

Overview (all subject to the details herein):

- The buyer acknowledges and accepts these terms as an integral part of their order.
- Delivery costs may vary from quoted estimates and sales orders. Buyer is responsible for all shipping and shipping-related costs.
- Seller (PPS) generally honors quotes for 30 days from the date of delivery. Lead times may vary.
- PPS may offer term, deny and/or cancel accounts at its sole discretion. All accounts are subject to these detailed conditions.
- Interest and other penalties apply to accounts with past due balances.
- PPS retains title and a security interest in all products until paid for in full.
- Buyer has 3 days after receipt of product and services to inspect and make claim of any damage or apparent defect. Buyer should reject any shipment with obvious and significant transport damage.
- Buyer is responsible for all applicable taxes and fees required of the sale transaction, whether prepaid or post-invoice.
- Seller warrants its products, but not the parts or resold products of other manufacturers, or consumable goods.
- Seller does not warrant fitness of merchantability.
- Buyer is responsible for its understanding and acceptance of these terms, which apply to every purchase, including those not summarized in this overview.

Detailed Terms and Conditions:

1. ACCEPTANCE OF ORDER: Seller's offer and Buyer's order are subject to Seller's Terms and Conditions of Sale, as published at the time of order and including all additions, deletions or amendments. Any purchase order, whether written or verbal, issued in response to an offer to sell is considered Buyer's acceptance of these Terms and Conditions of Sale. All additional, different or conflicting terms or conditions set forth in Buyer's purchase order are vacated unless expressly accepted by Seller in writing.

2. SHIPMENT: Delivery dates are estimates only and are not binding. Buyer will accept partial shipments and invoicing unless otherwise agreed in writing.

Terms for deliveries, parcel shipments by common service, and private expeditor delivery are FOB Destination. All risk of loss pass to Buyer upon receipt.

Terms for freight transportation are detailed at [www.parallelps.com/freight](http://www.parallelps.com/freight) and by reference hereby incorporated.

Failure to meet shipping dates or shipping deadlines does not entitle Buyer to cancel the order or to claim a breach of contract, provided that Seller proceeds in good faith to meet the shipping dates, or if shipping dates cannot be met, to ship as soon as reasonably possible thereafter.

Seller reserves the right to hold shipments for prepayment clearance where applicable.

3. PRICING, ACCOUNTS AND TERMS: All payments must be in U.S. dollars. Seller reserves the right to change prices without notice but honors quotes for 30 days unless otherwise stipulated in the quote.

A service charge is immediately due and payable for all payments returned to sender. Seller may charge administration fees related to payment processing by 3<sup>rd</sup> parties when incurred for Buyer's convenience.

Open accounts may be offered at Seller's discretion and with reservation to change or cancel the account at any time with or without notice. Terms are Net 20 unless otherwise mutually agreed upon by Buyer and Seller. All account privileges are automatically suspended on accounts with an overdue balance and may or may not be reinstated when the account is brought current. Invoices past due by 15 days or more are

subject to an administration fee plus interest charge at the rate of 2% per month, or the maximum amount permitted by law, from the shipment date.

Delinquent accounts may be referred for collection at Seller's sole discretion, and Buyer's account privileges are permanently cancelled once referred. In connection with any action by Seller to collect the balance from Buyer the prevailing party in such action shall recover from the non-prevailing party all expenses incurred in connection with such action including, without limitation, court costs and reasonable collection and attorney's fees. In the event Buyer's account is overdue, Buyer agrees that Seller may offset the account balance or any portion thereof against any funds due Buyer by Seller irrespective of whether the amounts arise out of the same transaction.

All sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name, or in any trade name, or in the name of any subsidiary company, or in the name of any officer or agent, shall nevertheless be an indebtedness of the applicant customer. Should Buyer be a corporation or partnership, for good and valuable consideration, including the extension of credit to Buyer, all officers, partners, and principals agree to be personally liable, joint and severally with the entity as a guarantor for payment of all indebtedness or liabilities incurred pursuant to these terms and conditions.

