TERMS AND CONDITIONS OF PURCHASE

1. AGREEMENT. Unless Whitmore Manufacturing, LLC or any of its subsidiaries ("Buyer") has executed a separate formal written agreement with the entity ("Seller") supplying the goods and services (the "Products") identified in Buyer's purchase order ("PO"), these Terms and Conditions of Purchase ("Buyer's Terms"), together with the PO, form the agreement that will govern the commercial transaction pursuant to which Seller will sell to Buyer the Products set forth in the PO (this "Agreement"). The list of Products to be purchased, including Product numbers, quantity, unit price (the "Price"), the date quoted for delivery (the "Delivery Date"), the location for delivery of the Products (the "Delivery Location"), and Buyer's billing address are made under the terms and conditions of this Agreement and supersede all prior quotations and agreements. Terms or conditions other than those stated in this Agreement, whether contained in Seller's order acknowledgement, invoice, delivery ticket or other document ("Seller's Terms"), whether submitted contemporaneously or in the future, that purport to vary the terms and conditions of Buyer's Terms or this Agreement are expressly rejected by Buyer. Seller acknowledges and agrees that (a) Buyer's Terms are posted on Buyer's website and thus publicly available; (b) Seller has had the opportunity to review Buyer's Terms prior to accepting a PO from Buyer; (c) Seller's fulfillment of the PO constitutes Seller's acceptance of and assent to Buyer's Terms and this Agreement, without variance and regardless if Buyer countersigns Seller's Terms; (d) Seller's Terms will be deemed a confirmatory memo for purposes of the Statute of Frauds or any other applicable law; and (e) Buyer's failure to object to Seller's Terms will not be deemed in any way, Buyer's acceptance of Seller's Terms. All negotiations, proposals and representations of the subject matters covered herein are merged herein, and this writing constitutes the complete and exclusive statement of the same.

2. PRICE; PAYMENT TERMS. The Price of the Products is the price stated in the PO. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller will issue an invoice to Buyer on or any time after the completion of each delivery and only in accordance with this Agreement. Unless a different currency is stated in the PO, Buyer will pay Seller in USD. Buyer will pay all properly invoiced and undisputed amounts due to Seller within the time frame stated in the PO. In the event of a payment dispute, Buyer will deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items. The parties will seek to resolve all such disputes expeditiously and in good faith. Each party will bear its corresponding taxes related to this Agreement, as applicable.

3. INSPECTION; ACCEPTANCE. Buyer has the right to inspect all or a sample of the Products on or after physical receipt thereof, and may reject all or any portion of the Products reasonably determined to be nonconforming. If Buyer rejects any Products, Buyer may, upon written notice to Seller, (a) rescind this Agreement in its entirety; (b) accept the Products at a reasonably reduced Price; or (c) require repaired or replacement Products pursuant to Section 6. Any inspection or other action by Buyer under this Section will not affect Seller's obligations under this Agreement, and Buyer has the right to conduct further inspections after completion of remedial actions. If Buyer accepts Products at quantities different from the quantity ordered, the Price will be adjusted on a pro-rata basis.

4. DELIVERY. Buyer's default shipping terms are DAP – Buyer's facility location indicated on the PO – Incoterms 2020 or FOB Destination. Any different shipping terms and the freight terms applicable to the delivery of the Products will be set forth in the PO. Seller acknowledges that time is of the essence with respect to Seller's obligations under this Agreement and the timely delivery of the Products in the correct quantity on the Delivery Date. If any delivery is threatened to be delayed, Seller will promptly notify Buyer of such delay or threatened delay. If Seller fails to deliver the Products in full on the Delivery Date, Buyer may cancel the PO without liability by providing written notice to Seller, and Seller will reimburse Buyer reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the Delivery Date. Seller will deliver all Products to the Delivery Location during Buyer's normal business hours or as otherwise instructed by Buyer. Seller will pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material will be made at Seller's risk of loss and expense. For all shipments of Products, the PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO. Palletized Products will be identified by marking on each side of the pallet. Risk of loss of the Products will transfer to Buyer pursuant to the shipping terms indicated in the PO. Title to the Products will transfer to Buyer simultaneously with the transfer of risk of loss.

5. CHANGES; CANCELLATIONS; RETURNS. Changes to a PO may be made at any time upon written consent of the parties. Buyer may cancel the PO at any time upon 10 days' advance written notice. If Buyer cancels the PO, Buyer will be responsible for any reasonable and documented cancellation costs incurred by Seller through the effectiveness of the cancellation notice. Products may be returned to Seller for a full refund within 30 days following delivery.

6. WARRANTIES. Seller warrants to Buyer that all Products will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer, if any; (c) be free and clear of all liens, security interests or other encumbrances; and (d) not infringe or misappropriate any third party's intellectual property rights. Any applicable warranty period will be set forth in the warranty document provided by Buyer to Seller, but will, in no event, be less than 1 year from the date of delivery. If Buyer notifies Seller of defective Products, Buyer will hold any such Products for Seller's disposition at Seller's expense and risk of loss, and Seller will, at Seller's cost and expense, promptly replace or repair the defective Products at no additional cost to Buyer. If Seller fails to timely deliver repaired or replacement Products, Buyer may replace them with goods from a third party and charge Seller the cost thereof. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS LIMITED WARRANTY OR AGREEMENT.

