

SÉURA TERMS AND CONDITIONS OF SALE

1. **Agreement.** These terms and conditions ("Terms") are the only terms and conditions that govern the sale of products ("Products") and services ("Services") by Séura, Inc. ("Séura"). Séura's accompanying written proposal, quotation, sales order, confirmation of sale or invoice (the "Order Documents") and these Terms (together, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous communications, understandings or agreements (whether verbal or written). These Terms prevail over any of Purchaser's general terms or conditions of purchase regardless of whether or when Purchaser submitted its purchase order or such terms. Acceptance of delivery of the Products shall be deemed to be an express acceptance of these Terms. Neither the failure of Séura to object to Purchaser's terms and conditions nor the fulfillment of Purchaser's order will (i) constitute acceptance of any additional, different or inconsistent terms set forth in Purchaser's documentation, or (ii) serve to waive, modify or amend any portion of these Terms. If there is any conflict or inconsistency between these Terms and those set forth in the Order Documents, then the specific modification(s) noted in the Order Documents will govern and control.

2. **Prices; Payment Terms.** Our preferred payment method is ACH transfer. A non-refundable 3% surcharge will be applied to all credit card payments. All prices are as quoted by Séura for specific Products and only for the period set forth in the Order Documents, and are subject to adjustment at Séura's discretion. All prices are quoted and to be paid in U.S. Dollars. Any changes in specifications and/or design requested by Purchaser are subject to additional charges at Séura's discretion. Except as specifically set forth on the Order Documents, the price for the Products does not include onsite mounting, assembly, or installation. Purchaser will pay all invoiced amounts within agreed upon terms. Purchaser will pay interest on late payments at eighteen percent (18%) per annum. Purchaser will reimburse Séura for all costs incurred for collection of late payments, including attorneys' fees. In addition to all other remedies under these Terms or at law (which Séura does not waive by exercise of any rights hereunder), Séura may require prepayment, COD or suspend the delivery of any Products if Purchaser fails to pay any amounts when due hereunder. Purchaser will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Séura.

3. **Taxes.** Prices are exclusive of all sales, use and excise taxes, and any similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Purchaser. All such taxes, duties and charges shall be paid by Purchaser.

4. **Delivery Terms.** All orders are F.O.B. Séura's facility (Green Bay, WI) unless otherwise specified on the Order Documents. Products will be delivered within a reasonable time after receipt of Purchaser's order, but Séura cannot and does not guarantee delivery of the Products on any specific date or any specific transit times. Séura will use reasonable efforts to meet any requested shipment date set forth in the Order Documents; provided, that Séura's ability to meet such date is dependent upon its timely receipt of (a) a signed quote (or other confirmation of sale), (b) the down payment or prepayment, as applicable, and (c) signed sales drawings or specifications. Purchaser shall be responsible for any delay or postponement caused (in whole or in part) by or resulting from an act or omission of the Purchaser and shall pay to Séura, prior to delivery, all of Séura's costs and expenses arising out of or related to such delay or postponement, including but not limited to demobilization, storage, remobilization and insurance costs and expenses. Purchaser will be responsible for all costs and expenses of Product shipment (including loading, freight and insurance) or storage (if Purchaser fails to timely accept delivery). Any estimates of freight or shipping rates are quoted for single Product shipments and are subject to change. Purchaser shall be fully responsible for all actual shipping costs and charges incurred with respect to the Products.

5. **Means of Delivery.** Delivery will be made F.O.B. Séura's loading dock of Séura's facility (Green Bay, WI), or such other shipping point set forth in the Order Documents. Séura will deliver the Products using its standard method for packaging and preparing Products for shipment. Title and risk of loss shift to Purchaser upon delivery of Products to Purchaser's designated carrier at the loading docks of Séura's facility. Purchaser shall carry insurance against all loss or damage to the Products. Confiscation of or destruction of, or damage to the Products, shall not release, reduce, or in any way effect Purchaser's obligations or liabilities with respect to payment of the purchase price for the Products. Purchaser agrees to unload the Products from the shipper's vehicle and, if necessary, Purchaser agrees to deliver the Products to a safe and secure storage area, at Purchaser's expense, prior to delivery of the Products to the site at which the Products shall be installed or performed. Prior to shipping, Séura shall provide notice to Purchaser that the Products are to be delivered to the shipper. Séura reserves the right to ship the Products (at Purchaser's expense) to Purchaser's place of business on record with Séura.

