

1. Terms and Conditions. The offer, order acknowledgement, order acceptance, or sale of any products is conditioned upon these Terms and Conditions of Sale (this “**Agreement**”). Any additional terms proposed by the buyer are hereby objected to and rejected and will not be binding upon TITUS® Industrial Group, Inc. (“**Seller**”), an Oregon corporation, unless specifically agreed to in writing by Seller, which writing must specifically reference this Agreement.

2. Shipments; Price Adjustments. Buyer shall order products from Seller at a reasonable time in advance of each shipment hereunder (if more than one shipment). Such order shall identify the products ordered and shall include the quantity of products, shipping instructions, and the desired delivery date. ANY TIME STATED FOR DELIVERY BY SELLER IS AN ESTIMATE ONLY AND SHALL NOT BE CONTRACTUALLY BINDING. ANY FAILURE BY SELLER TO DELIVER THE PRODUCT(S) BY SUCH TIME SHALL NOT BE A BREACH OR REPUDIATION BY SELLER, AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OR DAMAGE SUFFERED BY BUYER AS A RESULT OF SUCH FAILURE. Title and risk of loss shall pass to buyer at the point of loading if buyer is purchasing the products F.O.B. factory or Ex-Works. If Seller is providing the carrier then title shall pass to buyer at the job site and risk of loss shall pass under the INCOTERMS specified in Seller’s order acknowledgement. Where delivery of product is delayed for any reason outside the reasonable control of Seller or under the control of buyer, Seller reserves the right to amend the prices for the product(s) to those current at the date when delivery is made. If after giving release for shipment, buyer fails to take delivery at the job site, buyer shall be liable to Seller for any carrier imposed standby freight charges. Seller reserves the right to invoice, and receive payment, for orders that are complete yet cannot be shipped due to delay by others.

3. Payment. Except as otherwise agreed by Seller, terms of payment shall be net 30 days after the date of Seller’s shipment, subject to change by written notice to buyer. Any payment not received when due shall bear interest at the rate of 1.5% per month (18% per annum) from the original due date, or the highest rate allowed by law, on the unpaid balance until paid in full. Any sale to buyer of Seller’s products is subject to Seller’s approval of the credit worthiness of buyer. Seller reserves the right to require buyer to post a confirmed and irrevocable letter of credit in Seller’s favor for the full amount of the purchase price. All payments must be paid in United States Dollars only. Buyer acknowledges that Seller may, in its sole discretion, require a deposit prior to shipment.

4. Taxes and Fees. Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and buyer shall be paid by buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee, interest or charge, buyer shall promptly reimburse Seller therefor and such obligation shall be subject to the terms and conditions contained in paragraph 3.

5. Inspection and Product Condition; Installation. Buyer shall carefully examine the products upon receipt. If buyer receives

products that it considers damaged, nonconforming, not within specifications, or otherwise unacceptable, buyer must so notify Seller in writing no later than five business days after the delivery date. Failure to deliver such notice in a timely manner shall constitute unqualified acceptance and a waiver of all such claims by buyer. Any claims for loss or damage to goods in transit shall be made to the carrier and not to Seller. Buyer shall be solely responsible for product installation. THE BUYER ACKNOWLEDGES AND AGREES THAT IF A PRODUCT ORDERED BY THE BUYER IS NO LONGER AVAILABLE, THE SELLER, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO THE BUYER, MAY FILL THE ORDER WITH A DIFFERENT PRODUCT THAT IS FUNCTIONALLY EQUIVALENT TO THE PRODUCT THAT WAS ORDERED.

