

## SANWA SCREEN U.S.A. CORP. TERMS AND CONDITIONS OF SALE – EFFECTIVE 04-08-2022

1. General. These Terms and Conditions (“Terms”) set forth the terms and conditions pursuant to which the purchaser (“Purchaser”) will purchase and Sanwa Screen U.S.A. Corp. (“Seller”) will sell any Sanwa Screen-brand products or other products (“Products”).

2. Purchase Orders; Acceptance. All purchase orders of Purchaser shall, unless otherwise agreed in writing by Seller, be in writing and set forth the quantity of the Products desired, the specifications therefor, the desired delivery date, and all other relevant information necessary to effectuate shipment of the Products by Seller. Seller’s sale of any Products is expressly conditioned on Purchaser’s assent to these Terms. Any acceptance of Seller’s offer is expressly limited to acceptance of these Terms. Any purchase order from Purchaser to Seller shall constitute Purchaser’s assent to these Terms. Any additional, inconsistent or contrary terms provided by Purchaser are hereby rejected and shall not become part of this agreement or any sale of Products to Purchaser unless specifically accepted in writing by an authorized representative of Seller.

3. Returns. Purchaser shall not return any Products actually delivered to Purchaser without the written consent of, and upon terms agreed to, by Seller.

4. Price. Prices shall be those in effect at the time of order entry. Prices are subject to change by Seller without notice. Seller’s prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the Products shall be paid by Purchaser.

5. Payment/Delinquency Charge. Payment terms are net thirty (30) days from the date of Seller’s invoice. Seller reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Purchaser within the designated net terms. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.

6. Delivery; Inspection. All delivery dates are estimates only and based upon the prompt receipt of all necessary information from Purchaser. Unless otherwise agreed in writing, Seller will deliver Products to Purchaser Ex Works (EXW) Seller’s facility (the “Delivery Point”). Title and risk of loss shall pass to Purchaser upon tender of Products to the carrier at the Delivery Point. Notwithstanding anything contained herein, Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from delays in delivery of the Products for any reason whatsoever. If for any reason Purchaser fails to accept delivery of any of the Products on the date fixed pursuant to Seller’s notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Purchaser shall inspect all Products within five (5) business days of receipt thereof (“Inspection Period”) and may reject any Products which fail in any significant respect to meet Seller’s written specifications. In its sole discretion, Seller shall replace such Products or credit Purchaser’s account for the invoice price of such Products. Credits against the purchase price will only be accepted on Products rejected on Purchaser’s initial inspection and provided that Purchaser delivers written notification to Seller during the Inspection Period.

7. Warranty; Limitation of Liability. Seller warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of six (6) months from the date of delivery. **SELLER’S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCTS (COLLECTIVELY, “MANUFACTURING AND SELLING PARTIES”), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT. IN NO EVENT SHALL SELLER OR THE MANUFACTURING AND SELLING PARTIES BE LIABLE (AND PURCHASER SHALL NOT ASSERT ANY CLAIM) FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL,**

**COMPENSATORY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. IN NO EVENT SHALL SELLER’S OR THE MANUFACTURING AND SELLING PARTIES’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS AND/OR THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER. PURCHASER’S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT SELLER’S EXCLUSIVE DISCRETION, TO: (a) REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; (b) REPAIR OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (c) RETURN OF THE PURCHASE PRICE FOR ANY DEFECTIVE PRODUCT OR PART THEREOF.** The warranty and remedy set forth above are conditioned upon the proper storage, use and maintenance of the Products, including storage of Products in conditions with temperatures between 10 and 30 degrees Celsius, and conformance with all applicable recommendations of the Manufacturing and Selling Parties with respect to the Products. Seller shall not be liable for a breach of the express warranty set forth in this Section 7 unless: (i) Purchaser gives written notice of the defect, reasonably described, to Seller within five (5) days of the time when Purchaser discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Purchaser (if requested to do so by Seller) returns such Products to Seller’s place of business at Seller’s cost (if defective) for the examination to take place there; and (iii) Seller reasonably verifies Purchaser’s claim that the Products are defective. Furthermore, Seller shall not be liable for a breach of the express warranty set forth in this Section 7 if: (i) Purchaser makes any further use of such Products after giving such notice; (ii) the defect arises because Purchaser failed to follow Seller’s or the Manufacturing and Selling Parties’ oral or written instructions as to the storage, installation, use or maintenance of the Products; or (iii) Purchaser alters, repairs, tampers with, reworks or modifies such Products without the prior written consent of Seller. No agent, employee or representative of Seller (or any distributor, dealer or sales representative of Seller) has the authority to bind Seller to any affirmation, representation or warranty concerning the Products sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms, it will not form a part of the basis of these Terms and shall in no way be binding upon the Seller or enforceable by Purchaser.

