

**HANSEN INTERNATIONAL  
CUSTOMER SALES TERMS AND CONDITIONS**

**1. APPLICABILITY.** These Customer Sales Terms and Conditions (“**Terms**”) apply to all sales of goods we make to you, whether pursuant to (i) a distributor agreement or other contract between us (“**Contract**”) or (ii) your bid, order, proposal, purchase order, request, solicitation, or any other offer to purchase goods (collectively, “**Order**”). These Terms are incorporated into, and made a part of, any Contract and all Orders. Notwithstanding any other terms or conditions in a Contract or any Order, we condition sales to you upon your acceptance of, and agreement with, these Terms. Any term or condition in an Order that is in addition to, not identical to, or conflicts with these Terms is not part of a Contract or Order, and we reject such additional, non-identical, or conflicting terms and conditions. Our failure to object specifically to any term or condition in an Order will not be deemed an acceptance of, or agreement with, such term or condition, a modification of these Terms, or a waiver of all or any portion of these Terms.

**2. ORDERS.** All Orders are subject to our acceptance or rejection, in our sole discretion. No Order will be binding upon us until one of our authorized employees accepts and confirms the Offer in writing or we deliver goods to you pursuant to the Order. If we do not accept an Order on or before the 30th day after we receive it, the Order will be deemed to have lapsed and of no further force or effect. We may cancel accepted but unfilled Orders, with or without cause, and without liability to you. If you cancel an Order that has been accepted, you will pay (i) all costs we shall have incurred through the cancellation date, (ii) all costs we incur after the cancellation date relating to the cancellation, and (iii) a cancellation fee equal to 25% of the Order price.

**3. PRICE AND PAYMENT.** You will purchase goods at the prices listed in a Contract, if applicable, or as we quote to you in writing, without set-off, reduction, discount, recoupment, or withholding. You will pay in full all invoiced amounts in U.S. dollars on or before the 30th day after our invoice date, without set-off, reduction, discount, recoupment, or withholding, by such means as we shall require from time to time. You will pay interest on delinquent amounts owed to us at the lesser of 1.5% per month or the highest rate permissible under applicable laws, calculated daily and compounded monthly. You will reimburse us for all costs we incur to collect delinquent amounts, including our attorneys’ fees. We may refuse to sell or ship goods to you if you are delinquent in making a payment or otherwise in breach of these Terms or, if applicable, a Contract. Unless we otherwise agree in writing, we may fix or change from time to time any credit terms upon which we are willing to sell goods to you and may decline to sell or deliver goods to you until you have met our credit terms.

**4. DELIVERY.** We will use commercially reasonable efforts to deliver goods on or before your requested delivery dates, but we do not guarantee delivery dates, even if you indicate required delivery dates in an Order. Under no circumstances will we have any liability to you for deliveries that do not meet your requested delivery dates. We will select carriers to deliver goods to you unless you select a carrier, but carriers are not our agents, and we will not be

liable for any delivery delay or delivery liability, including risk of loss or damage to goods in transit. We will deliver all goods to you F.O.B. our warehouse (regardless of the delivery method). Our delivery of goods to the carrier at our warehouse constitutes delivery to you, at which time title and risk of loss or damage to goods will pass to you. You will pay or reimburse us for all freight and delivery charges.

**5. INSPECTION / ACCEPTANCE / REJECTION.** You shall inspect all goods and their containers promptly upon receipt but not later than 30 days after receipt (“**Inspection Period**”) for (i) visible or patent damage and (ii) discrepancies from ordered quantities or specifications (i.e., nonconforming goods). You will (i) use your best efforts to note damaged and nonconforming goods on the OS&D report upon receipt and (ii) notify us of the damaged or nonconforming goods within the Inspection Period. Unless you notify us of damage or nonconforming goods during the Inspection Period and furnish such written evidence or other documents as we may require, you will pay us the full price of the goods and be deemed to have accepted, at our cost and expense, the goods as is, where is, and with all faults. Our sole and exclusive liability for damaged and nonconforming goods will be, at our cost and expense: (i) for visibly or patently damaged goods, to replace such goods or credit or refund the price you paid for such goods; and (ii) for nonconforming goods, ship conforming goods to you or credit or refund the price you paid for the nonconforming goods. If you refuse a delivery of or return conforming goods, you will pay a restocking fee equal to 25% of the price of the refused goods. We may make partial deliveries of goods, each of which will constitute a separate sale, and you will pay for all goods we deliver to you.

