



Terms and Conditions of Sale

ALL QUOTATIONS ARE OFFERED, AND ALL PURCHASE ORDERS THAT ARE ACCEPTED BY TRIMARK ARE SUBJECT TO THESE TERMS AND CONDITIONS. Unless otherwise agreed in writing, these Terms and Conditions of Sale (Standard Terms) apply exclusively to each Purchase Order (Order) for the sale of products (Products) and/or services (Services) by TriMark Corporation (TriMark) to a customer of the Product (Customer). These Standard Terms take precedence over and supersede any conflicting inconsistent or different terms or conditions proposed by the Customer or appear on Customers documentation or electronic transmissions are expressly objected to, rejected and will not be binding upon TriMark unless mutually agreed to in writing in advance by Customer and TriMark. Any quotation by TriMark is merely an invitation for an Order from potential Customer(s). All resulting Customer Orders are thus subject to TriMark's acceptance of the Order (Sales Order Acknowledgment). For Orders that TriMark accepts, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE FOLLOWING TERMS AND CONDITIONS WILL BE BINDING UPON ANY SALES AND SHALL BE THE EXCLUSIVE BASIS OF TRIMARK'S SALES UNLESS OTHERWISE AGREED IN WRITING. Nothing herein can be modified or changed except in writing and signed by both TriMark and the Customer.

1. Quotations:

1.1 The accompanying TriMark Quotation to Customer is expressly conditioned upon these Standard Terms and is valid for 60 days from the date of the Quotation. The Quotation identifies the Products and Services, together with any quantity, price, delivery schedule, and/or other terms and conditions (in addition to or different from these Standard Terms), offered by TriMark for sale to Customer.

1.2 The Quotation may be modified or withdrawn by TriMark at any time before TriMark's receipt of Customer's conforming acceptance; provided, however, TriMark reserves the right upon written notice to Customer to correct any typographical or clerical errors made in any Quotation before or after receipt of Customer's conforming acceptance (whereby, if exercised by TriMark, TriMark shall provide Customer an opportunity to accept or reject TriMark's corrected offer). Prices set forth in Quotations are subject to change in accordance with Article 3 Price Adjustments.

1.3 Designated "Custom" Products are priced per ordered quantity unless otherwise agreed to and are non-cancelable and non-returnable. Any quotation or response to a request designated and labeled as "preliminary" is provided as a convenience to the Customer to be used as a guideline only. Such preliminary quotation or response and any information contained therein, including but not limited to pricing, delivery or quantities, is not binding upon TriMark.

2. Pricing:

2.1 The price of Products, Software or Services sold shall be as set forth in the Quotation. Published prices are for TriMark's current Products, Software or Services, and are based on, in the case of Products, current standard design and construction from standard components and materials. Variation from current Products requires special pricing. TriMark reserves the right at any time, without notice and without incurring any obligation, to discontinue and withdraw any Products, Software or Services from sale, to make changes in the design of Products and/or Software, or to add improvements to Products and Services. TriMark reserves the right to discontinue any special prices, discounts, extras and other terms and conditions related to price without notice.

2.2 Pricing is determined at time of order acknowledgement and is subject to change at any time prior to TriMark's acceptance of Customer's purchase order. Unless otherwise stated by TriMark agreed in writing or confirmed by electronic transmission, the price for each item is the amount referenced in the Quotation and/or Order Acknowledgement and is based on full box/carton quantities, is stated in U.S. currency and are FCA TriMark's designated factory location. Unless otherwise stated in the Quotation, Prices do not include applicable taxes, tariffs, duties, charges, or surcharges, all of which remain the responsibility of Customer. No variation in the Price or extra charges shall be accepted by TriMark unless formally agreed in writing. All payments to be made in U.S. Dollars unless otherwise specified in the Quotation.

2.3 Minimum Order - \$250.00 minimum invoice charge. Any order not meeting this requirement will be charged the difference, not to exceed the \$250.00 minimum. This minimum charge is exclusive of any freight charges.

