



Belanger Inc. Equipment and Replacement Parts Warranty

Limited Warranty:

Equipment:

Subject to the limitations stated herein and in the applicable Terms and Conditions of Sale, Belanger Inc. ("Seller") warrants that any equipment sold by Seller and which is fabricated by Seller shall be free from defects in workmanship and material under normal use and service until: (i) 13 months from the date of shipment of the equipment (other than CAT pumps); (ii) 24 months from the date of shipment for any CAT pump.

Replacement Parts:

Subject to the limitations stated herein and in the applicable Terms and Conditions of Sale, Seller warrants that any replacement parts sold by Seller shall be free from defects in workmanship and material under normal use and service for a period of 90 days from the date of shipment of the replacement part.

Limitations on Warranties:

The foregoing limited warranties are subject to the following limitations:

(1) They shall apply only to equipment and parts sold by Seller or its authorized distributors and are otherwise non-transferable.

(2) They shall be void if the factory specifications for operation and maintenance, including those found in equipment manuals and component manuals, are not adhered to.

(3) They exclude all claims resulting from normal wear and tear, improper installation, omission of factory-specified preventative maintenance, misuse, neglect, accident, abuse, negligence, third-party damages, or acts of God.

(4) They shall not apply to any equipment or replacement parts which have been altered or repaired by anyone other than Seller or Seller's authorized representative.

(5) Seller makes no warranty, express or implied, with respect to the design or operation of any system in which Seller's equipment or replacement parts sold are mere components.

(6) They shall be void for all equipment failures and premature part wear caused by the use of corrosive chemicals in any wash process, including, but not limited to, the following chemicals: Hydrofluoric Acid, Ammonium Bi-fluoride, Bromic Acid, Muriatic Acid, Sulfonic Acid, Phosphoric Acid, Hydrogen Cyanide, Hydrochloric Acid, Sodium Hydroxide and Chlorinated Solvents.

(7) Seller shall not be liable for any damages resulting in any way from the purchaser's or user's selection and use of any chemicals not manufactured exclusively by Seller but used with the purchased equipment or replacement parts. Seller shall not be liable for damages resulting from any use of engineering recommendations, sales representations, technical assistance, advice or data, other than the information contained in Seller's manuals.

(8) No addition to or modification of the warranties shall be binding upon Seller unless made in writing and signed by a duly authorized employee of Seller.

Conditions of Warranty:

Seller, or its authorized distributor or other third party, shall conduct an inspection of any returned equipment or replacement parts to determine the cause of its failure or non-conformance and to evaluate whether the equipment or replacement parts are entitled to repair or replacement pursuant to this limited warranty. The purchaser and/or user of the equipment or replacement parts shall submit to and assist Seller or its authorized distributor or other third party, as applicable, in conducting inspections of the equipment or replacement parts claimed to be defective.

The cost of any labor necessary to repair or replace equipment and replacement parts warranted hereunder shall be subject to additional labor charges at the standard rates of Seller or its authorized distributor or other third party, as applicable.

DISCLAIMER OF OTHER WARRANTIES:

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR REPLACEMENT PARTS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

Effective Date: May 22, 2024



TERMS AND CONDITIONS OF SALE

1. **Acceptance and Complete Agreement.** All orders placed for products which may include goods, equipment and parts (each of which may be referred to as “Products”, or more specifically as “Equipment” or “Parts,” as may be applicable in each instance) and/or services (the “Services”), as applicable, furnished by Belanger Inc. (“Seller”) to the purchaser thereof (the “Buyer”) are subject to the terms and conditions set forth herein and any purchase order or quotation issued by Seller that incorporates these terms and conditions (collectively, these “Terms”), the warranty incorporated by reference in Section 15 of these Terms (the “Warranty”) and the written order acknowledgment from Seller accepting the Buyer’s written order for the Products or Services (the “Order Acknowledgment”). These Terms, the Warranty, and the Order Acknowledgment are hereafter collectively referred to as the “Contract”, whether or not specifically referred to. If any provision in the Order Acknowledgment is inconsistent with these Terms, the provision of the Order Acknowledgment shall govern. No additional or different terms or conditions or any modifications, changes or amendments to the Contract shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller. Seller hereby objects to, and rejects, any additional or different terms already or hereafter proposed by Buyer, but not expressly set forth in the Contract, whether contained in any documentation or communication from Buyer or otherwise, including, without limitation, any terms set forth in any purchase order, acknowledgement, statement of terms and conditions or any other such document or communication. Seller’s failure to further object to any of the provisions contained in any documentation of Buyer’s or any communication of any kind from Buyer shall not be deemed a waiver of the terms of the Contract or as an acceptance by Seller of any deviation from the terms of the Contract. SELLER’S ACCEPTANCE OF ANY OR ALL OF THE BUYER’S ORDERS FOR PRODUCTS OR SERVICES IS CONDITIONAL UPON BUYER’S ASSENT TO THE TERMS OF THE CONTRACT REGARDLESS OF ANY TERMS CONTAINED IN ANY OF BUYER’S COMMUNICATIONS OR DOCUMENTS. The Contract constitutes the entire agreement between Seller and Buyer, superseding all prior oral or written communications, representations, agreements and negotiations.

