

TRULINE INDUSTRIES INC. TERMS & CONDITIONS OF SALE

As of: October 6, 2026

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**”). As used herein, “**Order**” means any purchase order, release, schedule, or other request for Goods issued by Buyer. These Terms and Conditions are incorporated into, and are attached to or delivered with, each Quote.

1. ACCEPTANCE: Seller’s acceptance of any Order is subject to Buyer’s credit approval by Seller and is expressly conditional on Buyer’s assent to these Terms and Conditions exclusively. 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, PRESENTING AN ORDER TO SELLER, OR ACCEPTING DELIVERY OF ANY GOODS, 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, IN BUYER’S STANDARD TERMS AND CONDITIONS OF PURCHASE OR SUPPLIER QUALITY REQUIREMENTS (EXCEPT AS PROVIDED IN SECTION 14), IN ANY SUPPLIER PORTAL, ELECTRONIC ACKNOWLEDGMENT OR CLICK-THROUGH AGREEMENT, 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. SELLER’S COMMENCEMENT OF WORK, PURCHASE OF MATERIALS, SHIPMENT OF GOODS, ACCESS TO OR USE OF ANY BUYER SUPPLIER PORTAL, OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE ACCEPTANCE OF ANY TERMS PROPOSED BY BUYER. 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, tariffs 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. Quoted prices are based on the quantities, lot sizes, and delivery schedule stated in the Quote, and any change by Buyer to quantities, lot sizes, or schedule may result in a price adjustment. Unless the Quote states that prices are firm for a stated period, Seller may adjust the price of Goods not yet shipped to reflect

documented increases in the cost of raw materials, energy, tariffs or duties, or outside processing occurring after the date of the Quote, upon written notice to Buyer. Within ten (10) days after receipt of such notice, Buyer may cancel the affected Goods that have not entered production, subject to payment of the amounts described in Section 8 for materials and work in process.

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. Buyer shall not set off, deduct, or withhold any amount claimed from Seller against any amount due to Seller without Seller's prior written consent.

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.

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 Quote. All other sales shall be delivered FCA Seller's facility (Incoterms® 2020) by loading the Goods onto the collecting vehicle provided by the carrier nominated by Buyer, and Buyer takes title and assumes full responsibility for risk of loss or damage upon such loading for such sales. After such delivery, Buyer is responsible for all carriage, freight, insurance, export and import formalities, duties, taxes, and other charges. Claims for Goods damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck. Goods that Buyer rejects or returns remain at Buyer's risk until received by Seller.

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. Any Quote identified as "budgetary," "indicative," or "non-binding" is not an offer capable of acceptance. Acceptance of any other Quote is expressly limited to the terms of the Quote and these Terms and Conditions.

7. ASSIGNMENT; SUBCONTRACTING: 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. Seller may use subcontractors for special processes, testing, and other operations on the Goods, subject to any approved-source requirements expressly stated in the RFQ and accepted in the Quote.

8. CANCELLATION: Buyer may cancel, reduce, or terminate an Order accepted by Seller only with Seller's written consent. If Buyer cancels, reduces, or terminates any Order, in whole or in part, for any reason other than Seller's uncured material breach under Section 9, Buyer shall pay Seller: (a) the Order price for all completed Goods; (b) Seller's costs incurred for work in process, plus a reasonable profit; (c) Seller's cost of raw materials and components purchased for the Order that Seller cannot return or reasonably use for other orders, and of any non-cancellable commitments to Seller's suppliers; and (d) any unrecovered tooling, non-recurring engineering, and set-up costs. Upon such payment and at Buyer's request and expense, Seller shall deliver to Buyer the completed Goods and work in process paid for by Buyer. 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. Seller may also terminate any Order immediately by written notice if Buyer becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any proceeding under bankruptcy or insolvency laws. Upon any termination by Seller under this Section 9, Buyer shall pay Seller the amounts described in Section 8.

10. BUILD TO PRINT; DESIGN RESPONSIBILITY; PRODUCT USE: Unless the Quote expressly states that Seller has design responsibility, all Goods are manufactured to the drawings, specifications, and other technical requirements furnished by Buyer with the RFQ and identified in the Quote (the "**Specifications**"), and Buyer is solely responsible for the design of the Goods and for the accuracy, adequacy, and completeness of the Specifications. 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 determine the suitability of the Goods for Buyer's intended application and to obtain all qualifications, certifications, airworthiness approvals, and other regulatory approvals required for the Goods and for any product into which they are incorporated. SELLER HAS NO RESPONSIBILITY FOR, AND MAKES NO REPRESENTATION REGARDING, THE DESIGN, APPLICATION, OR PERFORMANCE OF ANY PRODUCT OR SYSTEM INTO WHICH THE GOODS ARE INCORPORATED.

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 imply 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. Delivery dates are estimates based on Seller's lead time as of the date of the Quote, and time is not of the essence. A delivery shall be deemed on time if the Goods are delivered in accordance with Section 5 within five (5) business days after the scheduled delivery date. Any acceleration of delivery or expedited shipment requested by Buyer is subject to Seller's acceptance and shall be at Buyer's expense. If Buyer delays or suspends any Order, Seller may invoice completed Goods as of the scheduled delivery date, and if such delay or suspension exceeds ninety (90) days, Seller may treat the affected portion of the Order as cancelled by Buyer under Section 8.

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. Seller may allocate its available production and materials among its customers in a fair and reasonable manner. 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; RETURNS: 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. Latent defects in material or workmanship that could not reasonably have been discovered on inspection within such period are governed by the warranty in Section 15(a). No Goods may be returned without Seller's prior written return authorization. Seller shall have the right to inspect any Goods claimed to be nonconforming and, if Seller confirms the nonconformity, to repair or replace them in accordance with Section 15(a).

14. QUALITY REQUIREMENTS: Seller maintains a quality management system certified to AS9100 and shall not be required to obtain or maintain any additional certification. Any additional quality requirements including, but not limited to: PFMEA, 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 additional requests and will adjust pricing and delivery estimates accordingly. Buyer's quality requirements apply only to the extent identified in the RFQ by clause or document number and accepted in the Quote, and only at the revision in effect on the date of the Quote; no later revision applies unless Seller agrees in writing. Buyer's quality requirements govern quality-system, inspection, and documentation procedures only, and do not expand Seller's warranty, liability, or indemnity obligations or Buyer's rights of access, which are governed exclusively by Sections 15, 16, 17, and 18. Seller shall retain quality records relating to the Goods in accordance with the record retention requirements of its

AS9100-certified quality management system, or for such longer period as applicable law requires.

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. Seller further warrants that, for a period of twelve (12) months after delivery in accordance with Section 5 (the "Warranty Period"), the Goods will conform to the Specifications and will be free from defects in material and workmanship. Seller makes no warranty regarding the design of any Goods manufactured to Buyer's Specifications, or regarding materials, components, or processes furnished or specified by Buyer. Buyer's sole and exclusive remedy, and Seller's sole obligation, for breach of any warranty shall be, at Seller's option, repair or replacement of the nonconforming Goods within thirty (30) business days after their return to Seller, or a credit or refund of the price paid for them, and termination of any security interests or liens. Seller shall bear reasonable return shipping costs for Goods that Seller confirms are nonconforming. These warranties do not apply to Goods that, after delivery, have not been properly transported, stored, installed, operated, handled, and maintained; have been altered, modified, or repaired by anyone other than Seller; or have been subject to accident, misuse, abuse, or neglect. These warranties are made solely to Buyer and may not be assigned to or enforced by Buyer's customers or any other third party. Seller makes no independent warranties other than those set forth herein. (b) **VENDOR'S WARRANTIES:** Seller shall also assign to Buyer, to the extent assignable, 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 WITH RESPECT TO GOODS MANUFACTURED TO BUYER'S SPECIFICATIONS. BUYER'S OBLIGATIONS FOR INFRINGEMENT CLAIMS RELATING TO SUCH GOODS ARE SET FORTH IN SECTION 17(a).** (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 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. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, 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), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. 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. ANY ACTION BY BUYER ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, ANY QUOTE, OR ANY ORDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

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; (f) claims arising from Buyer's use of the Goods in applications other than those specified in writing by Buyer; and (g) any claim that Goods manufactured to Buyer's Specifications, or Seller's use of the Specifications in accordance with an Order, infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property right of a third party, except to the extent the claim is based solely on Seller's own manufacturing processes or on Seller's unauthorized deviation from the Specifications.

b) Limitations on Seller's Indemnification. Seller's indemnification obligations, if any, arising 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 relevant documented information, records, and Goods to assess the Seller's ability to meet Buyer, statutory, and regulatory requirements applicable to the product, as well as Seller's own requirements. Because of the proprietary, confidential, and specialized nature of Seller's production facilities and manufacturing processes, any on-site review by Buyer or its customers shall be conducted in areas designated by Seller and shall not include access to Seller's production areas or manufacturing processes except as Seller agrees in writing or as required by law for regulatory agencies. 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. Any request for access must be made in writing at least five (5) business days in advance, identifying the planned date(s), the individuals attending, and the scope of the review. Any visit shall take place during normal business hours, shall not exceed two (2) business days, and shall be at Buyer's expense. All visitors must comply with Seller's site, safety, and security rules, must sign Seller's visitor confidentiality acknowledgment, and, where ITAR-controlled technical data may be present, must be U.S. persons.

