

THE TERMS AND CONDITIONS SET FORTH [ON [THIS WEBSITE](#)] ARE AN INTEGRAL PART OF HOFFMASTER GROUP, INC'S ORDER, AND ITS ORDER IS CONDITIONED ON THE SELLER'S ASSENT TO THESE TERMS AND CONDITIONS.

HOFFMASTER GROUP, INC.

TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE OF TERMS AND CONDITIONS WITHOUT CHANGES.

Hoffmaster Group, Inc.'s ("Purchaser") has offered to purchase goods/and or services (collectively, the "Products") by issuing a purchase order (the "Order") incorporating these Terms and Conditions of Purchase ("Terms"). The Order and the Terms (collectively the "Agreement") is the complete and entire agreement between Purchaser and the supplier ("Seller") of the Products, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. However, any conduct by Seller recognizing the existence of an agreement (including without limitation shipment) shall also be deemed an acceptance without exception to these Terms of the Order. Additional or different terms already or hereafter proposed by Seller, whether in a quotation, acknowledgment, invoice or otherwise, are rejected and shall not apply. Notwithstanding the foregoing, any formal written agreement signed by both Purchaser and Seller shall supersede the Terms to the extent inconsistent with the terms herein. Purchaser would not have issued an Order from Seller without Seller's agreement to these Terms, and Seller has been asked to review these Terms. This Agreement expressly limits acceptance to the terms of this Agreement. All Orders shall be deemed to be accepted if not acknowledged within 48 hours of issuance.

2. CHANGES. Purchaser may at any time, before delivery of the Order, make changes in drawings, designs, specifications, quantities, materials, packaging, time and place of delivery, methods of shipping or packing or other terms of the Order, which changes shall be immediately implemented by Seller. If any such change causes an increase or decrease in the cost, or the time required for the performance, Seller will promptly within 5 days notify Purchaser and provide a written proposal to implement such changes. Such written proposal will not be binding on Purchaser unless evidenced by a change order issued and signed by Purchaser.

3. TERMINATION FOR CONVENIENCE. Purchaser may at any time terminate the Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge reflecting the percentage of the work performed prior to the termination notice, plus actual direct costs resulting from termination. Seller shall not be paid for any work performed after receipt of the termination notice, except to the extent necessary to effect termination, or for any costs incurred which reasonably could have been avoided. Any claims under this section must be asserted in writing in detail within thirty (30) days of receipt of Purchaser's termination notice.

4. TERMINATION FOR CAUSE. Purchaser may cancel the Order without liability: (a) if Seller fails to comply with the specifications, terms or conditions of the Order; (b) if delivery is delayed beyond the requested delivery date, if any; (c) if a petition in bankruptcy is filed by or against Seller, or Seller is declared insolvent or has a receiver or trustee appointed for it or its assets, or if Seller makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law; or (d) if Purchaser encounters any labor disputes, governmental orders or actions, unavailability of transportation, fires, floods, breakdowns of essential machinery, accidents, acts of God, or other cause beyond its control which affects its ability to receive and use the Products ordered.

5. PRICE/PAYMENT TERMS. The price of the Products is the price stated in the Order. Unless otherwise specified in the Order, the price includes all packaging, transportation costs, to the delivery destination, insurance, customs duties and fees of every kind and nature and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Purchaser. The prices charged by Seller shall be no less favorable than those prices charged to other customers purchasing similar quantities. Seller shall issue an invoice to Purchaser on or any time after the completion of delivery, unless otherwise agreed in the Order. Unless otherwise agreed in the Order, Purchaser will pay such invoices within 90 days of receipt. Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Purchaser to Seller. Seller must maintain complete and accurate records relating to the provision of the services under this Agreement, including records of the time spent and materials used by Seller in providing the services in such form as Purchaser shall approve.

6. DELIVERY. Seller acknowledges that **TIME IS OF THE ESSENCE** with respect to Seller's obligations hereunder; if delivery of items or rendering of services is not completed by the specified delivery date, Purchaser reserves the right, in addition to its other rights, to return Products or terminate all or part of the Order and charge Seller with all costs, expenses and damages associated with such return or termination. Seller shall strictly comply with delivery instructions contained on the Order; if none are stated Products shall be delivered to the destination designated by Purchaser. Title and risk of loss shall pass when Products are received by Purchaser at the destination designated on the Order. Purchaser may delay delivery and/or acceptance for Force Majeure. Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the delivery date set forth on the Order. If the quantity of Products delivered is either too much or too little, Purchaser reserves the right to reject the Products.