2. **Delivery Times.** All quoted delivery dates for Products and Services are estimates only and Seller shall not be liable for any failure to deliver the Products or perform the Services at the specified time or on the specified date unless agreed in writing between the parties. Seller reserves the right to make delivery in installments; and all such installments, when separately invoiced, shall be paid for when due per Seller’s invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

3. **Shipping and Delivery.** Unless otherwise specified in the Order Acknowledgment or agreed in writing by Seller, all shipments are Ex-Works (EXW, Incoterms 2020) at Seller’s facility or a location designated by Seller. Orders may alternatively be picked up directly by Buyer at Seller’s designated facility, if approved in advance by Seller in writing. Title to and risk of loss of the Products will pass to Buyer when the Products are transferred to Buyer’s nominated carrier at Seller’s facility or location designated by Seller (the “Delivery”), and thereafter, Buyer shall bear all risk of loss. Following the Delivery, Seller shall not be responsible or liable for the security, safeguarding, or insurance of

the Products transferred. Buyer shall be responsible for all shipping charges, including but not limited to shipping, transportation, duties and insurance costs. Any prepayment by Seller of certain shipping or handling charges will be added to Buyer’s invoice. Products will be standard packed. Upon Buyer’s request, Seller may accept to provide special packaging, marking and forms, subject to additional charges and Seller’s prior written consent.

4. **Storage.** Any of the Products whose manufacture, installation, shipment or pickup is delayed by (a) the acts or omissions of Buyer or (b) at Buyer’s request, may be placed in storage by Seller (at Seller’s sole option) at Buyer’s risk and at Buyer’s cost and expense (including insurance). Storage fees will be assessed from the originally-scheduled shipment date until the Delivery date. The storage fee rate for finished Products that are prevented from shipping will be provided to Buyer and will be a minimum of \$500 per week. An additional \$1,000 storage fee will be charged on any Products that do not ship in the calendar quarter when such Products were original scheduled to ship. All storage fees will be added along with the actual freight and handling and applicable taxes to the final invoice for the Products or may be retained from any deposit. All charges for storage are per Product and may vary based on the type of Product stored.

5. **Orders and Price.** All prices and delivery quotations made by Seller are conditioned upon these Terms. No order shall be binding upon Seller until received in writing and accepted by an authorized representative of Seller through Seller’s issuance of a written Order Acknowledgment. Any Contract(s) resulting from acceptance of any order(s) placed with Seller may only be modified or rescinded by a written document, signed by the duly authorized representative of both parties. Prices shown on any price list, quote, or purchase order are suggested list prices and are subject to change without notice and shall in no circumstances bind Seller. Prices charged for Products will be those in effect at the time of shipment, unless previously agreed upon in writing by Seller. Unless otherwise specifically agreed, all prices are for Products packaged for domestic shipment and for delivery Ex-Works (EXW, Incoterms 2020) Seller’s facility, and are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions, which are not part of the original price quotation. If the prices are based on the purchase of a particular quantity of goods and Buyer fails to purchase that quantity which would justify the pricing granted, Buyer will, at Seller’s option, pay Seller the difference between the stated prices and Seller’s standard prices for such goods in the quantity actually purchased by Buyer. Any delays in the delivery date for Products resulting from Buyer’s actions or omissions may result in additional price increases.