3. Price Adjustments:

Customer agrees that TriMark may adjust prices to account for changes in market conditions or in the event of an extraordinary or unforeseeable event, including but not limited to trade wars, tariffs, economic crisis, global turmoil (including wars), general inflation or from changes in the affected material and raw material prices, relevant exchange rates, foreign and domestic freight costs, inflation, capacity utilization or other factors beyond the control of TriMark (e.g. wage legislation, epidemics and pandemics, environmental protection requirements), or acts of God which impact any direct or indirect aspect of the supply chain, or otherwise in TriMark's discretion to the extent of an increase in TriMark's underlying costs. The adjustment shall become effective after 60 days upon notification to the Customer of the change in the Price through a revised Quotation. Price changes due to extraordinary and/or unforeseeable event(s) including but not limited to tariffs, global turmoil and raw material impacts or added costs initiated by external part suppliers or sub-contractors that are specified or directed by the Customer shall be passed on to Customer immediately. All Price adjustments will be communicated to the Customer through updated Quotations or letter of notification of price increase.

4. Terms:

4.1 Terms of payment are net cash with order except where credit is established, in which case terms are Net 30 days from the date of invoice, subject to approval by TriMark's Credit Department unless otherwise agreed to. If timely payment is not made, TriMark, in addition to its other legal rights, shall be entitled to charge interest on all overdue payments at an amount not to exceed any applicable ceiling on interest which may be legally charged.

4.2 Unless quoted otherwise, all prices are FCA TriMark's designated factory location, unless otherwise agreed upon. Title and risk of loss will pass to Customer at the FCA point.

5. Lead-time and Forecast:

5.1 Lead times are for guidance only and are not a guarantee of delivery. Lead times are subject to change without notice or obligation. Taking into account the prevailing market conditions and supply chain factors (including actions and measures taken by suppliers), TriMark shall have the right to extend or revise the prescribed periods for computing the lead-time.

5.2 Unless otherwise provided in TriMark's Quotation, Customer shall provide TriMark with a rolling twelve (12)-month forecast (Forecast) of Customer's monthly volume requirements for Products. Forecasts will be used to plan raw materials, components, machine time utilization as well as necessary labor. If forecasts drop within lead time without notice, customers may be liable for excess materials that cannot be reallocated elsewhere. If forecasts increase within lead-time customers will be responsible for any expedite fees necessary to meet their requirements. With mutual agreement, forecasts may be used to build production in anticipation of firm release in less than full lead-time. Once firm releases are supplied, they will be subject to Article 12 Cancellation and Article 13 Move outs. Upon agreement with a regular acceptable forecast, firm releases must be submitted 1 month in advance for every 13 weeks of full lead-time. Unless confirmed in writing by TriMark, TriMark shall have no obligation to meet such excess demand. For the avoidance of doubt, TriMark will supply in accordance with Customer's Orders and the applicable lead times, not the rolling forecast.

5.3 Blanket Orders:

Blanket orders are part of a separate Order Agreement between TriMark and the Customer and are subject to review on an annual basis. Blanket orders are Products delivered in specific quantities at specific intervals, and must be agreed upon in writing by both Parties. Pricing will be quoted for the total quantity for the calendar year and cannot be held for more than 1 year from date of order and any remaining parts at 1 year date will be automatically shipped and invoiced to Customer. TriMark reserves the right to manufacture total quantity and hold for shipment at requested intervals if not taken during that time-period. Any remaining balances or releases are subject to being billed and shipped after 12 months if not taken during that period.

6. Payment Methods:

Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the date of the invoice unless otherwise agreed to. TriMark's preferred payment method is Electronic Funds Transfer to a bank account specified by TriMark. Checks, Cash on Delivery, Letters of Credit, and Credit Card payments may be accepted only upon prior approval by TriMark and at TriMark's discretion. TriMark may require full or partial payment, or other security to secure performance of Customer's obligations before commencing or continuing work and/or prior to shipment of finished Products. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Customer of notice of finance charge. Customer will be liable to TriMark for all attorneys' fees incurred by TriMark in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

7. Credit:

Initial orders, and all subsequent orders placed with TriMark will be classified as:

7.1 Cash-in-advance (CIA) - Cash-in-advance orders will be entered by TriMark upon receipt of the order and payment. Please request TriMark's standard credit application from the Customer Service Department and allow 3 weeks for processing.