**6. RETURNS.** You may not return conforming goods. You may return nonconforming goods for a full refund if (i) you promptly notify us about the nonconforming goods during the Inspection Period and (ii) return the nonconforming goods to us in properly packaged containers according to the return delivery method we specify. We will not accept returns of abused or damaged goods, even if they are nonconforming, and will return them to you at your cost and expense (and you will be liable for their full purchase price). You will be solely responsible for all risk of loss or damage when nonconforming goods are in your possession or return transit.

**7. TAXES AND CHARGES.** Prices exclude sales, use, excise, and other taxes, duties, and charges that may be assessed, charged, imposed, levied, or otherwise placed upon sales of goods. You will be solely responsible for all such taxes, duties, and charges, excluding taxes imposed upon our income. If applicable, you shall provide us all proper exemption certificates establishing that you are licensed to engage in tax free transactions with respect to goods under all applicable laws.

**8. SAFETY.** You will use, market, and resell goods only for their intended purposes and in accordance with all safety data sheets, instructions, and warnings. You will adopt, follow, and adhere to all safe delivery, disposal, handling, possession, shipping, storage, transportation, and other use practices and requirements for goods (collectively, “**Use**”).

**Practices**”), including practices safety data sheets and applicable laws may require. You will review all safety data sheets relating to goods, and, if you do not have copies of them, you will request them from us. If you resell goods, you shall provide purchasers with copies of applicable safety data sheets. You assume all damages, liabilities, costs, and expenses (including attorneys’ fees and related legal fees and expenses) (collectively, “**Liabilities**”) to persons or properties arising out of, and relating to, your Use Practices. At our reasonable expense, you will assist us in connection with recalls or other requests to return goods, including contacting or helping us contact end purchasers. You will promptly notify us of any complaint or adverse claim about the goods or their use.

**9. WARRANTIES.** EXCEPT AS OTHERWISE SPECIFICALLY COMMUNICATED TO YOU IN WRITING, WE SELL ALL GOODS “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” AND WE MAKE NO AND DISCLAIM ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS, PROMISES, AND WARRANTIES REGARDING THE GOODS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GOODS WILL NOT BE DEEMED TO BE IN NONCONFORMITY WITH OUR PUBLISHED SPECIFICATIONS IF THEY HAVE EXCEEDED THEIR SHELF LIFE OR DETERIORATED DUE TO AGE, IMPROPER USE PRACTICES, OR OTHER FACTORS OUTSIDE OUR CONTROL.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THESE TERMS, ANY CONTRACT (IF APPLICABLE), ANY ORDER, OR OTHERWISE TO THE CONTRARY, OUR ENTIRE LIABILITY (AND YOUR EXCLUSIVE REMEDY) FOR ANY CLAIMS ARISING OUT OF, OR RELATING TO, GOODS (INCLUDING THAT THEY DO NOT CONFORM TO SPECIFICATIONS), THESE TERMS, OR ANY CONTRACT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE, WILL BE LIMITED TO, AT OUR SOLE OPTION AND DISCRETION, REPLACING THE GOODS OR REIMBURSING YOU THE PRICE YOU SHALL HAVE PAID FOR THE GOODS. IN NO EVENT SHALL WE BE LIABLE TO YOU ARISING OUT OF, OR RELATING TO, GOODS, THESE TERMS, OR ANY CONTRACT (IF APPLICABLE) FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES (INCLUDING LOST PROFITS OR REVENUES), REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER WE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, OR (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU

ARISING OUT OF, OR RELATING TO, GOODS, THESE TERMS, A CONTRACT, OR OTHERWISE EXCEED THE TOTAL OF THE AMOUNT YOU SHALL HAVE PAID FOR THE GOODS. YOU MAY NOT FILE OR PROSECUTE ANY CLAIM AGAINST US, OR SEEK RELIEF OR REMEDIES FOR ANY LIABILITIES FROM US, MORE THAN ONE (1) YEAR AFTER THE DATE THE CLAIM AROSE, REGARDLESS OF WHETHER YOU HAD KNOWLEDGE OF THE CLAIM OR LIABILITY ON THAT DATE.