6. **Payment.** *Equipment and Other Goods Sales:* Unless otherwise approved in writing by Seller prior to order placement, all orders are subject to a 25% deposit following order placement, payable in accordance with the applicable purchase order or quotation, and Buyer agrees to pay the remaining balance in certified funds at least one week prior to shipment. Credit terms beyond the date of shipment may be extended to accounts only if approved in advance by Seller, in writing. Seller reserves the right to withdraw or modify credit terms at any time.

Parts Sales: Replacement Parts orders placed with Seller must be confirmed in writing. There is a \$50.00 U.S. minimum on all orders. Payment for Parts orders placed for delivery in the United States

must be made by credit card prior to shipment unless Seller extends cash on delivery credit to Buyer's account in advance, in writing. Seller reserves the right to withdraw or modify credit terms at any time. Payment for Parts orders placed outside the United States must be made by credit card, wire transfer, or cash before delivery.

All prices will be stated in U.S. Dollars and all payments must be made in U.S. dollars. Any late payments are subject to a finance charge of the lesser of 1.5% per month (18% per annum) or the maximum amount allowed by law, computed on all unpaid amounts and calculated on a day to day basis until the actual date of full payment. All payments due to Seller shall be made in full without any set-off or deduction to the amounts shown on the relevant invoice. If Seller receives partial payment in an amount less than the full amount of any invoice, such receipt shall neither constitute a waiver of Seller's right to collect the balance nor an accord and satisfaction, notwithstanding Seller's endorsement of a check or other instrument. Buyer shall have no right to withhold any amount due Seller under the Contract because of a claim Buyer may have against Seller. If Seller engages counsel in respect of any late payment or default, Buyer will pay, in addition to the balance then due and owing, all collection costs, court costs, administrative costs, investigation costs, reasonable attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Buyer of the Contract. In addition to all other remedies available under the Contract or at law (which Seller does not waive by the exercise of any rights under the Contract), Seller shall be entitled to withdraw credit or suspend or cancel the delivery of any Products or provision of any Services, under this Contract or any other agreement between the parties, if Buyer fails to pay any amount when due hereunder and such failure continues for five (5) calendar days following written notice to Buyer thereof.

7. **Taxes and Other Charges.** Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of customs, duties or taxes, and Buyer shall be responsible for all such applicable duties and taxes (exclusive of taxes on Seller's income). If exemption from such taxes is claimed, Buyer must provide a certificate of exemption at the time its order is submitted to Seller, and Buyer will indemnify Seller for any unpaid taxes, as well as any penalties and interest, in the event such exemption is not applicable.

8. **Loss or Damage in Transit.** Seller's responsibility for damaged goods ceases upon Delivery and all claims for loss or damage occurring after Delivery must be filed by Buyer with the carrier. Any loss, injury, or damage to or destruction of the Products shall not relieve Buyer from its obligations hereunder. In the event of (a) shortage, (b) wrong product, (c) visible damage, (d) concealed damage or (e) loss occurring prior to acceptance by the carrier, a claim must be made in writing by the Buyer against Seller. All claims against the carrier or Seller under this Section 8 must be made within five (5) days after Delivery. Claims against Seller for shortages in shipments or errors in freight charges must be reported in writing to Seller at techsupport@belangerinc.com. If you suspect a shortage, please sign only for the number of cartons received, and file a claim with your transportation carrier. All freight damage must be noted on the bill of lading at time of acceptance by Buyer's carrier. Buyer's failure to timely make any claim shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims against Seller are subject to Buyer's compliance with Seller's RMA Policy, which will be provided to Buyer upon request. Seller may, at Seller's option, require Buyer to (i) provide

photographs or other documentation of such claim, and (ii) make the Products subject to the claim available for inspection by Seller or its authorized representative in order to substantiate the grounds for rejection of the Products. All rejected Products must be returned to Seller, at Buyer's expense, prior to replacement by Seller.

9. **Returns.** Seller may, in its sole discretion, accept the return of Products on a case-by-case basis. Returned Products must be unused, in their original packaging and in good resaleable condition to be eligible for return. Prior to returning any Products, Buyer shall issue a written request to Seller for a Return Merchandise Authorization (RMA) number setting forth the reason for such request in reasonable detail. Any return of Products to Seller will be made ONLY upon Seller's assignment of an RMA number to Buyer, and such return will be subject to Seller's RMA Policy, which is available upon request. Seller reserves the right to apply a 20% re-stocking charge to any accepted returns, subject to a \$75 minimum. Returns not meeting the conditions herein and in Seller's RMA Policy will not be accepted and will be sent back to Buyer with an invoice for return freight (EXW Seller's location (Incoterms 2020)). Special order Products are not eligible for return. All returned Products are eligible for exchange or merchandise credit only, subject to any restocking charges.

10. **Substitutions; Modifications.** Seller shall have the right to deliver substitute products for the Products ordered by Buyer, provided that such substituted products do not materially differ from the ordered Products in terms of overall form, fit and performance, as determined in Seller's sole and complete discretion. Seller reserves the right at any time to make changes to Products or in the specifications of the Products, without liability or obligation to implement such change to any Products previously manufactured, and further reserves the right to discontinue any Product. Drawings, specifications, product finishes and color shades in Seller's literature and advertisements are approximate only and do not constitute a trade description.

11. **Cancellation by Buyer; Rescheduling.** Buyer's order, after acceptance by Seller, shall not be subject to cancellation, change, or reduction in amount nor to any suspension by Buyer of deliveries without Seller's prior written consent. If Seller consents to cancellation of all or a portion of an order, Seller may invoice Buyer for cancellation fees (or retain such amounts from any deposit) sufficient to cover all costs incurred by Seller, which shall take into account all expenses already incurred, including, but not limited to, (a) expended materials, labor, production costs and work in progress; (b) outstanding commitments that cannot be cancelled; and (c) for all incidental costs and expenses, including but not limited to storage and handling fees. Buyer will pay such cancellation fees within 30 calendar days of the date of Seller's invoice. Any requests by Buyer to delay the delivery of an order beyond the originally scheduled delivery date shall be made in writing and are subject to the prior consent of Seller, in its sole discretion. Seller reserves the right to assess customer a charge sufficient to cover all costs incurred by Seller due to any approved delay or Buyer's failure to take delivery on the scheduled delivery date (in addition to any storage charges described above). Any charge assessed to Buyer due to its failure to take delivery of an order shall be in addition to, and without prejudice to, other remedies Seller may have at law or equity.

12. **Cancellation by Seller; Rescheduling.** Seller reserves the right to cancel any orders placed by Buyer, or to refuse or delay shipment thereof, if Buyer (a) fails to make any payment as

provided in the Contract or under the terms of payment set forth in any invoice or otherwise agreed to by Seller and Buyer, (b) fails to meet reasonable credit or financial requirements established by Seller, including any limitations on allowable credit, (c) otherwise fails to comply with the Contract, (d) becomes debarred, suspended, or identified as a denied party by any applicable government agency; (e) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or (f) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws.

13. **Services.** Unless otherwise provided in a separate agreement between Seller and Buyer, where Seller provides Services, including but not limited to installation, testing, servicing, training, development, optimizing, integration or support in connection with the Products, the manner and means used to perform the Services are at the sole discretion and control of Seller. Seller reserves the right to subcontract the installation of Products or the performance of any Services required by an order. To enable Seller to provide the Services, Buyer will: (i) make all necessary preparation to the site by such date as may be specified in the order or is reasonably required by Seller; (ii) provide Seller with reasonable access to Buyer's facilities, equipment and personnel; (iii) promptly respond to any request for information, approvals, authorizations or decisions necessary to provide the Services; and (iv) promptly notify Seller of any dangerous, operational or special conditions that may affect the provision of the Services.

14. **Tooling.** Unless otherwise specified in an agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired or used by Seller for the purposes of filling Buyer's order remain the property of Seller.

15. **Limited Warranty.**

a. **General.** The warranty applicable to the Products is located at www.opwvws.com/legal/warranty.html and is incorporated herein by reference. Buyer's acceptance of delivery of the Products constitutes acceptance of the foregoing warranties and remedies, and all conditions and limitations thereof.

b. **Return/Repair of Products Under Warranty.** If Buyer claims Products are under warranty and are non-conforming, Buyer must notify Seller to request an RMA. Products subject to warranty shall be returned to the location specified by Seller, with cost of shipment prepaid by Buyer, and in conformance with Seller's RMA Policy. Seller reserves the right to reject any shipment of return of Products without a prior written Return Merchandise Authorization (RMA), that is not in compliance with the RMA Policy, or that has been damaged in shipment to the point of preventing inspection. Upon inspection and confirmation that the returned Products are subject to the applicable warranty, Seller may elect to replace or repair any non-conforming Products or pre-mature failure of Products under warranty at its sole discretion. Any repairs of any Products subject to a warranty claim may be completed by Seller or its authorized distributors or other third party, determined at Seller's sole discretion. If new Products are not available to replace any returned Products, Seller reserves the right to replace the returned Products with like new or refurbished Products at its sole discretion. Repair or replacement of the returned Products, or merchandise credit for the cost thereof, shall constitute full settlement of any claim by Buyer for damages, and shall constitute a full release of Seller with regard to the sale, and Seller shall not be responsible for any indirect, incidental or consequential damages. A prior decision by

Seller to accept returned Products does not constitute a binding obligation to accept return of future Products.

c. **Additional Terms Pertaining to Warranties.** Deviations from published specifications which do not materially affect performance of the Products covered hereby shall not be deemed to constitute a breach of the warranty. The warranty is subject to the disclaimers and exclusions set forth therein.

d. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

16. **Intellectual Property Rights.** All intellectual property rights in, or relating to, the Products or Services, including but not limited to all technical data, processes, designs, drawings, engineering data, U.S. and foreign patents, patent applications, patent rights, trademarks and service marks (including common law rights, applications and registrations therefor), copyrightable and uncopyrightable works (including those in computer programs, drawings, designs, documentation and specifications), copyright registrations, trade secrets, proprietary rights in information (including in data, inventions, discoveries, know-how, formulas, processes, technical information and business information), license rights under the intellectual property rights of third parties and all other intellectual property rights whether or not subject to statutory registration or protection (collectively, "Intellectual Property Rights"), are owned by or licensed to Seller. The sale of any Products or Services to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property ownership or license whatsoever, except as may be expressly granted by the Seller in the materials which accompany the Products or Services upon delivery. Seller expressly reserves its ownership rights in and to its Products and Services and asserts that additional restrictions may apply to the use of the Products or Services as set forth in the applicable Products or Services documentation and other materials which accompany the Products or Services. Any unauthorized use of Seller's Intellectual Property Rights, including but not limited to its trademarks, is expressly prohibited.

a. **Infringement Claims – Indemnification by Seller.** Seller will defend, indemnify and hold harmless Buyer and its officers, directors, employees, agents and shareholders from any liabilities, losses, costs and expenses (including without limitation reasonable out of pocket expenses for attorneys' fees and costs of litigation) (collectively "Losses") arising out of a claim made against Buyer by a third party (but excluding claims described in Section 16(b)) for alleged infringement of any U.S. patent, trademark or copyright existing as of the effective date of any Contract and relating to Buyer's lawful use of the Products purchased under such Contract in Buyer's business. Seller's obligations hereunder are contingent upon Buyer having made all payments to Seller then due at the time the claim arises and not otherwise being in breach of any provision of the Contract as well as Buyer's complying with the Indemnification Procedures outlined below. Seller may also, at any time, at its option: (i) procure for Buyer the right to continue to use the Products in question, free of any liability for such infringement; or (ii) direct Buyer to cease use of and not market or sell such Products and (1) modify the Products in question so that they

become non-infringing; (2) substitute the Products in question with functionally equivalent non-infringing Products; or (3) accept the return of the Products against payment of the Products' then-depreciated value, computed on a three (3) year straight-line depreciation schedule commencing as of the date of delivery. The obligations set forth in this Section 16(a) shall be Buyer's sole and exclusive remedy and Seller's entire liability for any infringement of third-party intellectual property rights as described in this Section 16(a).

b. **Infringement Claims – Indemnification by Buyer.** Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents and shareholders from and against any Losses arising out of a claim made against Seller or its suppliers by a third party to the effect that any Products manufactured for or sold to Buyer infringe upon any patent, trademark, copyright or other intellectual property right, if such Products were manufactured pursuant to Buyer's designs, specifications, processes and/or formulas, including the incorporation by Seller of logos, names, or other trademarks provided by Buyer.