6. Seller’s Warranty. Unless specifically agreed to otherwise by Seller in writing, Seller warrants products manufactured by Seller to conform to specifications at the time of shipment. For products manufactured by Seller, Seller will refund the purchase price for, or replace, at its option, any such product found to be defective in such respects and reported to Seller within one year from the date of initial shipment to the initial purchaser. This warranty shall not apply to any product subject to misuse, improper installation, repair alteration, neglect, accident, abnormal conditions of operation, or use in any manner contrary to instructions. Seller reserves the right to determine the cause and existence of any defect under this warranty. SELLER’S OBLIGATIONS ARE LIMITED TO REPLACEMENT OR, AT THE OPTION OF SELLER, TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS OR GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COSTS. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES AND REMEDIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. Consequential Damages and Other Liability; Indemnity. Except as otherwise agreed in writing, Seller’s liability with respect to the goods and/or services sold under this Agreement shall be limited to the warranty provided herein and shall in no event exceed the purchase price paid for the goods and/or services at issue. SELLER SHALL NOT BE LIABLE FOR, AND HEREBY DISCLAIMS, ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO GOODS AND/OR SERVICES SOLD BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Seller hereby specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other type of economic loss, or for claims of buyer’s customers or any third party for any such damages.

Buyer shall defend and indemnify Seller and Seller’s agents, successors and assigns (collectively, “**Seller Indemnified**”

Parties”), from and against any and all losses, liabilities, damages and expenses (including, without limitation, attorney’s fees and other costs of defending any action) which any Seller Indemnified Party may incur as a result of any claim by buyer or others arising out of or relating in any way to the products and/or services sold by Seller under this Agreement and based on product or service defects not proven to have been caused solely by Seller’s negligence.

8. Buyer’s Warranties. Buyer hereby represents and warrants that the sale and delivery of products and/or services by Seller will not violate any law, regulation, rule, order or restriction of the United States or any state or other governmental authority. Buyer acknowledges that Seller will only furnish products and/or services to buyer in reliance upon such representation.

9. Returns. Buyer may not return any product without prior authorization from Seller, and buyer must afford Seller prompt and reasonable opportunity to inspect any such products. Seller reserves the right to determine the cause and existence of any defect. For returns for other than warranty claims, transportation charges are to be pre-paid and at the buyer’s expense. A restocking charge will be imposed upon non-claim returns. Notwithstanding the foregoing, except as part of a valid warranty claim, custom-made products may not be returned.

10. Force Majeure. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller’s reasonable control including without limitation, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Reference is hereby made to paragraph 2 which provides, among other things, that ANY TIME STATED FOR DELIVERY BY SELLER IS AN ESTIMATE ONLY AND SHALL NOT BE CONTRACTUALLY BINDING.

11. Containers. All returnable containers used in connection with shipments of Seller’s goods are the property of Seller and are loaned to buyer. Buyer shall use such containers only for reasonable storage of Seller’s goods originally delivered therein and shall upon Seller’s request return at Seller’s expense such containers in good condition when empty.

12. Confidential Information. Designs, techniques, methods, specifications, drawings, sketches, processes, product information, formulae, recipes, samples, prototypes, selection of materials, systems and components, plans, financial data (including cost and pricing data) and other manufacturing or business information supplied by Seller shall remain Seller’s property and proprietary information and shall be held in confidence by buyer. Such information shall not be reproduced, used or disclosed to others by buyer without Seller’s prior written consent. Confidential information shall not include information buyer can demonstrate: (a) is generally available to the public other than as the result of disclosure by buyer in violation of this Agreement or any other confidentiality obligation; (b) is legally in buyer’s possession at

the time of receipt from Seller; or (c) is obtained by buyer from a third party who is in lawful possession of the information and who has the right to make disclosure thereof, but only if the third party has authorized buyer’s use thereof. Immediately upon termination of this Agreement or Seller’s request, all confidential information in buyer’s possession (in whatever form) shall be returned to Seller.

13. Notice. All notices and other communications mentioned in this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by email (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses (including email addresses) set forth in the attached document (or at such other address as a party may designate by like notice to the other party). Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the fourth day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

14. Waiver; Setoff. Any provision or condition contained in this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Seller may offset any amount due from buyer against any amount which may become due to buyer.

15. Miscellaneous. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by buyer without the prior written consent of Seller. Any attempted assignment without such consent will be void and without legal effect. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way. This Agreement (including the documents referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.