

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Applicability. These terms and conditions for the sale of goods (these “**Terms**”) are the only terms that govern the sale of the goods by C. Cowles & Company, or its affiliate named on the Sales Confirmation (“**Seller**”), to the buyer named on the Sales Confirmation (“**Buyer**”). The accompanying quotation, order acknowledgement, or invoice (the “**Sales Confirmation**” and these Terms (collectively, the “**Agreement**”)) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. The prices set forth in the Sales Confirmation are expressly conditioned upon the exclusive applicability of these Terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Seller may, in its sole discretion and at any time for any reason, change these Terms or any policies, instructions or guidelines. It is the Buyer’s responsibility to review, understand and comply with these Terms and any related policies, instructions or guidelines which may be updated from time to time and posted on Seller’s website. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Delivery and Shipment. Except as otherwise agreed by Seller in writing, the goods are delivered FCA Incoterms 2020 Seller’s facility, and Buyer assumes both risk of loss and damages to the goods on Seller’s dock. Seller shall not be liable for any delays, loss, or damage in transit. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods. All delivery dates are approximate. Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

3. Non-Delivery. The quantity of any installment of goods as recorded by Seller on dispatch from Seller’s facility is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) calendar days of the date when the goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.

4. Modification or Cancellation of Orders. Seller shall have the right to modify the design and/or method of manufacture of the goods without advance notice to Buyer if, in the reasonable judgment of Seller, such modification does not materially and adversely affect the performance of the goods. For all non-standard or custom products (as identified in Seller’s price schedules), orders may be cancelled within three (3) business days of placement, provided the order has not yet shipped. Orders that have shipped within this three day period, as well as all orders beyond the three day period, are considered final and non-cancellable.

5. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the goods within five (5) days of receipt. Buyer will be deemed to have accepted the goods unless it notifies Seller in writing of any nonconforming goods during the inspection period and furnishes such written evidence or other documentation as reasonably required by Seller. Goods are considered nonconforming only if the: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

If Buyer timely notifies Seller of any nonconforming goods, Seller shall, in its sole discretion, (i) replace such nonconforming goods with conforming goods, or (ii) credit or refund the price for such nonconforming goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming goods to Seller’s facility located at North

Haven, CT. If Seller exercises its option to replace nonconforming goods, Seller shall, after receiving Buyer's shipment of nonconforming goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced goods. Buyer acknowledges and agrees that the remedies set forth in this Section 7 are Buyer's exclusive remedies for the delivery of Nonconforming goods.

6. Price. Buyer shall purchase the goods from Seller at the price set forth in the Sales Confirmation. If, prior to delivery of the goods to a carrier for shipment to Buyer, Seller determines that its costs have materially increased, Seller may adjust the price of the affected goods by providing written notice to Buyer. In such case, Buyer may, within five (5) business days of receipt of such notice, either (i) accept the revised price or (ii) cancel or modify the portion of the order affected by the price increase without penalty. If Buyer does not respond within the five (5) business day period, Buyer will be deemed to have accepted the revised price.

Prices for the goods are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, except taxes on or measured by Seller's net income, unless Buyer provides Seller tax exemption certificates acceptable to the taxing authorities.

7. Payment Terms. Payment of all invoices shall be made in United States dollars within thirty (30) days from the date of Seller's invoice, provided that Seller has completed a credit review and established payment terms for the Customer. A separate invoice will be issued for each shipment. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

8. Returns. Seller will not accept the return of any goods, except in the case of a defect notified by Buyer in accordance with Section 5.

9. Limited Warranty. Except as otherwise stated in Seller's published product-specific warranty, Seller warrants to Buyer that, during a period of one year from the date of shipment from Seller's facility, all goods shall be free from defects in materials and manufacture. Buyer is solely responsible for determining if goods are fit for Buyer's particular purpose. If, after Seller receives written notice, within the warranty period, that any goods allegedly do not meet Seller's limited warranty, and Seller in its sole discretion, determines such claim is valid, Seller's obligation and Buyer's exclusive remedy for breach of the foregoing warranty or any Seller published warranty, will be, at Seller's option, either: (i) repair or replacement of such goods (or the defective part) or (ii) credit or refund the price Buyer paid for such product, provided that, if Seller so requests, Buyer shall, at Seller's expense, return such goods to Seller.

EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Seller's obligations do not cover normal wear and tear or deterioration, defects in or damage to any goods resulting from improper installation, accident or any utilization, maintenance, repair or modification of the goods, or any use inconsistent with Seller's instruction as to the storage, installation, commissioning or use of the goods or the designed capabilities of the goods or which is subject to abuse, mishandling, misuse or neglect or any

damage caused by use in unforeseen or unintended environments or any other cause not the sole fault of Seller, and shall be at Buyer's expense.

Products manufactured by a third party may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the goods. Third party products are not covered by the warranty in Section.

9. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

10. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SELLER'S AGGREGATE LIABILITY FOR ALL CLAIMS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

11. Insurance. Seller and Buyer shall each carry insurance coverage in types and amounts adequate to protect against any liabilities outlined in these Terms. Seller shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier may have. Seller will not name the Buyer as an additional insured under any of its insurance policies.

12. Compliance with Law; Export Compliance. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including, without limitation, those of the United States of America, and the country or countries in which Buyer may operate, including, without limitation the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the U.S. Anti-Kickback Act ("**Anti-Kickback Act**"), International Traffic In Arms Regulations ("**ITAR**") and U.S. and E.U. export control and sanctions laws ("**Export Laws**"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees, or agents. Buyer acknowledges that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, ITAR, and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer, transship, export, re-export, ship, or otherwise deliver any products from Seller in a manner or for a purpose that violates ITAR or Export Laws or would cause Seller to be in violation of ITAR or Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with ITAR and Export Laws.

13. Confidential Information. Buyer acknowledges and agrees that any technical, commercial, or other confidential information of Seller, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered, or made available, whether directly or indirectly, to Buyer,

has been and will be received in confidence and will remain the property of Seller. Buyer further agrees that it will not use Seller's confidential information for any purpose other than for the benefit of Seller. 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.

14. Intellectual Property Rights. Buyer acknowledges and agrees that: (a) except to the extent provided in a separate written contract signed by the Seller and Buyer, Seller (or its licensors) will retain all intellectual property rights used to create, embodied in, used in and otherwise relating to the goods and any of their component parts; (b) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors; (c) Buyer shall not acquire any ownership interest in or license to any of Seller's intellectual property rights under the Agreement; (d) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be; and (e) if Buyer acquires any intellectual property rights in or relating to any product (including any Good) purchased under the Agreement (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement to the extent such failure or delay is caused by or results from acts beyond Seller's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, other widespread illness, public health emergency or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of Seller. Seller will resume performance as soon as practicable after the force majeure event(s) has been removed. All delivery dates affected by force majeure shall be tolled for the duration of such force majeure and rescheduled for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or subcontractors.

16. Material Shortages and Allocation. In the event Seller is unable to obtain in a timely manner material sufficient to fulfill all of its orders on hand, Seller shall have the right as a result of said material shortages to equitably allocate its available supply of such materials among any or all purchasers, as well as among departments and divisions of Seller, and to ship lesser quantities of the goods and other affected products to be delivered to Buyer and other customers of Seller, on such basis as it may deem fair and reasonable, without liability for any failure of performance which may result therefrom. The contract price shall be equitably adjusted, taking into consideration, among other things, the reduced quantity of items to be delivered and the increased production costs, if any, to Seller as a result of manufacturing lesser quantities than anticipated.

17. Default. The occurrence of any of the following events shall constitute a default: (a) Buyer fails to pay Seller when due any amount payable for any liabilities of the Buyer; (b) any statement, representation or warranty made herein or any related writing including credit information at any time furnished by the Buyer to Seller that is false or breached in any material respect; (c) Buyer fails to observe or perform any covenant or agreement; (d) Buyer, or a third party upon Buyer's behalf, undertakes any effort to replicate, redesign, reverse engineer or manufacture any item using Seller's proprietary information or Seller's product itself; (e) Buyer becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors, or if any proceeding is instituted by or against it for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed for or a writ or order of attachment of government is made or issued against or if any

proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against or with respect to any property of Buyer; or (f) termination or suspension of transaction of the usual business of the Buyer.

18. Remedies Upon Default. If Buyer fails to perform as specified herein, or if any event of default as defined in the foregoing paragraph shall occur, Seller may at its option and in addition to any remedies that may be provided under these Terms, at law or in equity, deem the order cancelled, cease further work on the goods sold hereunder, and Buyer shall, upon written notice by Seller, immediately pay Seller compensation for work or services in-process, including raw material, components and finished Goods.

19. No Assignment. Buyer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller, which shall not be unreasonably withheld.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law; Disputes. Seller and Buyer consent to the application of Connecticut law and the exclusive jurisdiction of the state and federal courts of the State of Connecticut for the purpose of any suit, action, or other proceeding (including appeals) arising from any dispute relating to these Terms.

22. Notices. All notices to Seller, to be effective against Seller, must be in writing and sent by certified mail, with return receipt request of by a nationally recognized overnight delivery service to Seller's headquarters. The effective date of such notice is the date of receipts. Seller may designate in writing other individuals to receive notice and may change its notice address.

23. Severability. If a court of competent jurisdiction holds any provision of these Terms to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Waiver. Any failure or delay by Seller in exercising any right or remedy in any instance will not prohibit Seller from exercising it later or from exercising any other right or remedy.

25. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall 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.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any orders placed pursuant to these Terms, including but not limited to, the following provisions: Limited Warranty, Limitation of Liability, Confidential Information, Intellectual Property Rights, Governing Law; Disputes, and Survival.