7. INSPECTION AND ACCEPTANCE. All Products are subject to Purchaser's inspection. Upon receipt of the Order, Purchaser shall have a reasonable time to inspect the Products after arrival at their destination and to confirm compliance with the Order. If Purchaser determines that part of the Products are not in accordance with Purchaser's specifications or the Order, Purchaser has the right to reject all or any portion of such Products. If Purchaser rejects any portion of the Products, Purchaser has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Purchaser requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming or defective Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Purchaser may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause. Any inspection or other action by Purchaser under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Purchaser shall have the right to conduct further inspections after Seller has carried out its remedial actions. Payment for the Products prior to inspection shall not constitute acceptance thereof, and shall be made without prejudice to any and all claims that Purchaser may have against Seller. In the event the Products must be installed, tested, inspected or assembled prior to their use, they shall not be deemed finally accepted until such installation, testing, inspection or assembly, as the case may be, indicates that the Products are in accordance with specifications and are operating properly. Exercise or non-exercise of these rights will have no effect on Purchaser's other rights and remedies hereunder. Upon notice, Purchaser may make inspection visit(s) at the site where the Products are being designed or manufactured, or services being performed.

8. PACKAGING AND SHIPPING. Seller shall pack all goods for shipment according to Purchaser's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products

are delivered in undamaged condition. All bills of lading, invoices, and packages shall be clearly marked with an appropriate description of the Products, the purchase order number for such Products, the bar code, the product number(s) and quantity of items contained within each package. Purchaser may reject any Packages that do not provide such descriptions. No additional charges of any kind, including charges for boxing, packaging, cartage or other extras shall be added unless specified on the Order. All Products must bear markings and labels required by applicable law.

9. MATERIALS FURNISHED. If Purchaser furnishes any material for fabrication hereunder, Seller: (a) agrees not to substitute any other material in such fabrication without Purchaser's written consent, (b) agrees that title to such material shall not be affected by incorporation in or attachment to any other property, and (c) agrees to state and warrant in writing on its shipper and invoice for final parts that all material furnished by Purchaser under this contract (except that which became normal industrial waste or was replaced at Seller's expense) has been returned in the form of Products and unused material. Seller will use any designs, tools, patterns, drawings, information and equipment furnished by Purchaser only in the performance of the Order, unless Purchaser's prior written consent is obtained, and title remains with Purchaser at all times. Seller agrees that no inaccuracy in tools or fixtures which Purchaser furnishes shall excuse performance not in strict accordance with the specifications. The contract price includes the cost of tooling (including gauges, jigs, fixtures, dies, molds, tools, patterns and the like) that may be created or acquired by Seller for use in the manufacture, fabrication or assembly of the Products called for herein and, unless otherwise specified in the Order, title to such tooling shall pass to Purchaser upon its creation or acquisition and will remain in Purchaser. Seller shall use such tooling solely and exclusively for the Purchaser. Seller shall deliver such tooling to Purchaser on demand. All final plans, diagrams and blueprints of the tooling shall be Purchaser's property and shall be delivered to Purchaser. Seller shall safely store the tooling and materials and obtain and maintain adequate insurance against damage or destruction and repair and maintain such materials and tooling in good working order. Upon written demand by Purchaser, Seller shall surrender immediately the materials and tooling to Seller, at the destination designated by Purchaser, in the same condition as when it was delivered by Purchaser to Seller, ordinary wear and tear excepted. Any reasonable expenses which Purchaser incurs to restore the materials or tooling to the condition in which it was delivered to Seller, ordinary wear and tear excepted, shall be fully reimbursable by Seller.

