipment and Buyer shall have the option to cancel without recourse against Seller. At its sole discretion, Seller may institute surcharges from time to time as it becomes necessary due to material changes in the price of shipping, fuel costs, micro-ingredients or other raw materials.
  
6. **Transportation.** All shipments shall be EXW shipping point. Seller's loading dock shall be the shipping point. Buyer shall be responsible for all freight charges, customs clearance and risks involved in the shipment to its designated delivery location. Any advance information as to date of shipment is an approximation only and Seller does not guarantee a particular date for shipment or delivery. Seller shall not be responsible for damage to goods in transit, and all shipments must be inspected carefully upon receipt and any claim for damage must be filed directly with the transportation company.

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## GUIDE & PROTECT

7. **Delay.** Seller shall not be liable for delays in manufacturing, shipping or delivery. In the event of shipment delays for over ninety (90) days, Buyer shall have the option to cancel the portion of the Order that is delayed. Buyer's exclusive remedy in the event of delay shall be to cancel the delayed Order.
8. **Inspection/Acceptance of Goods.** Buyer shall have five (5) calendar days from the date of delivery to reject Goods as nonconforming. Such rejection must be in writing received by Seller within such five (5) day period and must specify the Goods rejected and the specific nonconformity asserted. The rejected Goods must be returned to Seller within ten (10) calendar days from the date of delivery of those Goods to Buyer. All Goods not so rejected shall conclusively be deemed to have been accepted by Buyer. In order to effect such rejection, the Goods returned must be accompanied by the original Order and corresponding invoice. Physical acceptance by Seller of such Goods returned shall in no way be deemed an agreement by Seller of any claim of nonconformity by Buyer. Within fifteen (15) calendar days from the date of return, Seller shall inspect the test the returned Goods and, to the extent such Goods are determined to be nonconforming, to repair or replace the Goods or refund the purchase price, with the remedy to be selected by Seller in its sole discretion.
9. **Order Cancellation.** All request for cancellation of Order must be made in writing by buyer prior to Seller's confirmation of Order. Orders are not subject to cancellation without the written confirmation of cancellation from Seller. Orders in process or completed at the time Buyer's cancellation request is received by Seller are subject to cancellation charges up to the invoice value of the material ordered.
10. **Payment Terms and Taxes.** Payment shall be made within thirty (30) calendar days from date of invoice. Seller reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work. Buyer shall also pay Seller any taxes or government charges arising from the sale of Goods. All past due invoices shall accrue interest at the lesser of 5% per month or the maximum amount allowable by law. Seller shall not set-off or



withhold any portion of the invoice for any reason. In the event any portion of the invoice is in dispute, Buyer shall submit such dispute to Seller in writing within thirty (30) calendar days from the date of invoice. Invoices shall be deemed accepted if Buyer fails to submit a written dispute within said window of time. In the event of a bona fide dispute on the invoice, Buyer shall remit any undisputed portion of the invoice within thirty (30) calendar days from the date of invoice. Parties shall work in good faith to resolve any invoice disputes.

11. **Returns.** Goods may be returned to Seller within fourteen (14) days from date of invoice. Such return shall include written authorization and shipping instructions from Seller. In connection with any authorized return, Seller may charge a reasonable restocking fee.
12. **Change Order.** No changes, modification, or addition to any Order, including but not limited to changes in specifications, quantities, delivery schedules, or other terms, shall be binding on Seller unless agreed to in writing by an authorized representative of Seller. Seller reserves the right to adjust the pricing, delivery timelines, and other terms as a condition of accepting any such change. Buyer shall submit any request for changes to an Order no later than ten (10) calendar days prior to the scheduled shipment or delivery date. Seller shall have no obligation to consider or accept any change requests submitted after this deadline. If Seller agrees to a requested change, it shall issue a written Change Order reflecting the revised terms. Buyer shall be responsible for all additional costs, expenses, and delays resulting from any such changes, including but not limited to restocking fees, production adjustments, and administrative costs.
13. **Limitation of Liability/Waiver of Damages.** In no event shall Seller be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, loss of business opportunity, delay damages, loss of use, labor costs, personal injury or death, or damage to property, arising out of or related to the sale, delivery, installation, use, or performance of the Goods, even if Seller has been advised of the possibility of such damages. Seller's liability, whether in contract, tort



(including negligence), strict liability, or otherwise, shall in no event exceed the purchase price of the specific Goods giving rise to the claim. Seller shall not be liable for any failure, defect, or nonconformity of the Goods resulting from improper storage, converting, handling, installation, maintenance, or use of

the Goods, failure to follow Seller's written instructions or industry standards, or any other external causes beyond Seller's control, including but not limited to environmental conditions, misuse, or modification of the Goods by Buyer or any third party. Buyer assumes all risk and liability for results obtained by the use of the Goods, whether used alone or in combination with other products or materials.

14. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, officers, directors, employees and agents, from any and against all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees and court. Costs), whether based in negligence, breach of contract, or warranty, injury to person or property and/or otherwise, and whether asserted by Buyer or any other party, arising out of or relating to:

- a. Buyer's use, handling, storage, installation, or resale of the Goods;
- b. Any breach by Buyer of this Agreement or applicable law;
- c. Any modification or misuse of the Goods by Buyer or any third party;
- d. Any claims of personal injury, death, or property damage caused by Buyer's negligence or willful misconduct;

15. **Intellectual Property.** All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, technical data, specifications, formulations, designs, drawings, and any other proprietary information or materials, whether registered or unregistered, related to the Goods or used in their development, manufacture, or delivery, shall remain the sole and exclusive property of Seller or its licensors. Nothing in this Terms and Conditions shall be construed as granting Buyer any license or other rights, express or implied, in or to any intellectual property of Seller, except as



necessary for the limited purpose of using the Goods in accordance with this Terms and Conditions. Buyer shall not reverse engineer, deconstruct, replicate, or otherwise attempt to derive the composition, design, or method of manufacture of the Goods without Seller's prior written consent. Buyer agrees not to use Seller's trademarks, trade names, or other proprietary marks without prior written authorization. Any unauthorized use shall constitute a material breach of this Terms and Conditions and may result in immediate termination and legal action.

16. **Force Majeure.** Seller shall not be liable for any delay or failure in performance, delivery, or fulfillment of any obligation under this Terms and Conditions if such delay or failure is caused by events beyond Seller's reasonable control including but not limited to acts of God, natural disasters, fire, flood, earthquake, explosion, war, terrorism, civil unrest, labor disputes, strikes, pandemics, epidemic, governmental actions, embargoes, shortages of materials or transportation, power outages, or failures of suppliers or subcontractors. In the event of a Force Majeure occurrence, Seller's time for performance shall be extended for a period equal to the duration of the delay caused thereby. If the Force Majeure event continues for more than sixty (60) days, Seller may, at its sole discretion, terminate the affected Order or this Terms and Conditions without liability. Buyer shall not be entitled to cancel any Order or claim damages as a result of any such delay or failure.

17. **Governing Law.** This Terms and Conditions and any dispute, claim, or controversy arising out of or relating to this Terms and Conditions, the sale of Goods, or the relationship between the parties shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws principles. The parties agree that the exclusive jurisdiction and venue for any claim or legal action arising out of or relating to this Terms and conditions shall be the state or federal courts located in the County of Los Angeles, California. Buyer hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens.