

Truline Industries Inc. Terms & Conditions of Sale

As of: October 1, 2025

These Terms and Conditions of Sale (the “**Terms and Conditions**”) govern all sales of goods, materials, and/or services by Truline Industries Inc. (“**Seller**”) to the buyer (“**Buyer**”) listed on Seller’s quote (the “**Quote**”).

1. ACCEPTANCE: Seller’s acceptance of any order is subject to Buyer’s credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller’s vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer). If Seller, in its sole discretion, determines that Buyer’s ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS AND CONDITIONS SHALL GOVERN ALL SALES OF GOODS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER (COLLECTIVELY “**GOODS**”). SELLER OBJECTS TO AND EXPLICITLY REJECTS ANY CHANGES OR ADDITIONAL OR DIFFERENT TERMS (INCLUDING THOSE THAT MAY BE CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) AND NO SUCH TERMS WILL CHANGE OR MODIFY THESE TERMS & CONDITIONS UNLESS EXPRESSLY ACKNOWLEDGED AND AGREED TO IN A SEPARATE WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS AND CONDITIONS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR “FLOWDOWN” TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. PRICES AND TAXES: Buyer agrees to pay the prices listed by Seller on the Quote, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall also collect all applicable taxes from Buyer unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment. In the event of such change, Seller shall notify Buyer prior to delivery of such Goods, and Buyer may cancel the special-order Goods at its discretion if the revised prices are unacceptable, without further charge or penalty other than applicable vendor related charges.

3. PAYMENT: Buyer shall pay Seller net sixty (60) days from the date of Seller’s invoice, or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer’s ability to collect or obtain funds from any other party. All credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer’s financial condition requires full or partial payment prior to manufacture or shipment. Buyer agrees that Seller may obtain and use Buyer’s credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

4. REMEDIES FOR NON-PAYMENT: If Buyer fails to make any payment when due, Seller reserves the right to suspend performance until Buyer becomes current on outstanding amounts due to Seller. Buyer agrees to pay a charge on all amounts past due at the rate of 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that transactions to which these terms relate are commercial transactions. To the extent not contrary to applicable law, Buyer (i) waives any available homestead exemption, (ii) irrevocably authorizes Seller to appoint a representative to appear in a court of competent jurisdiction to confess a judgment without process in Buyer's favor for any amount due that remains unpaid, and (iii) consent to immediate execution upon any such judgment. Buyer voluntarily and knowingly waives its right to notice, demand, presentment, protest and any hearing to which it may be entitled under any state or federal law relating to any right or remedy (including prejudgment remedies) that Seller may elect to use or of which it may avail itself.

IMPORTANT NOTICE: A CONFESSION OF JUDGMENT PROVISION AND OTHER WAIVERS CONTAINED HEREIN CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE. IF YOU DO NOT PAY ON TIME, THESE WAIVERS ALLOW SELLER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE OR YOUR PRIOR KNOWLEDGE. YOU ARE GIVING UP YOUR RIGHT TO NOTICE AND TRIAL. BUYER MAY OBTAIN JUDICIAL REMEDIES TO COLLECT AMOUNTS DUE REGARDLESS OF ANY CLAIMS YOU MAY HAVE (INCLUDING WITHOUT LIMITATION, CLAIMS FOR RETURNED OR FAULTY GOODS, FAILURE BY SELLER TO COMPLY WITH THIS AGREEMENT, OR ANY OTHER CAUSE).

5. TITLE AND RISK OF LOSS OR DAMAGE: As to Goods delivered by Seller's truck, title and risk of loss passes to Buyer upon delivery at the place Buyer receives possession. Any deliveries by Seller's truck or other method of delivery by Seller shall be explicitly stated on the Order. All other sales shall be delivered F.O.B., point of shipment, and Buyer takes title and assumes full responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck.

6. QUOTATIONS: All Quotes expire thirty (30) days from the date of the Quote unless otherwise noted on the Quote. This time limit applies even if Buyer uses the Quote to submit a job or project bid to any other party.

7. ASSIGNMENT: Buyer may not assign any Order without the express written consent of Seller. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.

8. RETURN OF PRODUCTS AND ORDER CANCELLATION: Cancellation requests will be invoiced at full W.I.P. value at the time of the request. All Quotes are priced only to include manufacture to print, and any additional requirements stated on Buyer's request for quotation ("**RFQ**"). Additions to Buyer's Order that are not listed on the RFQ will be subject to price adjustments.

9. TERMINATION: Either party may terminate the whole or any part of an Order if there is a material breach of these Terms & Conditions. In the event of any such breach, the non-breaching party will provide the breaching party with written notice of the nature of the breach and the non-breaching party's intention to terminate for default. In the event the breaching party does not cure such failure within ten (10) business days of such notice, the non-breaching party may, by written notice, terminate the Order; provided, that the breaching party shall continue its performance to the extent not terminated.

10. INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY: Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use unless explicitly set forth on the Quote, in which case Seller represents and warrants that the Goods will conform to Buyer's specification upon delivery. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to ensure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

11. DELIVERY: Unless otherwise agreed in writing by Seller, all Goods must be taken by Buyer within one (1) calendar year after the date of Buyer's Order. Seller will strive to accommodate re-scheduling release dates within this one-year window. Initial lead-time estimates provided by Seller in no way infer or guarantee that production will commence within that lead-time prior to customer's first release as referenced in the Quote. Production and raw material orders may start at the time the Order is issued.

12. EXCUSABLE DELAYS: Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's vendors or suppliers, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable storage or other charges for any expense incident to such delay.