17. **Other Indemnification Claims.**

a. **By Buyer.** Buyer shall defend, indemnify and hold harmless Seller and its officers, directors, employees, agents and equity holders from and against any and all Losses arising out of the use, operation or possession of the Products and/or Services by Buyer or its affiliates, directors, employees, agents or representatives; the negligent or willful act or negligent or willful omission of Buyer or its affiliates, officers, directors, employees, agents or representatives; or the alteration or modification of the Products or the use or combination of the Products with other products, devices or services by Buyer or its affiliates, directors, employees, agents or representatives.

b. **By Seller.** Seller agrees to defend, indemnify, and hold harmless Buyer and its officers, directors, employees, agents and equity holders from and against any and all Losses arising out of the negligent or willful act or negligent or willful omission of Seller or its affiliates, officers, directors, employees, agents or representatives; and any and all lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind filed by any party including without limitation, any subcontractor, which in whole or in part are based in Products or Services provided to Buyer.

18. **Indemnification Procedures.** Promptly after receipt of any written claim or notice of any action giving rise to a claim for indemnification, (a) the indemnified party shall notify the other party and provide copies of the claim and any documents relating to the same in its possession; and (b) the indemnifying party shall have control of the defense of any such claim and all negotiations for settlement or compromise provided, however, that the indemnified party shall have the right to approve defense counsel selected by the indemnifying party, such consent not to be unreasonably withheld or delayed. In the event both the indemnified party and the indemnifying party are named in the claim and circumstances exist or may arise which would make the indemnifying party and the indemnified party adverse to each other or create a conflict of interest for the indemnifying party defending the indemnified party, the indemnified party shall be permitted to participate in the defense of the claim with counsel of its own choosing at the reasonable cost and expense of the indemnifying party; and (c) at the indemnifying party's reasonable request and expense, the indemnified party shall provide it with reasonable assistance for the defense of the claim. The indemnified party shall

be entitled to employ counsel at its own expense to monitor the handling of the claim and neither party shall settle a claim that imposes on, or restricts the operations of, the other party or requires the other party to pay monies or make admissions without the written consent of such other party, which consent shall not be unreasonably withheld or delayed. If the indemnifying party fails to assume the defense of any claim within the prescribed period of time, then the indemnified party may assume the defense of such claim at the reasonable cost and expense of the indemnifying party.

19. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Contract ("Confidential Information") is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. **Data Security.** Buyer shall comply with the data protection and privacy legislation in all relevant countries and shall ensure that its employees, agents and contractors observe the provisions of that legislation. Buyer represents that it has developed and implemented, and covenants that it will maintain, effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the confidentiality, security, integrity and availability of Seller's Confidential Information provided hereunder; (b) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (c) protect against unauthorized access or use of such information; and (d) ensure the proper disposal of such information. Buyer shall promptly notify Seller of any breach of confidentiality by Buyer or any of its agents, disclosure of Seller's Confidential Information by Buyer or one of its agents or a breach of Buyer's information security policies or procedures. Notice shall be provided to Seller no later than 24 hours upon discovery of breach.

21. **Security Interest.** Buyer hereby grants to Seller, its successors and assigns, a lien on and purchase money security interest in and to all of the right, title and interest of Buyer in, to and under the Products sold hereunder, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, to secure payment of all obligations of Buyer under the Contract, including, but not limited to, all costs and expenses set forth in Section 6 hereof, and Buyer authorizes Seller to take all actions necessary to perfect and/or enforce such security interests, including, but not limited to, the filing of any financing statement in accordance with the Uniform Commercial Code or other applicable law. Default in payment of such obligations when due shall permit Seller, in its sole discretion, to declare all obligations of Buyer immediately due and payable, and in such event, Seller shall have all the rights and remedies of a secured party under

applicable law. In connection with the security interest granted herein, Seller is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Seller as secured party. Buyer will execute such documents requested by Seller to record and otherwise perfect this security interest. At all times when the Products are subject to a security interest, Buyer shall maintain the Products in good working condition.