Buyer waives demand for payment and notice of indebtedness and default.

Seller retains title and security interest in all products, and in all materials until such shall lose its character as personal property, regardless of delivery or possession, until paid for, said payment including all associated late and collection fees.

4. **INSPECTION AND ACCEPTANCE OF PRODUCTS:** Buyer agrees to inspect received goods within 5 business days of receipt and to promptly report any damage or suspected defect to Seller, including details and pictures showing the nature of the concern. Otherwise, Buyer will be deemed to have waived any objections and accepted the goods. Seller shall have the right to settle claims as it deems appropriate and expeditious through replacement, repair, or credit. Seller assumes no risk or responsibility for items returned without Seller's authorization.

5. **TAXES.** Seller shall apply all lawful state, federal and local taxes, to the best of its knowledge and understanding, as applicable to all invoices and Buyer shall be liable for payment of these unless Buyer provides Seller with a valid tax exemption certificate.

6. **WARRANTIES, LIMITATION OF LIABILITY:** Seller warrants that the material and craftsmanship of its product is free from material defects for a period of one (1) year from the original shipment date. Seller's sole responsibility in fulfilling this warranty shall be to repair or replace, at Seller's sole discretion, any products, provided such products are returned in reasonable condition to Seller's facility, freight prepaid, with Seller's express authorization.

Seller makes no warranty with respect to products supplied by Seller that were not manufactured by Seller or an integral part of Seller's product. Consumable goods (such as light bulbs) are excluded from warranty.

This warranty does not cover any product (i) improperly installed, used, or damaged by accident or neglect, including proper installation and maintenance by Seller, (ii) which is damaged as a result of modification or alteration by anyone other than Seller, or (iii) is operated under conditions outside its specified operating parameters. Seller reserves the right to examine all supplied product and components to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any product or component is defective and covered under this warranty.

Seller's financial liability, unless expressly agreed upon in writing otherwise, is limited to the amount paid by Buyer for the product.

Replacement of Seller's product or integral parts with those of any other manufacturer or producer voids this warranty entirely, unless otherwise expressly agreed in advance by Seller.

Product Suitability: Seller cannot and does not guarantee its products' fitness of merchantability, including the use or compliance with any governing entity, whether public or private. Before purchase and use of Seller's product, Buyer will review the product, application, and applicable rules and regulations to determine product compliance. Seller is not obligated to authorize returns or replacements due to conflicts of application or compliance.

In no event shall seller be liable for lost profits, special damages, punitive damages, incidental damages, consequential damages, losses or expenses, breach of contract, tort, strict liability or other, whether direct or indirect, incurred by buyer because of any product defect, damage, or delivery delay. The maximum liability of seller, whether arising from breach of contract, tort (including negligence), strict liability, breach of warranty or otherwise, shall be the amount remitted for the goods.

7. LIMITATIONS OF ACTIONS: Any action arising under this contract must be commenced within 90 calendar days after the cause of action has accrued, except as related to open and past due accounts

8. DEFAULT: The occurrence of any of the following events shall constitute an event of default under this agreement: (i) Nonpayment by Buyer of any payment when due, (ii) the failure of either party to perform any of the terms or conditions of this Agreement which is not cured within a reasonable time after written notice to the other party, or (iii) either party ceases doing business as a going concern, is insolvent, makes an assignment for benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition seeking any reorganization, arrangement or composition, under any present or future state or federal laws or regulations, or is adjudged a bankrupt.