6. **Inspection and Acceptance.** Purchaser shall have the right to inspect the Products upon delivery. Notwithstanding anything contained herein to the contrary, any damage to the Products, alleged by Purchaser to have been caused while in the possession of the shipper, shall be noted, in writing, on the shipper's Bill of Lading. Failure of such shipping related damage to be noted, in writing, on the shipper's Bill of Lading, shall render any claim of Purchaser as to damage or destruction of the Products during shipping, null and void. Failure of Purchaser to inspect the Products and give written notice to Séura of any alleged defect or non-conformity, with respect to the Products, within four (4) days after delivery shall constitute an irrevocable acceptance by Purchaser of the Products delivered. Use of any Products by Purchaser, its agents, employees, or licensees, for any purpose after delivery thereof, shall also constitute irrevocable acceptance of the Products by Purchaser.

7. **Changed/Cancelled Orders.** If, after acceptance of an order, Séura agrees to implement any changes requested by Purchaser to the Products and Services, or Purchaser cancels an order, Purchaser will reimburse Séura for all reasonable costs and expenses incurred by Séura as a result of such changes or cancellation. Said reasonable costs and expenses shall be due and payable by Purchaser to Séura in accordance with Séura's standard billing processes and procedures as are in effect from time to time.

8. **Product Returns.** As a condition of Séura's acceptance of a returned Product, for any reason, Purchaser must obtain from Séura, a Return Merchandise Authorization Number (the "RMA Number") before returning any Product to Séura. An RMA Number may be obtained from Séura at the address and telephone number on the Order Documents. Products returned to Séura by Purchaser without an RMA Number will not be accepted and Purchaser shall receive no credit for such return. No credit or debit memo will be issued in Purchaser's favor until after Séura has received and inspected the returned Products. Returned Products shall be subject to a twenty-five percent (25%) restocking charge, plus the cost of all freight and other expenses, of any kind, relative to the returned Products. Custom Products may not be returned at any time. RMA Numbers will not be issued for Product returns (excluding warranty returns) after thirty (30) days from the date the Products were originally delivered to the shipper by Séura, unless otherwise agreed to by Séura, in writing.

9. **Proprietary Rights.** The sale of the Products and Services shall in no way be deemed to confer upon Purchaser any right, title, license or other interest in any intellectual property relative to the Products and Services and the Creative Work. Séura retains all proprietary rights in and to all designs, engineering details, and other data and

materials pertaining to any of the Products and Services. Further, all drawings, schematics, specifications, copy, patterns, designs, pre-production samples, plans, mock-ups, and all other materials, documents or creative work developed or furnished by Séura for the purpose of design and approval of any Products and Services for Purchaser ("Creative Work") shall at all times remain the sole and exclusive property of Séura. Creative Work may not be used by Purchaser for any other purpose without Séura's prior written consent. Purchaser warrants that it will not divulge, disclose, or in any way, distribute or make use of any such information, and that Purchaser will not manufacture or engage to have manufactured the Products and Services by any other party. Purchaser shall, upon demand, return all Creative Work to Séura.

10. **Product Resales.** Purchaser agrees that the Products are being purchased for direct installation for the benefit of end users, or for direct sale to end users, general contractors, subcontractors, authorized resellers, or similar other individuals or entities agreed to in writing by Séura. Purchaser shall at all times comply with Séura's Minimum Advertised Price Policy ("MAPP"), a current copy of which is available upon request. Séura's MAPP shall be subject to change, in Séura's sole discretion, from time to time. The Products being purchased by Purchaser shall not be resold to unauthorized resellers such as Internet Retailers. Purchaser's resale of any Product, in violation of these Terms or the Limited Product Warranty (set forth below) shall void any and all warranties extended by Séura to Purchaser (or its buyer), unless specifically approved, in writing, by Séura, prior to said resale.

