

TERMS AND CONDITIONS OF SALE

General:

1. SYSTEAL NORTH AMERICA, INC (SNA) is a supplier of materials as ordered by purchaser. Its offering does not include installation or other sub-contracted activities, unless specifically mentioned in the quote.
2. The Contract for material supply must be initiated by the purchaser in the form of a Purchase Order (P.O.) or Letter of intent (L.O.I.) confirmed by SNA with an Order Acknowledgement signed by an authorized officer of the company.
3. The issuance by the purchaser of the P.O. or L.O.I. confirms the acceptance of SNA's Terms and Conditions of sale, which prevail over any contradicting stipulation contained, explicitly or implicitly, in the contractual documents issued by the purchasing party. Any deviation from the provisions of the present Terms and Conditions of sales, resulting from direct negotiation with the customer, must be confirmed in writing by SNA before being considered valid.
4. Cancellation by the purchaser of a valid order becomes effective only with SNA's written consent ensuring full compensation for all costs incurred and damages suffered in the process.
5. These terms and any agreement based on these terms shall be construed in accordance with the laws of the State of Utah. Any dispute arising out of this agreement may be resolved before the Circuit Court of the State of Utah in the County of Salt Lake and the parties expressly consent to the jurisdiction and venue of that court. The prevailing party in any such dispute shall be entitled to recover its attorney's fees, including attorney's fees at trial or on appeal. Any suit or action arising from the breach of these terms and any agreement or any warranties based on this terms contained herein shall be commenced within one year and a day of the date that delivery is tendered by SNA.

Production and Deliveries:

1. SNA will commence activities associated with the order, including shop drawings for customized special parts, only after credit approval or receipt of quoted down payments: Production will commence only upon return of shop drawings stamped and signed as "Approved for fabrication", "As is", or "As Noted".
2. All products will be fabricated to dimensions and specs as approved on the SNA shop drawings or as defined by the customer's documents. The provision of the V.I.F. (Verify in Field) condition is the

responsibility of the Purchaser. Any deviation from the information/documentation received for quotation involving extra cost to SNA will be executed only upon acceptance of a written change order initiated by the purchaser and acknowledged by SNA.

3. Delivery dates stated in our quote are approximate and SNA will not be held liable for failing to meet such dates or any resulting (liquidated) damages.
4. Should the purchaser postpone delivery dates after orders are released for manufacturing, all cost incurred due to storage of special finishes, materials-in-process, or finished goods may become subject to charged extras to the contract.
5. SNA shall not be liable for any loss or damage to purchaser or any other person or party for the failure to manufacture or deliver, or any delay in delivering, arising from any events beyond SNA's control, regardless of whether or not they were foreseeable by either party at the time of ordering. Such uncontrollable events included but not limited to, acts of war, acts of God, riot embargoes, and acts of civil or military authorities, fires, floods, accidents, Government priorities and regulations, quarantine restrictions, acts of the purchaser, strikes labour stoppages, labour disputes, engineering changes, field verified projects and difference with workman decrees and delays in transportation.

Freight:

1. Freight Terms are EXW our warehouse in SLC. Title to materials sold shall transfer to purchaser on loading the freight carrier. SNA shall however retain a lien on materials sold until payment is made in full.
2. Partial shipments are not part of the quotation and if requested will be billed as an extra.

Payments:

1. Payments are net 30 days from the date of invoice subject to credit approval. Quoted prices are exclusive of all taxes.
2. Payment entitlement to SNA is not contingent on owner payment to the general contractor and/or general contractor to the subcontractor and this entitlement to prompt payment applies to progress, final, and /or retainage payments upon our completion. The purchaser will not apply any holdbacks or retainage fees.

3. SNA may stop work, cease delivers, or terminate the contract for non-payment extending beyond payment terms period. Payments are due without reference to project progress or completion of the project as a whole.
4. A late payment charge of 1% per month which is an annual percentage rate of 12% will be charged on a past due amounts.

Use of material supplied:

1. Upon receipt of shipment, the purchaser shall inspect the material for any damages, defects, shortages, or any other relevant characteristics. Claims regarding damage in transit must be noted on the bill of lading at the time of receipt. Failure to do so shall constitute waiver of claim. In any case, SNA must be notified within 5 working days of any discrepancies, defects, or request a claim.
2. Installation or any modification applied to the material constitutes acceptance of material as is. SNA does not accept responsibility for claims resulting from the use of damaged defective or modified material. Should SNA decline the right to correct or replace the defective material, repairs, or modifications performed on the supplied material are allowed only after SNA has approved the projected cost of such activities in writing.
3. No material shall be returned without a prior writing authorization form an officer of SNA. To obtain authorization the purchaser must provide the proper information needed to identify the original shipment. All material shall be returned freight pre-paid.

WARRANTIES AND LIMITATIONS:

1. UNLESS OTHERWISE STATED IN THE QUOTE OR IN A THE SPECIFIC SNA PRODUCT / SYSTEM SPECIAL WARRANTY, **SNA** WARRANTS THAT THE PRODUCTS DELIVERED HEREUNDER WILL BE FREE OF DEFECTS IN WORKMANSHIP UNDER PROPER AND NORMAL USE FOR A PERIOD OF 2 YEARS FROM THE ACCEPTANCE OR 2 YEARS 6 MONTHS FROM THE DATE OF SHIPMENT, WHICHEVER COMES FIRST. SHOULD ANY FAILURE TO COMPLY WITH THIS WARRANTY APPEAR WITHIN THIS PERIOD, **SNA** AGREES, UPON PROMPT NOTIFICATION THEREOF, AND CONFIRMATION THAT THE PRODUCT HAS BEEN STORED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS OF **SNA**, TO CORRECT THE DEFECT BY EITHER REPAIRING THE DEFECTIVE PRODUCE, OR AT **SNA'S**

DISCRETION BY REPLACEMENT. THE FOREGOING SHALL CONSTITUTE THE PURCHASER'S EXECUTIVE REMEDY AND FULFILMENT OR SELLER'S LIABILITY WITH RESPECT TO ITS PRODUCTS.

2. THE FORGOING WARRANTIES ARE EXCLUSIVE, AND REMEDIES PROVIDED FOR BREACH THEREOF ARE LIKEWISE EXCLUSIVE. ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, ARISING THROUGH THE COURSE OF DEALINGS, USAGE OF TRADE OR OTHERWISE IS EXCLUDED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OF PURPOSE. **SNA** SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFIT OR REVENUE, DOWNTIME COSTS, COSTS ASSOCIATED WITH THE REMOVAL OR RE-INSTALLATION OF ITS PRODUCTS OR CLAIMS ON THIRD PARTIES AGAINST THE PURCHASER.

3. **SNA** HAS NO LIABILITY FOR ANY AND ALL COSTS EXPENSES, JUDGMENTS, AND LOSSES FOR ALLEGED INFRINGEMENTS OF ANY PATENTS OR OTHER PROPRIETARY RIGHTS WHICH RESULTS FROM THE COMPLIANCE WITH PURCHASER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS.

Salt Lake City, April 12 2021