

NOROCK USA LLC

Terms and Conditions of Sale

1. Applicability

(a) These terms and conditions of sale (the "Terms") are the only terms which govern the sale of the goods ("Products") by the Seller to Purchaser, as detailed on the accompanying confirmation of sale ("Sales Confirmation"). Notwithstanding anything in this Section 1, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Sales Confirmation, these Terms (collectively, this "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 Purchaser's general terms and conditions of purchase regardless whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery

(a) The goods will be delivered within a reasonable time after the receipt of Purchaser's purchase order, subject to availability of finished Products. No Rock USA, LLC ("Seller") shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Products to the location specified in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Products. Purchaser shall take delivery of the Products within 2 business days of Seller's

written notice that the Products have been delivered to the Delivery Point. Purchaser shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order.

(d) 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).

3. Non-Delivery

(a) The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Purchaser gives

written notice to Seller of the non-delivery within 2 business days of the date when the Products would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. Quantity

If Seller delivers to Purchaser a quantity of Products of up to 10% more or less than the quantity set forth in the Sales Confirmation, Purchaser shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms

Delivery shall be made FOB SELLER'S LOCATION.

6. Title and Risk of Loss

Title and risk of loss passes to Purchaser upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Purchaser hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Purchaser in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under Illinois' Uniform Commercial Code.

7. Inspection and Rejection of Nonconforming Products

(a) Purchaser shall inspect the Products

within 2 days of receipt of the Products ("Inspection Period"). Purchaser will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Purchaser's purchase order;

(ii) product's label or packaging incorrectly identifies its contents; or (iii) more products were shipped than identified in Purchaser's purchase order (b) If Purchaser timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) allow Purchaser to retain any Nonconforming Products and invoice Purchaser for such Nonconforming Products; or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its expense and risk of loss, the Nonconforming Products to Seller's facility as directed by Seller. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Purchaser's shipment of Nonconforming Products, ship to Purchaser, at Purchaser's expense and risk of loss, the replaced Products to the Delivery Point.

(c) Purchaser acknowledges and agrees that the remedies set forth in Section 7(b) are Purchaser's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 7(b), all sales of Products to Purchaser are made on a one-way basis and Purchaser has no right to return Products purchased under this Agreement to Seller.

8. Price

Purchaser shall purchase the Products from Seller at the prices (the "Price") set forth in Sales Confirmation. All Prices

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 Purchaser. Purchaser shall be responsible for all such charges, costs and taxes; provided, that, Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms

(a) Purchaser shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Purchaser shall make all payments hereunder by wire transfer and in US dollars

(b) If the Purchaser has not made an full upfront deposit or has not made a cash-on-delivery payment, in full, for the Products, then Purchaser shall complete, execute, and return the Credit Application. By executing the Credit Application, Purchaser agrees to all payment terms and conditions contained in this Agreement and authorizes Seller to verify any information provided by Purchaser from external resources.

(c) Purchaser 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. Purchaser 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 Products if Purchaser fails to pay any amounts when due hereunder and such failure continues for 3 business days following written notice thereof.

(d) Purchaser 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.

10. Limited Warranty

(a) Seller's warranty policy for the Products can be found on its website at <https://no-rock.com/> and with such time periods set forth therein known as (the "Warranty Period").

(b) EXCEPT FOR THE WARRANTY REFERENCED IN SECTION 10A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty referenced in Section 10. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) 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.

(d) The Seller shall not be liable for a breach of the warranty referenced in Section 10 unless: (i) Purchaser gives written notice of the defect, reasonably described, to Seller within 10 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 for the examination to take place there; and (iii) Seller reasonably verifies Purchaser's claim

that the Products are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 10 if: (i) the defect arises because Purchaser failed to follow Seller's oral or written instructions as to the storage, installation, use or maintenance of the Products; or (ii) Purchaser alters or repairs such Products without the prior written consent of Seller.

(f) Subject to Section 10(d) and Section 10(e) above, with respect to any such Products during the Warranty Period, Seller shall credit or refund the price of such Products at the pro rata contract rate provided that, if Seller so requests, Purchaser shall, at Seller's expense, return such Products to Seller. THE REMEDIES SET FORTH IN SECTION 10(F) SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY REFERENCED IN SECTION 10(A).

11. Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER. The limitation of liability set forth in this Section 11 above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

12. Compliance with Law

Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Purchaser shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Purchaser. Purchaser assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

13. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser:

- (i) fails to pay any amount when due under this Agreement;
- (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or
- (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information

All non-public, confidential or proprietary information of Seller, including, but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser 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 Purchaser at the time of disclosure; or
- (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

16. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Purchaser to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event"):

- (a) acts of God;
- (b) flood, fire, earthquake, or explosion;
- (c) war, invasion, hostilities, 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 this Agreement; and
(f) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

17. Assignment

Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

18. Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

19. Miscellaneous

These Terms may only be amended or modified in a writing signed by an authorized representative of each party. 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. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, and Survival.