1. **Purchasing Agreement:** Samson Controls Inc. (Samson Controls) agrees to sell to Buyer Goods according to these Terms and Conditions.

2. **Quotations:** Unless otherwise stated, Samson Controls' quotation shall be effective for 30 days from the date shown on the quotation.

3. **Pricing:** Prices are EXWorks-Incoterms 2020 Samson Controls' Baytown plant. Buyer will pay in addition to the stated price, all charges for transportation, freight, drayage, import/export duties, rigging of the Goods and all taxes howsoever designated, levied or based on the purchase price of the Goods or their use, including federal, state and local, excise, sales, use or property taxes, and/or duties imposed on such sale.

4. **Terms of Payment:** Payment from Buyer to Samson Controls is due thirty (30) days after the date of Samson Controls' invoice. Samson Controls may change or withdraw credit amounts or payment terms at any time for any reason. If Buyer fails to make Payment when due, Samson Controls may suspend or cancel performance under any agreements, including delay or cancellation of shipment on any open orders. Samson Controls will not be liable for, and Buyer will hold Samson Controls harmless from, any costs or losses resulting from suspension or cancellation on account of Buyer's failure to make Payment. Buyer may not deduct any Payment amounts on account of unresolved disputes or claims. Samson Controls may charge Buyer 1.5% per month on overdue accounts (18% per year) to the extent permitted by law.

5. **Delivery.** Unless otherwise agreed in writing, shipments, delivery, risk of loss, theft, damage, or destruction shall be made in accordance with ExWorks-Incoterms 2020 (Samson Controls' shipping point). Unless otherwise agreed in writing, title to the goods shall pass from Samson Controls to Buyer upon Payment of the Goods by Buyer. Any quoted delivery date is an approximation. Extension of the delivery date shall not be cause for termination of any purchase order accepted by Samson Controls. The carrier shall be considered an agent of Buyer.

6. **Delay by Buyer:** If Samson Controls makes the Goods available to Buyer, and so notifies Buyer, Buyer will immediately take delivery. Buyer may not delay delivery of the Goods without Samson Controls' consent and Buyer agrees to pay all costs including any storage expenses such delay imposes on Samson Controls. If delivery of the Goods is delayed by Buyer without Samson Controls' consent, payment in full of the purchase price for such Goods shall become due when Buyer is notified that such Goods are ready for delivery and the Goods shall thereafter be held at Buyer's risk.

7. **Force Majeure:** Samson Controls shall not be liable for delay of delivery or failure to perform resulting from acts beyond the control of Samson Controls, including but not limited to accidents, machinery breakdown, delays of carriers or suppliers, strikes or labor or industrial disturbances, civil disturbances, executive or administrative orders, legislation, pandemics or epidemics, regulations or directives of any governmental or other public authorities, acts of public enemies, riots, sabotage, blockade, embargoes, shortages of labor, earthquakes, fire, storms, hurricanes, floods, washouts, explosions, or acts of God.

8. **LIMITED WARRANTY:** THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE THE ONLY WARRANTIES MADE BY SAMSON CONTROLS AND CAN ONLY BE AMENDED BY WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF SAMSON CONTROLS. THE FOLLOWING ARE IN LIEU OF ALL WARRANTIES, AND SAMSON CONTROLS HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FAILURE OF AN ESSENTIAL PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIAL, AND ANY WARRANTY ARISING BY TRADE USAGE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. At the time of shipment, Samson Controls warrants its own manufactured Goods to be free from defect in material and workmanship. If any part of the Goods is found under recommended use and service within one year after date of shipment to have been defective when shipped, Samson Controls sole obligation will be to repair or replace said defective part at a Samson Controls facility. All repaired and/or replaced parts are warranted to be free from defects in material and workmanship under normal use and service for a period of 90 days from the date that repair or replacement is complete, or until the termination of the original warranty, whichever is sooner. Buyer shall pay the costs of removal and installation of the defective part and costs of transportation and insurance to and from Samson Controls facility. Samson Controls must be informed in writing without delay of any such defects. Parts which have been removed become the property of Samson Controls. Samson Controls shall in no event be liable for changes, alterations, attachments, repairs or modifications unless made with its written approval. Samson Controls warranty hereunder shall not apply if the Goods have not been installed and/or operated in accordance with Samson Controls instructions or good industry practices. Buyer is in default of its obligations hereunder, if the Goods have been damaged by misuse, negligence or accident, or Buyer fails to use supplies of material meeting Samson Controls' specifications. Goods purchased by Samson Controls from other manufactures are covered only by the express warranties of such manufactures to the extent assignable by Samson Controls. It is understood that any descriptions, statements, technical advice, or service rendered in connection with the purchase order, installation, or use of Goods described hereby are opinions and not warranties; SAMSON CONTROLS MAKES NO WARRANTY AS TO, AND ASSUMES NO OBLIGATION OR LIABILITY FOR, SUCH DESCRIPTIONS, STATEMENTS, ADVICE, SERVICE, OR THE RESULTS OBTAINED.