9. SELLER'S REMEDIES: If Buyer defaults under this Agreement, Seller may, at its option, exercise any or all of the following remedies, in addition to or in lieu of any other remedies provided by law: (i) Declare all monies owed at that time under this Agreement or under other agreements between Seller and Buyer immediately due and payable, (ii) Cease performance under this Agreement or any other agreement between Seller and Buyer, including but not limited to, the shipment of any additional goods which Seller is otherwise obligated to ship under this Agreement or any other agreement between Seller and Buyer, or (iii) Without demand or legal process, enter into the premises where any goods sold by Seller to Buyer (for which the purchase price has not been paid) may be found and take possession of and remove the goods without liability therefor. Upon Seller regaining possession, all of Buyer's rights in such goods shall terminate absolutely. Buyer hereby grants to Seller a purchase money security interest in all goods purchased by Buyer from Seller. Seller is hereby authorized to file and record such UCC financing statements as Seller may require in perfecting such security interest. Seller's failure to take immediate action to enforce its rights and remedies in the event of default shall not be deemed a waiver of any such rights or remedies.

10. GENERAL PROVISIONS: These policies shall be governed by and construed in accordance with the laws of Florida without regard to principles of conflicts of law, shall be binding on the successors and assigns of the parties, and shall constitute the entire understanding between the parties and shall not be varied or modified unless done in writing and signed by both parties. Jurisdiction and venue for any legal proceeding or action at law arising out of or construing this Agreement shall exclusively lie in the courts of Orange, Florida. Buyer consents to such jurisdiction and waive any other venue. Seller may, at its option, bring an action against Buyer in the venue whether the products were delivered or where Buyer has its principal place of business. Buyer hereby waives any right of removal to United States District Court.

11. CANCELLATION POLICY: Where Buyer cancels, reduces, or refuses of an order after Seller's acceptance of that order, Seller reserves the right to charge Buyer, and Buyer agrees to pay the sum of (a) the purchase price of all products released for shipment, (b) cost of materials in process (all unique parts and/or

material in stock or on order that Seller or its Affiliates cannot cancel without liability) plus a 15% surcharge on this cost, and (c) the retail price of work in progress including designs and drawings (all parts and materials, direct labor, and overhead for work in progress). Seller will deduct this sum from any prepaid deposit before any balance is returned to Buyer, and any difference due Seller is immediately due and payable.

12. **LEAD TIME:** Estimated and stated lead times for products may change due to holidays, procurement limitations, past due balances, and/or a regularly changing production schedule. Buyer is therefore advised to communicate requirements and schedules well in advance of ordering, and order far enough in advance to accommodate scheduling variations. Orders on hand are given priority over new orders. Seller reserves the right to charge an expediting fee, or to refuse expediting requests based on its production demands.

13. **RETURN POLICY:** Custom or made-to-order products are not returnable. Seller may, at its sole option and with express authorization, may agree for Buyer to return certain products for full or partial credit. All authorized returns are subject to inspection before acceptance by Seller and issuance of a credit less restocking charges. Returns for credit may be considered for up to 20 days from the original ship date for products in original packaging, unopened, and returned in good condition at Buyers expense.

14. **PROMOTIONAL USE:** Seller will not use Buyer's organization and representatives' names for promotional purposes without express permission from Buyer. Seller may otherwise use information, articles and items including product images, service activity images, project names, and reproduced images, for its marketing purposes unless authorization is expressly limited in advance and in writing by Buyer.

15. **FORCE MAJEURE:** Seller shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, storm, transportation delays, inability to obtain materials, or equipment breakdown. In the event of such delay, the price and other affected terms of the order may be adjusted to reflect the impact of any delay at Seller's discretion.

16. **SEVERABILITY:** If any provision of this document shall be declared invalid or unenforceable by a court of competent jurisdiction, the invalidity or lack of enforceability of such provision shall not affect the other provisions hereof, and this document shall be construed and enforced in all respects as if such invalid or unenforceable provision was omitted.

17. **INTERPRETATION:** Should any provision of this document require judicial interpretation, Buyer agrees that the court or mediator interpreting or construing these provisions shall not apply any rule of construction which construes it more strictly against Seller.

18. **JURY TRIAL WAIVER:** The parties hereto hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation arising out of, under or in connection with these terms and related transactions.

19. **BUYER ACCEPTANCE:** Buyer acknowledges that they have read, understand, and have obtained the advice of counsel as needed, regarding all terms, conditions, restrictions, and potential effects of these terms and accepts them inherently with every purchase order.