13. CLAIMS: Claims for any nonconforming or defective Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute and be deemed an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

14. QUALITY REQUIREMENTS: Any additional quality requirements including, but not limited to: PFEMA, PPAP, FAIR, etc., must be requested as part of the RFQ, and are not to be added or requested at any time after the initial RFQ. Seller will strive to accommodate any addition requests and will adjust pricing and delivery estimates accordingly.

15. WARRANTIES: (a) **SELLER'S WARRANTIES:** Seller warrants that all Goods sold are new and, upon payment in full by Buyer of the Goods, free and clear of any security interests or liens. Buyer's exclusive remedy for breach of such warranties shall be replacement with a new product or termination of any security interests or liens. If the Quote includes and incorporates Buyer's plans and/or specifications from an RFQ, Seller warrants that the Goods shall conform to Buyer's specifications as of the time of delivery. Seller makes no independent warranties other than those set forth herein. (b) **VENDOR'S WARRANTIES:** Seller shall also assign to Buyer any vendor warranties and/or remedies provided to Seller by its vendors or upstream suppliers. (c) **INTELLECTUAL PROPERTY INFRINGEMENT:** SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY GOODS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH GOODS. (d) **LIMITATIONS:** UNLESS EXPLICITLY SET FORTH IN THESE TERMS AND CONDITIONS, THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THE GOODS. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.

16. LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, BASED ON CLAIMS BASED ON CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE) RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS AND CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COSTS OF SOURCING OR PURCHASING SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY GOODS SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THESE TERMS AND CONDITIONS, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.

17. INDEMNIFICATION:

a) Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless

Seller, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from: (a) Buyer's breach of this Agreement; (b) Buyer's negligence, gross negligence, or willful misconduct; (c) Buyer's modification, alteration, or misuse of the Goods after delivery; (d) Buyer's failure to comply with applicable laws, regulations, or specifications; (e) Buyer's failure to provide accurate specifications, drawings, or technical requirements; and (f) claims arising from Buyer's use of the Goods in applications other than those specified in writing by Buyer.

- b) Limitations on Seller's Indemnification. Seller's indemnification obligations, if any arise by law, shall be limited to direct damages only and shall not exceed the purchase price of the specific Goods giving rise to the claim. Seller shall have no indemnification obligations for: (a) claims arising from Buyer's specifications or design requirements; (b) modifications made by Buyer or third parties; (c) normal wear and tear; (d) misuse or abuse of the Goods; or (e) Buyer's or its customers' failure to follow Seller's instructions or recommendations.

18. RIGHT OF ACCESS; CONFIDENTIALITY: Seller allows its customers, regulatory agencies, and other relevant parties the right of access to its facility, personnel, and relevant documented information to assess the Seller's ability to meet Buyer, statutory, and regulatory requirements applicable to the product, as well as Seller's own requirements. Any and all access to Seller's facilities shall only be made under the supervision of Seller's authorized personnel, and such access may be limited or otherwise restricted or terminated in Seller's sole and absolute discretion. Written notification of intent to access our facility, as well as planned date(s) and person of contact from Seller is required prior to arrival.

All non-public, confidential or proprietary information of the parties, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations (including, but not limited to, routers, manufacturing plans, manufacturing work instructions, machine abilities, tooling, etc.), customer lists, pricing, discounts or rebates disclosed by one party to the other in connection with a Quote or an Order, whether or not marked or identified as "confidential" (collectively, "**Confidential Information**") is confidential. Each party shall only use the other party's Confidential Information to perform its obligations related to an Order and shall not disclose any such Confidential Information to any third party, unless expressly authorized by the disclosing party in writing. This section shall not apply to information that the receiving party can demonstrate by reasonable documentary evidence is: (i) in the public domain without breach of any obligation of confidentiality; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party or developed for the receiving party on a non-confidential basis from a third party. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchange) or by a court, arbitral or administrative tribunal or other authority of competent jurisdiction; provided that, to the extent it is legally permitted to do so, it gives the disclosing as much notice of such disclosure as possible and provides the disclosing party the opportunity to seek a protective order or other relief to prevent or limit such disclosure. Buyer expressly agrees that any knowledge, notes or communications relating to its access to Seller's facilities or observations of Seller's processes constitutes Confidential Information, and that Seller may refrain from providing details with respect to such access or processes in its sole discretion (regardless of customer name, size, percentage of sales, terms and conditions of purchase orders, etc.).

19. MISCELLANEOUS

- (a) **EXPORTS:** If Goods are sold for export, Seller's standard terms and conditions for export sales apply, which are available to Buyer upon request. Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.
- (b) **ANTI-MONEY LAUNDERING RESTRICTIONS:** Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.
- (c) **GOVERNING LAW; JURISDICTION:** These Terms and Conditions and all Quotes and Orders, and all disputes related to them shall be governed by the laws of the State of Ohio, United States of America, without giving effect to any principals governing the conflict of laws. Each party agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this these Terms and Conditions, a Quote or an Order, and all contemplated transactions, in any forum other than a court of competent jurisdiction in the state of Ohio, county of Cuyahoga, United States of America. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (d) **SELLER PARTIES:** For the purposes of these Terms & Conditions, the term "Seller" shall mean Truline Industries Inc. the party set forth on the quotation.
- (e) **TECHNICAL DATA:** Truline is registered with the Directorate of Defense Trade Controls (DDTC) and is in compliance with International Traffic in Arms (ITAR) regulations regarding technical data. Disclosure to a Non-U.S. Person is considered an export under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR) and may require authorization under a license, agreement, exemption or exception under the applicable regulation(s). Foreign person(s), as defined in 22 CFR 120.16 are prohibited from viewing any technical data, including blueprints, drawings, photographs, emails and any other documentation relevant to the organization.
- (f) **SEVERABILITY:** If any provision of these Terms and Conditions is deemed invalid or unenforceable, the remainder shall remain in full force and effect.