22. Limitation of Liability.

a. **Incidental and Consequential Damages.** SELLER'S LIABILITY WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE AMOUNT RECEIVED BY SELLER FOR THE PRODUCTS OR SERVICES GIVING RISE TO ANY CLAIM HEREUNDER. SELLER SHALL NOT BE SUBJECT TO AND BUYER EXPRESSLY DISCLAIMS AND WAIVES ANY CLAIM OR INTEREST IN OR TO ANY AND ALL INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS SOLD OR SERVICES RENDERED PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF SELLER OR OTHERWISE, AND WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **Specifically Excluded Damages.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS AND BUYER WAIVES ANY LIABILITY OR CLAIM FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, DAMAGES FOR LOST PROFITS OR REVENUES, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES.

c. **Remedies.** THE DAMAGE LIMITATIONS PROVIDED IN THESE TERMS AND CONDITIONS AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN). THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE.

23. **Time Limitations on Claims.** Except as otherwise expressly provided herein, any action that Buyer may have against Seller alleging Seller's breach of any provision of the Contract must be commenced within one (1) year following Buyer's discovery of the alleged breach, or such claim shall be forever barred.

24. **Modification; Waiver.** No modifications to these terms and conditions shall be enforceable except when in writing and signed by both parties, unless otherwise expressly stated herein. Seller shall not be deemed to have waived any of its rights, powers, or remedies under these terms and conditions, or at law or in equity unless such waiver is in writing and is executed. No delay or omission by Seller in exercising any right, power, or remedy shall operate as a waiver thereof or of any other right, power, or remedy.

No waiver by Seller of any default shall operate as a waiver of any other default, or of the same default or another occasion.

25. **Severability.** If any provisions of the Contract shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof, and any such illegal or unenforceable provisions will be limited to the minimum extent necessary to render the same valid or will be excised from this Contract, as the circumstances require, and this Contract will be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.

26. **Assignability.** Buyer may not assign the Contract or any of Buyer's rights or obligations hereunder without Seller's prior written consent. Seller may assign the Contract or Seller's rights or obligations hereunder to an affiliate of Seller or to an acquirer of control of Seller's equity or all or substantially all its assets.

27. **Third Party Beneficiaries.** Except with respect to the indemnification obligations in favor of each party's officers, directors, employees, agents and equity holders set forth in Sections 16 and 17, this Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

28. **Force Majeure.** Seller shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, pandemic, epidemic, fire, flood, accident, explosion, insurrection, riots, national emergencies, war, acts of public enemies, acts of God, mechanical breakdown, strike or other labor trouble, plant shutdown, acts or omissions of Buyer, unavailability of or interference with the usual means of transporting the Products, any law, regulation, order, recommendation or request of any governmental authority having or claiming to have jurisdiction over Seller, its subcontractors and/or its suppliers, or any supplier delays or supplier failures to deliver necessary materials or components. In addition, Seller shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any labor or material necessary for manufacturing the Products or performing the Services. In the event that there should be a shortage of any Product, Seller may apportion its available Product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Upon giving prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under the Contract, the time of performance by Seller shall be extended, at Seller's option, to the extent of any delay resulting from any force majeure event.

29. **Governing Law; Exclusive Jurisdiction and Venue.** The Contract shall be governed and construed according to the laws of the State of New York, without reference to principles or conflicts of laws. Any action brought by either party arising out of or relating to the Contract must be brought in a U.S. District Court or state court in New York County, New York. Buyer waives any objection to jurisdiction or venue in respect of said courts and to any service of process issued under their authority.

30. **Anti-Bribery.** Buyer hereby certifies that Buyer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering,

including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the transactions governed by these Terms to any “foreign official,” including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Buyer understands that for purposes of this Section, a “foreign official” may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

