

# MLA Industries, LLC - Terms and Conditions

1. General Terms: All orders resulting from this or any quotation provided by MLA Industries, LLC ("Seller") shall be controlled solely by these Terms and Conditions of Sale and it is understood that no other terms or conditions stated by Purchaser shall be binding unless specifically agreed to in writing by MLA Industries, LLC, hereunto referred to as SELLER OR MLA Industries, LLC. Order approval and acceptance by MLA Industries, LLC shall be at Pelham, Alabama.

defects. Upon receipt of such notice, Seller has the right to inspect such defects and to determine whether it is to be repaired on site or returned, transportation charges prepaid by Purchaser, for repair at Seller's factory, or replaced free of charge. Purchaser is responsible for all removal and reinstallation costs, whether the defective part is repaired or replaced.
2. Shipping:
  - 2.1. Shipping is F.O.B., Seller's premises or those of Seller's suppliers, unless otherwise stated in this proposal, and occurs when products are delivered to the carrier, whereupon Seller's responsibility for the products shall end. Seller reserves the right to make partial shipments and render invoices accordingly. Shipments will be routed per Purchaser's instructions, or if not specified, will be made via 'Best Way' at the convenience of Seller.
  - 2.2. Seller shall not be liable for delays in manufacture, shipment, or delivery of product resulting from any cause beyond Seller's control, unless there is proof of Seller's negligence. Seller shall not be liable to Purchaser for damages resulting in such delays.
  - 2.3. Delivery date of designs or products will be subject to previous orders, and will be based on receipt of down payment, written purchase order, purchase order acceptance by Seller, and Purchaser's permit approvals. All dates fixed for shipment, delivery, and installation as set forth in the proposal are made in good faith. Sellers will use reasonable diligence to ensure adherence to these promises, but in no way, shall be liable for damage or loss of production or other costs of such delays.
3. Security Interest: The title and right of possession of the designs, equipment or products sold under this contract shall remain with Seller and shall remain Seller's personal property until all payments have been made in full, and Purchaser agrees to do all acts necessary to perfect and maintain such right and title to Seller.
4. Warranty:
  - 4.1. Seller warrants that all products manufactured by it shall be free from defects in workmanship and materials subjected to normal use and maintenance for a period not to exceed 30 days from date of arrival, but in no case longer than 34 days from date of shipment.
  - 4.2. Warranty is voided if the Purchaser uses products in a manner that is outside of a normal use case. For clarification of the normal product use case, please contact the Seller.
  - 4.3. If such product, or any part thereof, manufactured by Seller proves to be defective in workmanship or material, Seller is to be notified in writing of such
- 4.4. For products and parts furnished or supplied by other manufacturers, either wholly or as a part of other components, Seller will warrant only that warranty extended to Seller by the supplier.
- 4.5. Seller expressly disclaims liability for special or consequential damages of any kind, as well as for lost production. Seller also asserts the right to maintain any such disclaimers as put forth by manufacturers of other products used in whole or in part of this order.
- 4.6. The Purchaser shall not assign this order or any interest therein or any rights hereunder without written consent of Seller. No waiver, alterations, or modifications of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of Seller.
- 4.7. All documents, drawings, or information affecting this order shall be submitted in the English language.
- 4.8. Acceptance of purchase order is valid only when accepted by signature of a responsible officer of MLA Industries, LLC.
5. Standard Design: Pricing is based on use of standard design principles by Seller. Requests by Purchaser to alter a design or manufacturing method according to a specific method or standard not outlined in the contract or order, shall be considered a change order, and, as such be cause for changes to the price of the contract.
6. Design Validation of Products: The Purchaser acknowledges and agrees that it is solely responsible for the validation of any designs or engineering work performed by the Seller. The Seller shall provide the Purchaser with all necessary documentation and information related to the designs and engineering, but the Purchaser is responsible for independently reviewing, testing, and validating the adequacy, accuracy, and suitability of the designs for the intended purpose. The Seller makes no representations or warranties regarding the specific performance or validation of the designs, and the Purchaser assumes all risk and liability associated with the validation process. The Purchaser shall indemnify and hold the Seller harmless from any claims, damages, or liabilities arising out of or related to the validation or use of the designs. This provision shall survive the termination or expiration of any/all Terms and Conditions.
7. Product Design: Standard designs incorporate product specifications which provide the necessary performance to stated product specifications. Variances to meet Purchaser's

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inventory and/or choice of manufacturers may alter delivery, price, and overall performance of the product.