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. Notwithstanding the foregoing, Seller may disclose Buyer's Confidential Information to its employees and to subcontractors performing processes or other operations on the Goods who need to know it for that purpose and are bound by confidentiality obligations no less protective than this Section. Buyer shall not remove, obscure, or disregard any proprietary or confidentiality marking on Seller's Confidential Information. 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 party 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.). If the parties have executed a separate nondisclosure agreement, it shall control to the extent of any conflict with this Section. The obligations in this Section survive completion, cancellation, or termination of any Order for five (5) years, and with respect to trade secrets, for so long as they remain trade secrets under applicable law.

19. CHANGES: Buyer may request changes to the Specifications, quantities, delivery schedule, or method of shipment or packing. No change is binding on Seller unless accepted by Seller in writing. If any change increases or decreases the cost of, or the time required for, performance,

the parties shall agree in writing on an equitable adjustment to the price, the delivery schedule, or both before Seller is required to implement the change. If the parties do not agree on an equitable adjustment, Seller is not required to accept the change and shall have no liability for any resulting delay. Buyer shall pay Seller for materials, work in process, and completed Goods rendered obsolete or unusable by any change. Seller will notify Buyer of changes to Seller's manufacturing processes to the extent required by quality requirements accepted in the Quote under Section 14.

20. INTELLECTUAL PROPERTY; TOOLING: (a) Seller retains all right, title, and interest in its proprietary information and property, including its manufacturing processes, routers, work instructions, CNC and other programs, fixtures, tooling designs, inspection methods, and know-how, whether or not developed in connection with an Order ("**Seller IP**"). No license or other right in Seller IP is granted to Buyer, except a non-exclusive, perpetual, royalty-free right to use and resell the Goods purchased from Seller. Payment of non-recurring engineering, tooling, set-up, first article, or similar charges does not transfer to Buyer any ownership of, or license in, Seller IP unless expressly agreed in a writing signed by an authorized representative of Seller. (b) Unless the Quote expressly provides otherwise, all tooling, fixtures, gages, and programs used to produce the Goods remain Seller's property, even if Buyer pays a tooling charge. (c) Specifications and other property furnished by Buyer remain Buyer's property and will be used by Seller only to perform Buyer's Orders. After completion or termination of the applicable Orders and upon Buyer's written request, Seller shall return Buyer-furnished property at Buyer's expense, except for records Seller is required to retain under Section 14.

21. 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. Each party shall comply with all export control and sanctions laws applicable to it, including the International Traffic in Arms Regulations ("**ITAR**") and the Export Administration Regulations ("**EAR**"). Buyer is responsible for determining and identifying in writing the export jurisdiction and classification of all Specifications and other technical data it furnishes to Seller, and for compliance with all export control laws applicable to the Goods after delivery. 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; ACH transfers and 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, including the Uniform Commercial Code as enacted in Ohio, without giving effect to any principles governing the conflict of laws. The United Nations Convention on

Contracts for the International Sale of Goods shall not apply. 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 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. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.

(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) as required by 22 CFR Part 122. Disclosure to a Non-U.S. Person is considered an export under the ITAR or the 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 120.63, are prohibited from viewing any ITAR- or EAR-controlled technical data, including blueprints, drawings, photographs, and emails, except as authorized under applicable law.

(f) SEVERABILITY: If any provision of these Terms and Conditions is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

(g) ENTIRE AGREEMENT; ORDER OF PRECEDENCE; AMENDMENT: These Terms and Conditions, together with the Quote and any Order accepted by Seller in accordance with Section 1, constitute the entire agreement between the parties regarding the Goods and supersede all prior or contemporaneous communications. In the event of any conflict, the following order of precedence applies: (i) any written supply or other agreement signed by authorized representatives of both parties; (ii) the Quote; (iii) these Terms and Conditions; and (iv) the Order, but only as to its description of the Goods, quantities, and delivery dates consistent with the Quote. These Terms and Conditions may be amended only by a writing signed by authorized representatives of both parties.

(h) NON-WAIVER: No failure or delay by Seller in exercising any right or remedy shall operate as a waiver of it, and Seller's performance after receipt of any Order containing additional or different terms shall not constitute a waiver of Section 1.

(i) SURVIVAL: Sections 4, 8, 13, 15, 16, 17, 18, 20, and 21, and any other provisions that by their nature are intended to survive, shall survive completion, cancellation, or termination of any Order.