8. Patent Infringement. Seller’s liability for patent infringement (and the liability of the Manufacturing and Selling Parties) is limited to Seller’s defense of any suit or proceeding brought against Purchaser based on a claim that the Products sold hereunder, when employed in the manner intended by Seller, constitutes an infringement of any patent of the United States. If Purchaser’s use of the Products in the manner intended by Seller is finally enjoined, Seller shall, at its option, procure for Purchaser the right to continue using the Products, replace the same with non-infringing Products, modify the Products so that they become non-infringing, but equivalent to the Products sold hereunder, or refund the purchase price (less allowance for use, damage or obsolescence). Seller makes no warranty against patent infringement resulting from portions of the Products made to Purchaser’s specifications or the use of Products in combination with any other Products not manufactured by Seller or in the practice of any process and if a claim, suit or action against the Manufacturing or Selling Parties is based thereon, Purchaser shall defend, indemnify and save Seller and the Manufacturing and Selling Parties harmless from and against any and all claims, losses or damages arising therefrom.

9. Dispute Resolution. Any suit, action or proceeding arising out of or relating to these Terms and each order made hereunder shall be instituted in a state or federal court located in the County of Cook, State of Illinois, and Purchaser irrevocably consents and waives all objections to the exclusive jurisdiction and venue of such courts in any such suit, action or proceeding. In the event Seller brings any proceeding to enforce its rights hereunder including for any breach of any of the provisions of these Terms or any order made hereunder, Seller will be entitled in such proceeding to recover its reasonable attorneys’ fees together with the costs and expenses of such proceeding. **PURCHASER AND SELLER HEREBY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE PRODUCTS OR THIS CONTRACT.**

Any and all claims by Purchaser arising out of or related to the Products must be filed within one (1) year of delivery of such Products and shall thereafter forever be barred.

10. Force Majeure. Seller's obligations hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Products due to acts or circumstances beyond the control of Seller, including, but not limited to, labor difficulties, fires, casualties, accidents, earthquakes, acts of God, terrorist acts, transportation difficulties, epidemics and pandemics, inability to obtain Products, materials or components or qualified labor sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance hereunder or the performance of the Seller shall be correspondingly extended.

11. Miscellaneous.

(a) These Terms, together with any quotations, order confirmations or invoices provided by Seller, constitute the entire agreement between Purchaser and Seller concerning the subject matter hereof and any representation, promise, course of dealing or trade usage not contained herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change of this contract or any part hereof shall be binding on Seller unless agreed in writing by an authorized officer of Seller.

(b) If any provision hereunder is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

(c) These Terms and each order made hereunder are deemed to be made in, and shall be construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any order hereunder.

(d) Any failure by either party to enforce at any time any term or condition hereof shall not be considered a waiver of such party's right thereafter to enforce the same or any other term or condition hereof.

(e) These Terms shall be binding upon the successors and legal representatives of Purchaser and Seller.

(f) All rights and remedies of Seller provided in these Terms are cumulative and not exclusive, and the exercise by Seller of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute or in any other agreement between the parties.

12. Security Interest. To secure any indebtedness due and owing from Purchaser from time to time, Purchaser hereby grants to Seller, and Seller hereby reserves unto itself, a continuing purchase money security interest in any and all Products heretofore or hereafter sold or delivered to Purchaser by Seller and any proceeds thereof. Purchaser shall at no time grant any lien or other interest in the Products contrary to Seller's security interest. Purchaser hereby authorizes and shall cooperate in the preparation, signing and filing of financing statements necessary to evidence and perfect Seller's security interest as described above. If Purchaser fails to make any payment of or on account of the purchase price when due, Seller may, at its option, take exclusive possession of the Products wherever found and remove the Products without legal process, and Purchaser shall reimburse Seller for all removal fees, expenses or costs of repossession and collection, including reasonable attorneys' fees.

13. Proprietary Information. "Proprietary Information" shall mean all technology, concepts, product design, research and development data, formulae, methods, techniques, know-how, processes, information, trade secrets, inventions (whether or not patented or patentable) and similar information. Seller shall have exclusive right, title and interest in and to all Proprietary Information of Seller (whether or not paid for by Purchaser in connection with the price of the Products or otherwise). Purchaser shall not copy, reproduce, reverse engineer, transfer, assign, sublicense, loan, disclose or otherwise make available any Proprietary Information of Seller to any person or other entity, without the prior written consent of Seller. Any and all Proprietary Information which Seller may provide to Purchaser shall be in Purchaser's possession pursuant only to a restricted nontransferable, nonexclusive license under which Purchaser may only use such Proprietary Information for the purpose of installing, using, servicing and repairing the Products purchased hereunder.