7.2 Cash-on-delivery (COD).

TriMark reserves the right to withdraw any credit terms and cancel any orders based upon unacceptable payment history.

8. Taxes:

Customer is liable for all sales, use, excise or other taxes associated with Customer's Order(s). Customer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.

9. Shipments:

9.1 Shipments will be made via the most economical method unless TriMark is given specific shipping instructions that are approved between the Parties. Premium and expedited freight shipments are not considered as part of normal business practices and are at the Customer's expense.

9.2 TriMark is not responsible for damage, loss or delay after Product are delivered to carrier. When losses or delays occur, TriMark will gladly assist in tracing or expediting any lost orders.

9.3 Shortages must be reported to TriMark within 5 working days after receipt of original shipment.

10. Quantity Shipped:

10.1 TriMark endeavors to ship exact quantities as per Customer order. However, should shortages occur, TriMark reserves the right to ship partial orders.

10.2 Back orders will be shipped as soon as available per FCA TriMark's designated factory location.

10.3 TriMark reserves the right to ship +/- 10% of original quantity ordered.

11. Delivery:

11.1 Shipping dates on acknowledgments as specified by TriMark are approximate and subject to change without notice. TriMark strives to meet shipping dates, but in no event shall TriMark be liable for losses or damages due to late delivery or failure of delivery. TriMark may hold or delay delivery due to late payment on previous orders. TriMark assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delays in delivery will not give Customer the right to cancel any order(s).

11.2 Customer-requested Order changes, including those affecting the expected delivery of the Products, must be documented in writing and are subject to TriMark's prior approval and adjustments in price, scheduling and other affected terms and conditions.

11.3 TriMark shall not be bound to ship the Product to the Customer if the Customer fails to fulfill agreed payment terms to TriMark's satisfaction.

11.4 Additional costs incurred due to the Customer's request for expedited shipping or for different means of transportation than intended by TriMark shall be borne by the Customer and at the Customer's risk.

11.5 TriMark shall not be liable for any delays, loss, or damage in transit or expedited delivery costs unless the delay is due solely to TriMark's gross negligence. TriMark assumes no responsibility or liability for TriMark's non-performance caused by a Force Majeure Event (Article 17)

12. Cancellation:

12.1 Orders may not be canceled or returned without TriMark's prior written authorization. Shipments returned to TriMark without prior written authorization may be returned to Customer at Customer's expense plus an appropriate handling charge and cancellation charges.

12.2 Orders containing parts that are customer-specific may never be cancelled. Other orders may only be cancelled in the following circumstances:

12.3 Orders that are acknowledged to ship outside of 90 days may be cancelled after TriMark's prior review and approval.

12.4 Orders that are acknowledged to ship within 90 days are eligible for cancellation if the Customer agrees to pay all work, work in process and raw material costs that TriMark has made a commitment to plus a twenty percent (20%) cancellation fee.

13. Move Outs:

13.1 No move outs will be allowed if the acknowledged ship date is inside 14 days.

13.2. One-time move out may be allowed, after TriMark's review and written acceptance, if the order is acknowledged to ship outside of 14 days.

13.3. Customer move outs may not be more 90 days from the original acknowledged ship date.

14. Packaging:

14.1 Standard - All TriMark Products are shipped in bulk expendable packaging with ship quantities based on full box/carton quantities per Quotation. Individually ordering each component separately assures you of the right combination of parts for your application at the lowest possible cost.

14.2 Ocean Freight – All Purchase Orders for material destined for shipment via ocean freight must clearly indicate ocean shipment or TriMark will not warrant damage resulting from lack of appropriate packaging. Quotes for those additional packaging costs will be available through a TriMark Account Manager.

14.3 Available upon special request, custom packaging may be provided including returnable packaging. Any additional costs associated with special packaging shall be at Customer's expense and provided via specific Quotation.