## 8. Regulatory Compliance:

- 8.1. The Purchaser acknowledges and agrees that it is solely responsible for ensuring that all products or services obtained from the Seller comply with applicable technical regulations, standards, and compliance requirements.
- 8.2. Purchaser shall undertake the necessary due diligence to verify and confirm that the delivered products or services conform to all relevant technical specifications and compliance regulations in the jurisdiction where they are intended to be used or sold.
- 8.3. The Seller makes no representations or warranties regarding the specific regulatory compliance of the products or services, and the Purchaser assumes all risk and liability associated with the technical compliance of the acquired designs and items.
- 8.4. The Purchaser shall indemnify and hold the Seller harmless from any claims, damages, or liabilities arising out of or related to non-compliance with technical regulations and standards. This provision shall survive the termination or expiration of any/all Terms and Conditions.

9. Safety Devices: Seller will supply only such safety devices as specified herein. If additional safety devices are required by law or otherwise, they will be provided at additional cost to the Purchaser upon authorization. It is the responsibility of the Purchaser to assure that all required safety devices are obtained and properly installed. Purchaser agrees to hold Seller harmless from any claims made against Seller based upon the construction of, or absence of safety devices.

## 10. Approval Drawings:

- 10.1. When required by the contract, Seller will submit one (1) set of general design drawings in a PDF format for Purchaser's approval. If upon receipt of approval drawings, Purchaser requests construction and/or design changes which increase the cost of the product or service, Seller will submit a revised price. Upon Purchaser's approval, production will proceed in accordance with the drawings as revised and approved. Extensive revisions and/or delays in approval of drawings shall be considered as sufficient cause for extended delivery.
- 10.2. All designs, engineering plans, specifications, and related intellectual property are the property of MLA Industries, LLC, and are not to be released or shown to any third party without the written consent of MLA Industries, LLC. When specified by contract, intellectual property will be transferred to the Purchaser, in writing, only at the time when all payments to the Seller have been made in full.

- 10.3. The Purchaser may, at any time, purchase detailed manufacturing drawings for the subject product or products.

11. Inspection: Purchasers may inspect designs, materials, and workmanship of products, providing such inspection is scheduled with a minimum of 48 hours advance notice, done during normal working hours, and prior to the time that designs or products are scheduled for completion.

12. Ancillary Equipment and Systems: Unless contained in the body of this proposal, Seller has excluded the following systems and equipment from this proposal: fire suppression, fire detection, winterization, process fluids, instrumentation, record keeping, first aid stations, noise abatement, lubrication, warning signs, protective barriers and equipment, water proofing, insulation, any other equipment not specifically described as supplied by this proposal.

## 13. Production Stoppages and Part Shortages:

- 13.1. The Seller shall not be held responsible for any consequential, incidental, or indirect damages, including but not limited to lost time, lost production, or lost inventory costs, incurred by the Purchaser as a result of design or manufacturing defects, or quality issues in the products or services provided by the Seller.
- 13.2. The Purchaser acknowledges and agrees that the Seller's liability is limited to the repair, replacement, or refund of the defective products or services, as determined by the Seller in its sole discretion. The Seller shall not be liable for any financial or economic losses suffered by the Purchaser, including, but not limited to, loss of profits, business interruption, or any other commercial damages. This limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal theory. The Purchaser expressly waives any claims for consequential, incidental, or indirect damages against the Seller.

## 14. Parts Quality:

- 14.1. The Seller shall not be held responsible for any part quality issues that arise due to specifications not fully defined on part specification prints or manufacturing prints provided by the Purchaser.
- 14.2. The Purchaser acknowledges and agrees that it is responsible for providing comprehensive and accurate specifications, including all necessary details related to part quality, to the Seller. Any deviation from specified quality standards that results from incomplete or unclear information on the provided prints shall not be attributable to the Seller, and the Seller shall have no liability for such issues.
- 14.3. The Purchaser assumes the responsibility for ensuring that all specifications are clearly and comprehensively outlined in the prints and that any

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ambiguity or omission is promptly addressed in collaboration with the Seller.

thereof or to enforce any term or condition hereof, Purchaser shall pay the Seller's cost incurred therein including the Seller's attorney's fees and all costs of suit.