31. **Compliance with Laws.** Buyer shall: (i) comply with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, and environmental health and safety; (ii) maintain in effect all licenses, permissions, authorizations, certificates, consents, approvals, and permits necessary to carry out Buyer’s responsibilities and obligations under the Contract and these Terms; and (iii) handle, store, use, and transfer the Products in compliance with the foregoing and any safety information provided by Seller. Buyer shall complete any documents and provide such information as Seller may reasonably request to ascertain Buyer’s compliance with the foregoing. The Products, including any documentation and technical data related thereto, may be subject to certain: (a) U.S. or other applicable export laws, rules, and regulations, including, without limitation, the U.S. International Traffic in Arms Regulations, Export Administration Regulations and Foreign Assets Control Regulations (“Export Laws”); and (b) anti-money laundering laws, rules, and regulations, including, without limitation, the U.S. Patriot Act (“AML Laws”). Buyer shall comply with all applicable Export Laws and AML Laws. Buyer shall not export, re-export, or release any Products that are subject to Export Laws, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Export Laws. It is Buyer’s responsibility to obtain any license or other approvals, and Buyer will complete any documents requested by Seller prior to exporting, re-exporting, or releasing any Products that are subject to Export Laws. Seller will have no obligation to make any shipment to Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. Buyer shall indemnify, defend, and hold Seller, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Buyer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

32. **Relationship of Parties.** Nothing contained in these Terms shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these terms and conditions shall be deemed to construe either of the parties as the agent or distributor of the other party.

33. **No Third-Party Beneficiaries.** The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended

to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

34. **Survival.** Sections 6, 9, 14-27, 29, and 32-34 will survive the expiration or earlier termination of the Contract, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.



Belanger Inc.

Return Merchandise Authorization Policy

Subject to the applicable Terms and Conditions of Sale, the following procedures shall apply to any return of Products (including equipment and replacement parts):

RMA Request

- Prior to proceeding with the return of any Product, Buyer shall issue a written request to Seller for a Return Merchandise Authorization (“RMA”) number, setting forth the reason for such request in reasonable detail. If an RMA request relates to a warranty claim or other issue with a Product, the RMA request shall be made no later than 10 days after the issue has occurred or is discovered.
- Written requests for an RMA shall be delivered to Belanger by e-mail sent to the following address: techsupport@belangerinc.com. Each returned Product should be listed separately on the RMA form. Requests for distributor stock returns should be submitted separately from any warranty returns.
- If the return request is accepted by Seller pursuant to the Terms and Conditions of Sale and/or applicable warranty, Seller shall issue an RMA number to Buyer to return the Product.

Return of Products by Buyer

- In order to be eligible for merchandise credit or replacement, all of the Products included in an RMA must be received by Seller within 40 days from the date the RMA number was issued. Credit or replacement will be denied for any items received after 40 days.
- The following requirements must be fully met by Buyer for the return to be processed. If the requirements are not met, the Products may be promptly returned to Buyer at Buyer’s sole cost and expense.
 - The box containing the returned Products must be visibly labeled with the RMA number. The returned Products must each be clearly marked with their respective Belanger part number.
 - If the return is a Product that has failed or is otherwise subject to a warranty claim, the return must include the date the Product was installed and the date it failed.
 - When returning Products that are subject to multiple RMA’s in the same shipment, all Products from the RMA should be in the same box or bag with the paperwork for that RMA, and on the outside of the box, write all the applicable RMA numbers.
 - All Products accepted for return by Seller that are not subject to a potential warranty claim must, unless approved by Seller in writing, be in unused, resaleable condition and still in their original shipping container and/or packaging.
 - All returned Products should be returned to the address provided by Seller in writing to Buyer at Buyer’s sole cost and expense (freight prepaid by Buyer). If no address is provided at the time the RMA number is issued, the Products should be returned to the following address:

Belanger, Inc.
1001 Doheny Dr.
Northville, MI 48167

- Buyer shall bear the risk of loss with respect to all shipments, both from Buyer to Seller and from Seller to Buyer, pursuant to this RMA policy.

Evaluation of Products by Seller

- If all of the above requirements are met, Seller will examine the returned Products to determine the cause of any failure or non-conformance, if applicable, and evaluate whether the returned Products are subject to Seller's limited warranty, if applicable.
- At Seller's sole discretion, certain returned Products must be sent to Seller's vendors for analysis before a return for such Product may be accepted.
- If any Product is returned to Seller pursuant to a warranty claim, and no defect is found upon inspection, the Product will be returned to Buyer, and Buyer shall be invoiced for the return freight, plus a \$50 "No Defect" charge for each Product returned.
- For the avoidance of doubt, the recommendation of a return or replacement of a Product by any of Seller's personnel (such as Seller's technical service providers) **DOES NOT** guarantee that such Product will be accepted for return or replacement until evaluated by Seller and accepted by Seller.