15. Return Goods:

15.1 If not otherwise agreed in writing, Customer shall inspect each Product as it is received and, if Customer believes that the Product is defective, Customer shall give TriMark prompt notice (no later than 7 days after receipt of product) of the details of any such claimed defect. Customer shall at its own expense return the Product to TriMark or, at TriMark's option, allow TriMark to inspect the Product at the place where it is located. If a defect is demonstrated to TriMark's satisfaction, TriMark will within a reasonable time replace or rework the non-conforming Product or, at TriMark's election, accept the return thereof and issue credit to Customer in the amount of the price paid by Customer plus Customer's costs of return, if any. These alternative remedies shall be the exclusive remedies of Customer against TriMark for any defect in a Product and TriMark shall not incur any further liability or obligation whatsoever, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss.

15.2 Advance authorization from TriMark's Customer Service Department is required for all Products to be returned to TriMark. Authorization to return shall be granted when TriMark determines whether a Product is defective or there were incorrect shipments due to an error on TriMark's part. However, no credit or return shall

be authorized for Product that is considered special or unique to a single customer, unless it can be determined that the product issue identified is due to incorrect assembly or an error on TriMark's part. All returns must have a Return Goods Authorization Number (RGA), which must accompany all correspondence and shipping documents. Any return without an RGA number shall be refused at TriMark's receiving dock. TriMark may also, at its option, authorize the return of other Products subject to a 20% restocking charge. Credit shall be determined upon inspection of all Products returned to TriMark. Freight on all returned Products must be prepaid to TriMark's plant and merchandise must be received within 30 days of authorization date. TriMark shall not accept any return of Products that were manufactured over one year prior to the requested date of return shipment to TriMark.

16. Designs:

16.1 For the purpose of continual improvement in TriMark's Products, TriMark reserves the right to make changes in its Products, including, without limitation, changes to the assembly, component parts, materials, dimensions, design, or specifications. We shall endeavor, however, to notify Customer of any proposed changes to be made to the Products via a Product Change Notification (PCN).

16.2 In addition, TriMark reserves the right to discontinue Products, replace or substitute complete Products and/or materials when unobtainable because of regulations established by governmental authority or non-availability of materials from suppliers, provided the replacement or substitution does not adversely affect the technical soundness of the Product or its performance for the use intended. TriMark assumes no obligation to provide the replaced or substituted products previously purchased by Customer or to continue to supply any discontinued Product.

16.3 Custom Products. In the event that any Products ordered by Customer are custom or modified Products that are manufactured to Customer's specifications, such Products will consist of unique components and raw materials purchased by TriMark specifically for Customer. Therefore, if Customer makes any modification to its drawing or specifications, at TriMark's sole discretion, TriMark may rework existing work-in-progress and finished Products only at Customer's expense, and only for Products that have not yet shipped. Inventory of unique components, raw materials, work-in-progress and finished Products cannot exceed 1 year of Products, based upon forecast orders.

16.4 Unless otherwise expressly set forth in writing by TriMark, non-recurring engineering charges (NRE) and all charges of a similar nature which may be billed to Customer for work performed by TriMark in connection with the Order (including, but not limited to, project work, engineering analysis, drawing or design charges software development, engineering validation, short-run tooling, subcontract charges, prototypes, set-up charges, part number release, and the like) represent only part of the cost thereof incurred by TriMark. Customer shall not acquire any right, title or interest in, or license (either express or implied) to, any drawings, designs, or Intellectual Property Rights, or any tooling or other tangible property, by virtue of any such charges.

16.5 Technical drawings or CAD files shall remain the property of TriMark and shall remain resident at TriMark unless agreed upon prior to Product release.

16.6 TriMark shall not be responsible for the results of any technical advice in connection with the design, installation or use of Products sold hereunder.

16.7 Any Product that is used outside of the intended design limitations, altered, or abused in any way is not covered by warranty. Customers shall assume all responsibility for and shall indemnify and hold TriMark, its subsidiary and affiliate companies and any of their respective directors, officers, employees, shareholders, and agents, harmless from and against, any and all demands, claims, actions, judgments, losses, liabilities, damages, and expenses, including court costs and attorneys' fees arising from Customer's alteration, modification, not approved by TriMark, misuse, or abuse of the Products.