Limitation of Remedies: General Limitation. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SAMSON CONTROLS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OR NON-USE OF ANY SAMSON CONTROLS' GOODS, REGARDLESS OF WHETHER SAMSON CONTROLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL, REWORK OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE CONTRACTORS' SERVICES, TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM, SUIT, OR ACTION WILL BE BROUGHT AGAINST SAMSON CONTROLS MORE THAN TWELVE (12) MONTHS AFTER THE EVENT THAT GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

Specific Limitations: IN NO EVENT WILL SAMSON CONTROLS' AGGREGATE LIABILITY FROM ANY USE OF ANY GOOD OR ITEM PROVIDED HEREUNDER, INCLUDING FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT EXCEED THE TOTAL AMOUNT PAID TO SAMSON CONTROLS FOR THE PARTICULAR ITEM OR GOOD AT ISSUE DURING THE PRIOR TWELVE (12) MONTHS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. **Failure to Pay:** If Buyer fails to make payment when due, the entire purchase price for all delivered Goods shall immediately become due and payable. Samson Controls may refuse to perform any further obligations hereunder and all warranties and obligations regarding the Goods shall automatically terminate.

10. **Retention of Title and Security Interest:** All property rights in, ownership of, and title to the Goods shall NOT pass to Buyer until Samson Controls has received payment in full for Goods. Samson Controls shall retain a security interest in Goods until payment is made in full for Goods. Buyer hereby grants Samson Controls, for itself and as collateral agent on behalf of each of Samsons' Controls' affiliated companies, a security interest in (i) all present and future Items sold or delivered by Samson Controls to Buyer; (ii) all present and future books and records, including, without limitation, books of account and ledgers, computer programs, computer software, and data relating to Buyer or to any personal property subject to a security interest granted herein; and (iii) all proceeds, whether now owned and existing or hereafter acquired or arising, including, without limitation: (A) all rents, issues, royalties, and profits of or from any of the foregoing, (B) all personal property now or hereafter received by Buyer upon the sale, exchange, lease, transfer, or other disposition of any of the foregoing, and (C) any amounts now or hereafter payable under any insurance policy by reason of any loss or damage to any of the foregoing or any proceeds thereof to secure the prompt and unconditional payment and performance by Buyer of all indebtedness, obligations, debts, and liabilities owed to Samson Controls. Buyer agrees, upon request by Samson Controls, to execute

promptly any documents and perform any other acts at Buyer's sole expense that Samson Controls deems necessary or advisable to confirm, continue and/or perfect the security interests granted in this Section. In addition to and not in limitation or derogation of the foregoing, Buyer hereby irrevocably authorizes Samson Controls to execute and file any one or more financing statements covering all Goods properly subject to the security interests granted in this Section.

11. **Insurance:** Upon shipment, Buyer shall insure and shall keep insured the Goods at full value against loss or damage by fire and other usual perils.