11. **Private Label Sales.** Purchaser shall at all times market and sell the Products under the brand name "Séura" or any other brand name identified by Séura from time to time. Purchaser shall not label, relabel, market, promote, advertise, represent, or sell the Products in any manner, shape or form which would give or is intended to give a reasonable person the impression that the Products are manufactured and distributed by Purchaser or by any individual or entity other than Séura.

12. **Publicity.** Séura shall be permitted to identify Purchaser as a customer of Séura, to use its name, logo, trademark and similar identifying photographs, project names, information, marks and symbols for promotional purposes, including displaying Purchaser's logo on Séura's web site and to otherwise refer to Purchaser in print or electronic form for marketing and reference purposes. Purchaser agrees to act as a reference for Séura to potential customers, if requested by Séura. Purchaser authorizes Séura to issue a press release announcing Purchaser's purchase of the Products. Purchaser shall make the installed Products available to Séura, at mutually agreeable times, for purposes of Séura's photographing the installed Products for Séura's future promotional purposes and for such other purposes as Séura deems reasonable or appropriate.

13. **Permits and Licenses.** Purchaser shall be responsible for the procurement of all permits, licenses or approvals necessary for the sale and/or installation of the Products and provision of the Services. If Purchaser fails to procure such permits, licenses or approvals, Purchaser shall indemnify and hold Séura harmless against any and all damages and liabilities arising out of or relating to such failure. Séura is not responsible for compliance with, and it makes no warranties or representations relative to, any building, construction, or other local regulations, ordinances, or installation requirements.

14. **Limited Warranty.** For complete and current Product limited warranty details, please visit <https://www.seura.com/warranty/>. The Limited Warranty sets forth (i) all requirements with respect to any breach of warranty claims and (ii) the exclusive remedies with respect to allegations of a defective Product. SÉURA'S LIMITED WARRANTY (AND THE REMEDIES SET FORTH THEREIN) IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES (OR REMEDIES) OF ANY KIND WITH RESPECT TO THE PRODUCTS, THE SERVICES OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

15. **Limitation of Liability.** SÉURA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER THE DAMAGES WERE FORESEEABLE; (II) WHETHER OR NOT SÉURA WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. SÉURA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID TO SÉURA FOR THE PRODUCT GIVING RISE TO THE SPECIFIC CLAIM FOR DAMAGES.

16. **Force Majeure.** Séura shall not be liable to Purchaser (or to any third party), nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from fire, explosion, strike or labor difficulties, freight embargo, Act of God, or of the public enemy, war, civil disturbance, terrorism, act of any government, or agency or official thereof, material, labor, or fuel shortages, transportation interruptions or contingencies, whether, default of any other supplier of Séura, Purchaser or any third party accident, quarantine, restriction, epidemic, or catastrophe, or the lack of delivery to Séura of timely instructions or essential information from Purchaser, or any other matter arising out of or caused by any circumstance beyond the reasonable control of Séura. In the event of any such delay, the delivery date and the time for the provision of the Services shall be extended for a reasonable period of time.

17. **Miscellaneous.** No modification of the Agreement will be binding unless in writing and signed by both parties. Purchaser will not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Séura. Any purported assignment or delegation in violation of this Section is null and void. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision. Any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted in the United States District Court for the Eastern District of Wisconsin, located in Green Bay, Wisconsin, or in the Circuit Court for Brown County, Wisconsin. Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Séura in enforcing this Agreement. Séura shall also be entitled to injunctive relief for any violation of Section 9, above, and Purchaser waives any requirement that Séura post a bond to obtain injunctive relief. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should survive will remain in force after delivery of the Products and any termination or expiration of this Agreement.