16.8 In the event technical and/or test data are provided to the Customer, information set forth on such technical publications, drawing, installation guidelines, and test reports is provided as a general guideline only since conditions vary with each application and method of installation. Test data is given as maximum loads at which the product is still operable, however no safety factor has been applied. TriMark recommends that Customer request a product sample for testing to determine the suitability of the Product for Customer's intended purpose and application under actual service conditions. TriMark makes no warranties or guarantees with respect to technical data contained in technical publications, TriMark's website or Product literature.

17. Force Majeure.

In the event and in addition to all other limitations stated herein, TriMark shall not be liable for any acts, omissions, results or consequences including, but not limited to, delays or failure of delivery due to acts of God, the prior performance of government orders, orders bearing priority rating or orders placed under any allocation program (mandatory or voluntary) established pursuant to law, labor disputes local labor shortages, fires, flood or other casualty, governmental regulations or requirements, acts of government, shortages or failure of raw materials, default of suppliers or sub-contractors, fuel, power or transportation, breakdown of equipment, pandemic, public health crisis, state of emergency, tariff disputes, electronic viruses, cyberattacks, ransomware, failure or interruptions to network systems, data breaches, or any other causes, casualty, or excusable delay beyond TriMark's reasonable control whether of similar or dissimilar nature than those enumerated (collectively, Force Majeure Event). TriMark shall be relieved of its obligations under these Standard Terms and shall not be liable or in breach of these Standard Terms. In the event, that such excused delay occurs, TriMark shall immediately or as soon as is reasonably possible under the circumstances give notice to the Customer and shall do everything possible to resume performance as soon as possible. Upon a Force Majeure Event, TriMark shall have the right to allocate its inventory of Products to Customers as determined by TriMark in its sole discretion.

18. Quality Documentation:

TriMark can provide all levels of Production Part Approval Process (PPAP) documentation, as requested, and if specified by Customer in the Request for Quote (RFQ). On new parts, TriMark can provide samples along with a Part Submission Warrant. Any additions or requests after the initial quotation may result in a price adjustment or an extra charge incurred by Customer. Charges may also apply for derivative versions of existing Products that do not have the Production Part Approval Process documentation, material/performance test results for PPAP Level 3 and higher requests. TriMark's FMEAs and Control Plans are proprietary and considered Confidential Information, they are shareable/viewable with Customers on TriMark's premises and through video conferencing, but only with a TriMark signed Non-Disclosure Agreement. Requests for documentation regarding Intellectual Property (IP) of TriMark standard Products will be granted as TriMark deems appropriate. However, such PPAP documents are considered TriMark's IP and will be available for onsite review only.

19. Warranty:

TriMark provides limited warranties, which includes a warranty against defects in materials and workmanship for a period of 18 months following the date of delivery to Customer or 12 months from the original OEM sale (in-service) date. TriMark's limited warranty shall be in lieu of any other warranty (express or implied) including but not limited to any implied warranty of merchantability or fitness for a particular purpose, which warranties are excluded from this transaction and do not apply to the Products sold. No other warranty shall arise at any time through any person by promise, affirmation of fact, or as a result of showing or delivery to Customer any sample or model Product. For a complete copy of this limited warranty, please visit TriMark's website https://www.trimarkcorp.com/en/media/PDF/TriMark_US_Limited_Warranty.pdf or contact TriMark's Customer Service Department.

20. Corrective Action:

In the case of any material, component, subassembly, or assembly found to be non-compliant to the drawing, specification or applicable quality standards including non-compliance with the Customers Quality System Requirements, TriMark agrees to initiate Corrective Action, if Customer requested, and provide Customer with a written Corrective Action report explaining the cause of the defect or damage. However, TriMark reserves the right to waive formal Corrective Action for low occurrence issues such as one-time, small or isolated quantities, and is based upon TriMark's risk review of each circumstance.