**11. INDEMNIFICATION.** You will defend, indemnify, and hold harmless us and our parent and affiliate companies and all their respective officers, directors, managers, members, shareholders, employees, agents, successors, and assigns (collectively, the “**Indemnified Parties**”) from and against all claims, actions, suits, proceedings, demands, and disputes (collectively, “**Claims**”), whether at law or in equity, and all Liabilities, which are incurred by, or assessed or alleged against, any Indemnified Party that arise out of, or relate to, goods, these Terms, or any Contract (if applicable), including the following: (i) the management, conduct, or operation of your business; (ii) a breach, violation, or default of these Terms (including Claims relating to a “battle of the forms”) or, if applicable, a Contract; (iii) third party Claims; and (iv) your Use Practices; provided, that, you will have no indemnification obligation if, but only to the extent that, Claims or Liabilities are specifically due to our gross negligence or willful misconduct.

**12. NOTICE.** Any notice required or permitted to be given under these Terms must be in writing and will be validly given and delivered only: (i) if personally delivered (including by recognized overnight delivery service), when actually delivered to the Party to which notice is being given or such delivery is refused, or (ii) if deposited in the United States mail, when the Party to which notice is being given accepts or refuses delivery. Any notice delivered by United States Mail must be delivered by registered or certified mail, return receipt requested, and postage prepaid. All notices must be properly addressed to the Party to which notice is being given at the following addresses: if to us, Hansen International, Inc., Attention: Director Sales, 130 Zenker Road, Lexington, South Carolina, and, if to you, to your address (i) if applicable, reflected in a Contract or (ii) otherwise on file with us. Either Party may change its notice address by giving notice to the other Party in the manner provided in these Terms.

**13. WAIVER.** Any waiver of these Terms must be in a writing signed by the waiving party. No course of dealing, use of trade, or course of performance will waive any of these Terms. A waiver on one occasion will not be a waiver of the same or similar subject or issue in the future.

**14. CHOICE OF LAW; JURISDICTION; JURY WAIVER.** South Carolina law governs these Terms and any Claim arising out of, or relating to, goods, these Terms, or any Contract (excluding South Carolina’s conflict or choice of law, rules, or principles that may refer or defer to the laws of another jurisdiction). Any Claim arising out of, or relating to, goods, these Terms, or any Contract must be commenced, filed, and prosecuted exclusively within the

state and federal courts in South Carolina. We and you waive all rights to a jury trial of any Claim arising out of, or relating to, these Terms or goods.

**15. SEVERABILITY.** If a court of competent jurisdiction shall declare a provision of these Terms to be invalid, unenforceable, or void, such provision will be deleted from these Terms or modified to be valid and enforceable as the court shall determine, but, in either case, the remainder of these Terms will remain in full force and effect.

**16. FORCE MAJEURE.** We will have no liability to you for any delay or failure to perform our obligations under these Terms (including delivery delays and failures), whether in whole or in part, due to any event, cause, or circumstance beyond our reasonable control, including the following: weather conditions and acts of God; raw material shortages; strikes, lockouts, or other industrial or labor difficulties or disturbances; insurrections, rebellions, or other civil disobediences; wars or terrorist acts; conditions that make our performance economically or otherwise impractical or impossible; accidents or breakages of

equipment or machinery; supplier delays; effects of law; or viruses, diseases, epidemics, or pandemics.

**17. ENTIRE AGREEMENT / INSTRUMENT PRECEDENCE.**

These Terms and, if applicable, a Contract are the sole and entire understanding and agreement of the Parties regarding our sales of goods and supersede all prior and contemporaneous oral and written understandings and agreements between the Parties regarding our sales of goods, if any. No understandings or agreements exist between the Parties regarding the subject matter of these Terms other than those expressly set forth in these Terms and, if applicable, a Contract. To the extent that any of these Terms are inconsistent with terms in a Contract or any Order, these Terms shall take precedence. No Order terms or conditions shall amend, modify, vary, supersede, become a part of, or take precedence in any way over, these Terms. We reject, and you disclaim, all Order terms. No course of dealing, use of trade, or course of performance shall supplement, amend, modify, or explain these Terms.