7. CONFIDENTIAL INFORMATION. The parties acknowledge that in the course of their dealings each may disclose ("Discloser") and each may receive ("Recipient") non-public confidential and proprietary information concerning the business of Discloser and its business partners ("Confidential Information"). Recipient agrees to protect and hold all Confidential Information in strict confidence and to take all reasonable steps necessary to protect the Confidential Information from unauthorized and/or inadvertent disclosure to the same degree that it protects its own confidential information. Unless in receipt of specific written exemption from Discloser, Recipient will not (a) use, reproduce, modify or disclose any of the Confidential Information for any purpose other than to perform its obligations under this Agreement for which the Confidential Information is being disclosed; or (b) disclose any of the Confidential Information other than to officers, directors, employees and agents (collectively "Representatives") of Recipient who have a reasonable need-to-know in order to discharge their obligations under this Agreement and are, in turn, subject to obligations of confidentiality no less stringent than those in this Agreement. In the event of any court order or legal action requiring the disclosure of Confidential Information, Recipient agrees to give immediate verbal and written notification of the order or action to Discloser, and to the extent allowable under applicable law and at the expense of Discloser, hold the Confidential Information while the Discloser seeks a protective order. Recipient agrees and acknowledges that any violation of its obligation of confidentiality herein will result in irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, at equity or otherwise, Discloser will be entitled to seek injunctive relief against the threatened breach of this obligation, or the continuation of any such breach, without the necessity of proving actual damages or posting a bond or any other security. Upon the request of Discloser, Recipient will promptly return or destroy all Confidential Information to Discloser, including all copies thereof.

8. COMPLIANCE. Each party must at all times comply with all laws applicable to their respective performance under this Agreement. Without limiting the generality of the foregoing, each party (a) agrees to comply with all applicable laws governing the export/import or sale of the Products, including all applicable laws related to (i) commerce, environmental, health, and occupational safety, employment and labor; (ii) foreign bribery and corruption; (iii) export control and economic sanctions and embargoes; and (iv) international customs requirements and the local laws in countries of import, if applicable; (b) represents and warrants that it has no public officials as direct or indirect owners, officers or employees, and agrees to immediately notify the other Party in writing if this representation and warranty changes at any time; (c) represents that it has in place adequate policies, controls and training to ensure compliance with the foregoing compliance requirements (the "Regulatory Requirements") and (d) at its own expense, will maintain all certifications, credentials, licenses and permits required by the Regulatory Requirements to conduct its business relating to the manufacturing, sale, purchase, use, resale, storage and/or delivery of the Products, as applicable. Breach of this clause will constitute a material breach of this Agreement incapable of remedy. Seller assumes all responsibility for shipments of Products requiring any government import clearance.

9. INDEMNIFICATION. Each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its affiliates, successors and permitted assigns and their respective officers, directors, employees and other representatives ("Indemnified Party") against any and all losses, liabilities, damages, fines, expenses, penalties, liens, encumbrances, interest expense, costs and fees and disbursements of any kind and nature incurred or suffered by Indemnified Party, that arise out of or result from any third-party claim, action, cause of action, demand, lawsuit, proceeding or investigation of any nature asserted against Indemnified Party in relation to (a) Indemnifying Party's failure to perform its duties under this Agreement and/or observe the terms and conditions contained herein, including incurring in any breach of a representation, warranty or covenant; (b) any damage to property and/or injury or death to the extent the damage, injury or death is caused by Indemnifying Party's negligent acts or omissions (including recklessness or willful misconduct); (c) Indemnifying Party's failure to comply with any applicable laws; and (d) Indemnifying Party's infringement, misappropriation or other unauthorized use of any third-party intellectual property rights.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS LIMIT OF LIABILITY WILL NOT APPLY IN CASES OF FRAUD, WHERE PROHIBITED BY LAW, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS. With the exception of payment and confidentiality obligations, neither party will be liable if its performance is delayed or made commercially impracticable due to acts of God, natural disasters or unusually severe weather, civil unrest, terrorism, military authority, war, riot, fire, labor disputes, accidents, pandemics, epidemics, zombie apocalypse, inability to obtain materials or goods, delays of carriers, contractors or suppliers, compliance with governmental requests, changes in laws affecting the import or export of goods or any other unforeseen circumstances or causes beyond such party's reasonable control (aka force majeure). The parties acknowledge and agree that these limits of liability allocate the risks between the parties. Furthermore, the parties acknowledge and agree that the consideration under this Agreement reflects this allocation of risk and limitation of liability.

11. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties and may not be modified except by an amendment signed by both parties. Buyer reserves the right to update or modify these Terms and Conditions of Purchase at any time without prior notice. The revised version of these Terms and Conditions of Purchase will apply on a prospective basis to any subsequently issued POs. This Agreement will be governed and interpreted in accordance with the laws of the jurisdiction of the location of Buyer's principal place of business or corporate headquarters without giving effect to any choice or conflict of law provision or rule. Any action against for breach of contract or otherwise must be commenced within 1 year after the cause of action has accrued. This Agreement may not be assigned without the prior written consent of the parties. Any purported assignment in violation of this Section will be null and void. Waiver by a party of any provision hereof in one instance will not constitute a waiver as to any other instance. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions will remain in full effect. Seller agrees that the sale of Products to Buyer serves as Seller's agreement to comply with Buyer's Business Partner Code of Conduct. Unless the context of this Agreement clearly requires otherwise (a) the headings used in this Agreement are inserted for purposes of convenience of reference only; (b) references to the plural include the singular and vice versa; (c) the term "day" refers to a calendar day and the term "business day" refers to Monday through Friday and excludes legal holidays; (d) references to any requirement of written consent from a party include the standard that such consent not be unreasonably withheld or delayed; and (e) any references to any obligation in this Agreement on a Party to do something or to refrain from doing something includes an obligation to cause its Representatives to do or to refrain from doing the same thing. In the event that any action under this Agreement, becomes due on a day that is not a business day, such action will be performed on the immediately following business day. This Section and provisions relating to confidentiality, warranties, limitation of liability, indemnities, payment and governing law will survive the completion of the commercial transaction that is the subject of this Agreement.