21. Product Recalls:

If either party believes that a safety or regulatory-related recall or field action of any Product, part, component, system, sub-system or assembly supplied to Customer by TriMark is required, TriMark will notify the other

party(s) as soon as possible. The parties shall then discuss that belief and the manner in which a recall or field action would be handled, with both parties reserving the right to make its own independent determination of whether a recall or field action is required. TriMark shall cooperate with and make all efforts to assist Customer in determining whether a recall or field action is required, and if a decision is made to conduct a recall or field action, then in initiating and implementing the recall or field action. In the event of such a recall or field action, TriMark may pay all documented and justified expenses incurred by Customer including expenses and other costs arising out of or relating to initiating and implementing the recall or field action.

22. Tooling:

22.1 Tools, Dies, Jigs, Fixtures: In the absence of separate tooling charges to the Customer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of TriMark.

22.2 When tools, dies, assembly fixtures or materials needed for the manufacture of Products ordered, etc. are furnished or purchased by Customer and, unless initially agreed upon otherwise, shall be kept in good repair without Customer charges for normal repairs and upkeep for the reasonable life of the tool. TriMark shall not be responsible for tooling that sits idle for more than one year. TriMark does not guarantee or make any warranties, express or implied, with respect to tool life.

22.3 Customer owned Tooling shall be paid for in three equal payments: One-third 1/3 upfront with purchase order, 1/3 upon sample approval, and the final 1/3 after the first production order is shipped.

22.4 Other than the expenses of normal maintenance, which will be the liability of TriMark, replacement of Customer owned tooling will be at the sole cost and expense of Customer. Customers may incur additional tooling charges for any changes or modifications to Product design requiring tooling modifications following any final approved design specification.

23. Indemnification:

23.1 Customer shall defend, indemnify, and hold harmless TriMark and any TriMark subsidiary or affiliate, and its and their directors, officers, employees, agents, and representatives, against any costs, losses, damages, liabilities, or expenses (including reasonable attorneys' fees and court costs) to the extent such costs, losses, damages, liabilities, or expenses result from or relate to an allegation that a Product made by TriMark or a TriMark subsidiary or affiliate in accordance with any designs, specifications, or other requests furnished or designated by Customer, or any use, sale, or offer for sale thereof, infringes any party's intellectual property, a third party claim otherwise based on the manufacture or sale of such Products, including, but not limited to, actions founded on Product liability, or Customer's recklessness, willful misconduct, violation of law, or breach of any representations or warranties in these Standard Terms.

23.2 Indemnification for Custom Products that are Customer designs. Customer acknowledges that Custom Products are made to print by TriMark based on a design provided by Customer. Accordingly, Customer agrees to indemnify and hold harmless TriMark and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees, costs of enforcing any indemnification obligation of Customer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Customer in connection with TriMark's use, modification or possession of any design provided by Customer related to such Products.

23.3 TriMark shall defend, indemnify, and hold harmless Customer against any costs, losses, damages, liabilities, or expenses (including reasonable attorneys' fees and court costs) to the extent such costs, losses, damages, liabilities, or expenses result from or relate to an allegation valid claim that a Product made by TriMark or a TriMark subsidiary or affiliate not in accordance with any designs, specifications, or other requests furnished or designated by Customer, or any use, sale, or offer for sale thereof, infringes any party's intellectual property or TriMark's recklessness, willful misconduct, violation of law, or breach of any representations or warranties in these Standard Terms.

24. Intellectual Property

24.1 Except as provided for herein, in no event will TriMark be liable to Customer for incidental, special, exemplary, consequential, indirect, or punitive damages of any kind, including lost profits, lost or diminished production, business interruption, or claims of third parties, whether or not the party has been advised of the possibility of such damages, and whether based upon a claim or action of contract, warranty, negligence, strict liability, intellectual property infringement, or other tort, or otherwise. In no event will the total, aggregate liability of TriMark under these Standard Terms exceeds the value of the Product(s) under which liability is claimed.