## 15. Products, Design, and Engineering Technology:

- 15.1. Seller agrees that any and all designs, engineering plans, specifications, and related intellectual property (collectively, "IP") created or developed by Seller in connection with the products or services provided to Purchaser under this Agreement shall be and remain the exclusive property of Seller.
- 15.2. When specified by contract, intellectual property will be transferred to the Purchaser, in writing, only at the time when all payments to the Seller have been made in full.
- 15.3. Purchaser agrees not to reproduce, distribute, disclose, share, or otherwise use the IP obtained from the Seller for any purpose, without the prior written consent of Seller.
- 15.4. Purchaser acknowledges that the IP contains confidential and proprietary information of Seller. Purchaser agrees to take all necessary steps to protect the confidentiality of the IP and to prevent unauthorized use or disclosure.
- 15.5. Purchaser shall not assign, sublicense, or otherwise transfer any rights or licenses granted under this Agreement without the express written consent of Seller.

16. Late Payment/Non-Payment: In the event Purchaser does not make a payment when due as provided herein, the balance due shall bear interest at the rate of 18% per annum (or the highest rate allowed by law if Less than 18% per annum) from the due date until paid in full. Purchaser agrees to pay all collection costs and expenses, including reasonable attorneys' fees of not less than 20% of the amount due, incurred by Seller in collecting such amounts. Payment by the Purchaser of the amounts due hereunder shall be a condition precedent to Purchaser's right to assert any claim against Seller, with respect to the equipment subject to this order.

17. Default, Attorney's Fees: Should Purchaser default on any obligation hereunder or become insolvent or make an assignment for the benefit of creditors or be subject to any reorganization or bankruptcy proceeding, or if the Seller shall deem it to be in its best interest to do so to protect it or the product against loss or damage or upon termination of this order for whatever cause or reason, then the Seller and its agents or representatives may, in addition to any other rights or remedies it may have under this order or at law or in equity, without notice or demand of liability or legal process, retain or otherwise repossess all or any part of the Goods thereof and/or items furnished by Purchaser; and Purchaser expressly waives all further rights to possession of said product and all claims for injury suffered through or loss caused by retention or repossession. If the Seller shall retain/repossess the product or shall institute any proceeding to recover any moneys due hereunder or to recover possession of the product or any part

## 18. Terms of Payment:

- 18.1. Down payment, as specified in the proposal, shall be paid with purchase order. All other progress payments, subject to defined milestones or deliverables, as specified in the proposal shall be paid.
- 18.2. Payment terms are, at a maximum, NET 30 DAYS, unless otherwise agreed upon.
- 18.3. Prices quoted do not include any freight, state or local taxes, bonds, permits, tariffs, use or value added taxes, and all such costs shall be paid by Purchaser, unless specifically included in quotation. Prices are firm for acceptance of this quotation for 30 days from the quotation date or other time limit as specified in the proposal. Prices are based on the condition that the order may proceed, without delay, from contract date. Any delays by the Purchaser shall be negotiated for price escalation. Price is based on these standard terms and conditions.
- 18.4. Should the order be canceled, Seller shall be reimbursed for all expenses incurred prior to cancellation, and for all charges that suppliers of equipment purchased for this order may levy against Seller due to the cancellation, plus a 20% markup. Seller requires written notification of cancellation at least 30 days prior to effective cancellation date.
- 18.5. Changes in project scope, product, and/or design required by Purchaser, after placing of order, shall be cause for changes to price of contract.
- 18.6. Seller reserves the exclusive right to assign the proceeds of any order to a third party for any reason whatsoever.
- 18.7. Indemnity: Purchaser shall indemnify and hold Seller harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against Seller, its agents, servants and employees arising out of or in any manner connected with the product or use of the product listed on the face hereof. This includes, but is not limited to, all claims and causes of action resulting from patent or trademark infringement, which are based, in whole or in part, from Goods manufactured to Purchaser's specifications.
- 18.8. Severability: Each provision of these Terms and Conditions is intended to be severable. If any term or provision hereof or any portion thereof, or the application thereof to any entity or circumstance shall be determined by a court of competent

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jurisdiction to be illegal or unenforceable for any reason whatsoever, such term, provision or application thereof shall be severed here from and shall not affect the validity of the remainder of these terms and conditions or the application of such term or provision to any other entity or circumstance.

- 18.9. In no case for any cause, or reasons, shall the liability of the Seller exceed the face amount of the order where such liability occurs.
- 18.10. Seller's rights hereunder are cumulative and not alternative.



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