12. **Documentation and Applicable Rights:** At the request of Samson Controls, Buyer will join with Samson Controls in executing such additional security agreements, financing statements for public filing, or other documents to secure Samson Controls' s interest in the Goods to its satisfaction. Buyer authorizes Samson Controls to file, in jurisdictions where this authorization will be given effect, financing statement(s) signed only by Buyer. Samson Controls shall have all the rights and remedies allowed by law of the jurisdiction which governs this agreement, and, in those jurisdictions which have adopted the Uniform Commercial Code or its equivalent providing for a retention of a security interest to secure payment for goods sold or financed. Samson Controls shall have the rights and remedies of a secured party under the Act or Code or its equivalent providing for a retention of a security interest to secure payment for goods sold or financed, legal title with right of possession upon default to all Goods shall remain in Samson Controls until the full purchase price has been paid to Samson Controls and Buyer shall be liable for any deficiency. Buyer hereby grants to Samson Controls a Security Interest in the goods, which is collateral described in Invoice or Order Acknowledgement. Buyer authorizes Samson Controls to prepare and file an initial Financing Statement, and amendment thereto adding collateral, without the necessity of Buyer signing any Financing Statement prepared by Samson Controls.

13. **Repossession:** If Buyer defaults in its performance hereunder or if a petition in bankruptcy shall be filed by or against Buyer or Buyer shall be adjudicated or become insolvent or shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors or if any action is commenced against Buyer to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors or if Buyer voluntarily or by operation of law shall lose control of the operation of its business, then upon any of the foregoing defaults Buyer will, at the request of Samson Controls, assemble the Goods not yet fully paid for and make available for pickup by Samson Controls at Buyers place of business or at such other place as is designated by Samson Controls which is reasonably convenient. Subject to the provisions of the applicable Uniform Commercial Code or its equivalent providing for the retention of a security interest to secure payment for goods sold or financed, any requirements of reasonable notice by one party to the other shall be met if such notice is mailed by regular post, to the parties' principal place of business, at least five days before the time of the event or contemplated action set forth in the notice. Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and reasonable legal fees and all expenses of any nature allowed by law incurred by Samson Controls in enforcing any of the rights granted to Samson Controls. Upon any such default, Buyer authorizes Samson Controls to enter upon the premises at any time to repossess the Goods and hereby waives all rights and claims for trespass or conversion or damages in any manner thereby caused by Samson Controls. Buyer is a corporation hereby waives any statutory restriction affecting the rights and remedies of Buyer referred to in this document.

14. **No Rejection by Buyer:** Buyer must accept all Goods tendered under this agreement. Under no circumstances is Buyer permitted to reject Goods tendered or to return Goods without Samson Controls' s prior written consent. Goods will be accepted by Buyer within fourteen (14) days from delivery unless otherwise stated in Buyer Purchase Order.

15. **Specification:** Samson Controls manufactures Goods according to customer specifications. Such specifications may differ from published sales literature. Sales literature is made available through the website, usa.samsongroup.com.

16. **Entire Agreement and Amendment:** This Agreement, together with the agreements or other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, purchase or sales orders, negotiations and discussions, whether oral or written, of the parties. No waiver, change, amendment, discharge of, or addition to, any term or condition hereof, shall bind Samson Controls unless made in writing and signed by the President of Samson Controls and without limitation, no terms or conditions which may be contained in Buyer's order form shall bind Samson Controls unless such order form is signed by the President of Samson Controls.

17. **Time for payment of Essence:** Time for payment by Buyer is of the essence.

18. **Rights Cumulative:** No right or remedy of Samson Controls hereunder shall be deemed to be exclusive of any other right or remedy hereunder and Samson Controls shall be entitled to exercise such rights or remedies, separately or cumulatively. In the event of any default by Buyer, Samson Controls may decline to make further shipments. If Samson Controls elects to continue to make shipments, Samson Controls' action will not be a waiver of any such default or affect Samson Controls' legal remedies for any such default. Each shipment made under any order will be treated as a separate sale and transaction.

19. **No Assignment:** Neither this Agreement nor any right granted hereby is assignable by Buyer without Samson Controls' s prior written consent.

20. **Severability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in any jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validating or enforceability of such provision in any other jurisdiction.

21. **Governing Law:** This contract is governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. This contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Chambers County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court and Samson Controls may seek injunctive relief in any United States or foreign court.

22. **Language:** These Terms and Conditions and any related document shall be written in English.