24.2 Unless otherwise agreed to in writing, TriMark shall be the sole and exclusive owner of all discoveries, inventions, improvements, data, know-how, or other results conceived, developed, discovered, or otherwise generated, by either party or by both parties jointly, in the design, development, and/or manufacture of any Products sold to Customer pursuant to these Standard Terms or any Services related thereto. TriMark shall own and control all Intellectual Property-related activities with respect to such discoveries or inventions, including patent applications and patents related thereto. Customer agrees to transfer and assign, and hereby transfers and assigns, to TriMark the entirety of any right, title, and interest it may have in any such discoveries or inventions or related Intellectual Property under applicable laws. Customer represents and warrants that it has caused or will cause its employees and its agents and/or any other person(s) or entity conducting activities under these Standard Terms, including any affiliates, to enter into agreements wherein said employees, agents, or other persons or entities agree to assign their entire right and interest in and to inventions and/or discoveries made while conducting such activities, including patents and patent applications directed to said inventions, to Customer.

24.3 TriMark's sale of Products and Services to Customer only grants to Customer a limited, non-transferable right to use the Products purchased in accordance with these Standard Terms. Except as explicitly stated herein or as otherwise agreed in writing, TriMark hereby grants to Customer a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up any right or license in or to any Intellectual Property for the purpose of using, reselling and otherwise exploiting the Products supplied by TriMark. Nothing in these Standard Terms limits TriMark's ability to enforce its Intellectual Property rights.

25. Use/Misuse of Products.

25.1 Customer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other Products, components or Services. TriMark will not be liable for any damage or harm to individuals, property or otherwise caused by the misuse of any Products by Customer or any other party, the failure of Customer or any other party to follow any warning labels included with the Products or materials accompanying the Products or the failure of Customer to provide any other party with proper instructions or warning labels for the applicable Products.

25.2 Any Product that is used outside of the intended design limitations, altered, or abused in any way is not covered by warranty. Customers shall assume all responsibility for and shall indemnify and hold TriMark, its subsidiary and affiliate companies and any of their respective directors, officers, employees, shareholders, and agents, harmless from and against, any and all demands, claims, actions, judgments, losses, liabilities, damages, and expenses, including court costs and attorneys' fees arising from Customer's alteration, modification, not approved by TriMark, misuse, or abuse of the Products.

26. FMVSS Statement:

TriMark offers designs and manufactures a variety of safety-related components and door systems for a multitude of applications that are used for on and off-road applications. The Federal Motor Vehicle Safety Standards (FMVSS) are U.S. federal vehicle regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems, and design features. TriMark offers FMVSS compliant door components and systems, but the final requirements and compliance lie with the end-vehicle manufacturer. Customer assumes full responsibility of the door system/components as it applies to compliance to any applicable FMVSS requirements, and also for any risk of bodily injury, death, or property damage that may arise out of the use of door system/components. Customer

hereby agrees to release, acquit, and forever discharge TriMark, its owners, agents, and employees from all liability from any and all loss or damage Customer may have on account of injury to Customer's person and property or the person and property of others, including death, arising out of this Order and/or the use of the door system/components, whether caused by the negligence of TriMark, its owners, employees, equipment, distributors or otherwise. The Customer agrees to indemnify and hold TriMark, its owners, employees, agents, and distributors harmless from, any and all loss, damage or liability related to door system/components. This indemnification shall include, but is not limited to, reasonable attorney's fees, court costs and other expenses incurred as a result of any claim, lawsuit, or action of a governmental body, business, corporation, or other person arising from or connected with door system/components.

27. Software License

27.1 Use of Products comprised of software or firmware may be subject to the Customer's acceptance of additional terms and conditions set forth in separate TriMark license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. TriMark shall retain all rights of ownership and title in its respective Software and firmware, including all worldwide intellectual property and proprietary rights. In the absence of a separate TriMark license agreement, Customer is granted a worldwide, irrevocable, perpetual, non-sublicensable, non-transferable, royalty-free license with limited exclusive rights, to use the Software and firmware for its own internal business purposes and solely in conjunction which is provided as an integral part of the Products purchased in object code form and solely in conjunction with TriMark-provided Products, with no rights to sublicense, disclose, copy, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

27.2 A portion of the software for TriMark Products may contain open-source software, which is used in accordance with the specific license under which the open-source software is distributed. For a listing of applicable open-source software and the corresponding license terms please visit TriMark's website at <https://www.trimarkcorp.com/en/media/pdf/OpenSSL%20Acknowledgement%20Statement%20on%20Website.pdf> or contact TriMark's Customer Service Department.

27.3 TriMark acknowledges that cyber security regulations are rapidly evolving. TriMark agrees that if any new applicable cyber security regulations come into effect, TriMark will make reasonable efforts to implement cybersecurity best practices to protect against potential attacks. Vehicle manufacturers are ultimately responsible for meeting cybersecurity regulations and not all TriMark's Products are expected to meet upcoming cybersecurity regulations.

28. Export Control

Customer acknowledges that the Products, software, and Services may be subject to various export controls and regulations. Customer agrees to comply with all applicable export and re-export laws and regulations, embargoes and sanctions including, but not limited to, those of the United States (collectively the Export Laws), and represents and warrants that all Services provided hereunder, and any derivatives thereof will not be: used, downloaded, exported, re-exported or transferred, directly or indirectly, contrary to the Export Laws; used for any purpose prohibited by the Export Laws and/or delivered to persons/entities otherwise ineligible to acquire or use the Products or Services provided hereunder.

29. Confidentiality:

Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Standard Terms, whether in writing or discussed orally with the other with respect to the Product design, its development and/or subject matter of this Condition of Sale; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property

rights, including but not limited to, patents, patent rights or trade secrets, are granted by either party to the other.

30. Compliance with Laws:

TriMark shall make reasonable efforts to comply with all applicable federal, state, provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental, health, labor, safety laws and industry standards that restrict or prohibit certain chemical compounds.

31. Customer Data and Personal Information

To the extent TriMark processes Customer data, TriMark has commercially and reasonable administrative, physical, and technical safeguards to maintain the security, confidentiality and integrity of such Customer data, to protect such Customer data from known or reasonably anticipated threats or hazards to its security and integrity, accidental loss, alteration, disclosure and all other unlawful forms of processing, and so that they do not constitute unfair, deceptive or abusive acts or practices with respect to such Customer data. The terms of the TriMark data protection policy are on the TriMark website at <https://www.trimarkcorp.com/en/privacy.aspx> and is hereby incorporated by reference.

32. Language:

These Standard Terms and all documents and communications relating to TriMark's Product and Services are to be communicated and written in the English language and shall govern and control in the case of any dispute between the Parties regarding the interpretation or application of these Standard Terms.

33. Complete Agreement:

These Standard Terms set forth the entire agreement between the parties with respect to the subject matter and supersedes all prior communication, negotiations and agreements, oral or written. Any modification hereof must be in writing and signed by both parties. No changes, revisions or amendments will be valid or enforceable except as subject to agreement in writing signed by both parties.

34. Severability:

To the extent that any provision of these Standard Terms is found to be invalid or unenforceable, that provision notwithstanding, the remaining Articles found within these Standard Terms shall remain in full force and affect, and such invalid or unenforceable provision shall be deleted.

35. Survival:

The provisions of these Standard Terms, which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Standard Terms. If any term or provision of these Standard Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

36. Dispute resolution

The Parties agree that there is no adequate or remedy at law for any breach of these Standard Terms, therefore the Parties shall be entitled to appropriate equitable relief. Either Party shall be entitled to seek an injunction or injunctions to prevent breaches of any provision of this Standard Terms and may specifically enforce such provisions in any action instituted in any court having appropriate jurisdiction. These specific remedies are in addition to any other remedies which either Party may be entitled to at law or in equity.

37. Applicable Laws:

The validity, interpretation and performance of these Standard Terms shall be construed and enforced pursuant to the laws of the State of Iowa, without giving effect to the principles of conflict of laws. The venue for any action brought under this Agreement shall be in the District Court of the State of Iowa in and for Chickasaw County.