10. INDEMNIFICATION. Seller will defend, indemnify, and hold Purchaser, its owners, its affiliates, its directors, officers, its employees, customers, agents, successors and assigns, harmless against any claims or demands, action or proceeding, liability, loss, injury, death, damage or expense whatsoever, including reasonable attorneys' fees, in connection with the Products or arising from any (a) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Seller and its agents or actual or alleged defect in the Products, (b) any negligence or willful misconduct by Seller, (c) violation by the Products, or in their manufacture or sale, of any statute, ordinance or administrative order, rule or regulation, (d) any product recalls, (e) any actual or alleged infringement or misappropriation of intellectual property by Seller, or (f) breach of any of the other terms set forth herein. If any claim, demand, action or proceeding is commenced against Purchaser by reason of any of the above matters, Purchaser will give Seller notice thereof in writing. Purchaser shall have the right to set off any other amounts owing to Seller under any other orders or agreements in effect.

11. COMPLIANCE WITH LAW. Seller represents and warrants that all Products (including the packaging) shipped hereunder have been produced and all services performed are in compliance with all applicable local, state (or province), federal and foreign laws, rules, regulations, standards and codes including to the extent each of the following pertain to the Products, but not limited to, the Fair Labor Standards Act, the U.S. Consumer Product Safety Act, the Consumer Product Safety Improvement Act, the Federal Food, Drug and Cosmetic Act, California Proposition 65, Lacey Act of 2008, and the US Mexico Canada Agreement, the Foreign Corrupt Practices Act, children's product safety rules, including without limitation the Minnesota Toxic Free Kids Act, environmental protection laws and occupational health and

safety laws. For purchases within the United States, Seller's invoices shall contain a certification substantially as follows: "Seller represents that these items were produced in compliance with all applicable requirements of the Fair Labor Standards Act and of regulations and orders of the U.S. Department of Labor issued thereunder." Seller represents and warrants to Purchaser that it shall not do anything which would cause the work environment for Purchaser's agents or employees not to be in compliance with the law. Seller also warrants that it shall at all times comply with applicable provisions relating to obligations of government contractors and subcontractors, including without limitation the OFCCP Rules and Regulations, 41 CFR 60-1, et. seq. (including the reporting, record keeping and affirmative action program requirements) incorporating the Equal Opportunity Clause of Executive Order 11246, the maintenance of nonsegregated facilities, the Vietnam Era Veteran's Readjustment Act of 1974, The Rehabilitation Act of 1973, Executive Order 11701 relating to the employment of veterans and Executive Orders 11625 and 12138 relating to participation by minority and women-owned businesses and the utilization of concerns owned and controlled by socially and economically disadvantaged individuals. The use of the Products in Purchaser's products will not require any warnings to be issued under California Proposition 65. Seller represents and warrants that none of the Products have any substances in the Products which are listed under California Proposition 65, including substances which may be present in an amount under any applicable warning thresholds.

Seller further represents and warrants that none of the Products (including the packaging of the Products) contains any PFAS substances in any amount. "PFAS" means all substances that include any member of the class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom. Seller will indemnify, defend and hold Purchaser harmless against all claims, violations and losses based on any Products provided to Purchaser containing any PFAS or any violation of or alleged violation of the Products or the products and packaging into which they are mixed or incorporated under (a) the California Safer Food Packaging Cookware Act of 2021; (b) the Maine Act to Stop Perfluoroalkyl and Polyfluoroalkyl Substances Pollution; (c) the New York Hazardous Packaging Act, Title 2 of Article 37 of the Environmental Conservation Law; (d) the California Safe Drinking Water and Toxic Enforcement Act of 1986, a.k.a. Proposition 65; and/or (e) any other current or future United States or state laws, or local, rules, regulations or implementing legislation applicable to the prohibition, restriction, or registration of PFAS in Products or the products and packaging into which they are mixed or incorporated under (collectively, "PFAS Laws") by Seller, Purchaser, Purchaser's distributors or any of their customers due to the presence of PFAS in any Products or packaging provided by Seller. Seller will notify Purchaser within five (5) business days of shipping any Products (including the packaging) to Purchaser that contain or may potentially contain any PFAS substances in any amount.

Seller agrees to execute any documents that Purchaser requests to certify compliance with applicable laws.

12. WARRANTIES. In addition to all warranties prescribed by law, Seller warrants that all Products delivered and services performed shall (a) be new and of first quality; (b) be merchantable and free from defects in materials, workmanship and design; (c) conform to specifications, drawings, designs, samples, descriptions and other conditions specified by Purchaser; (d) be performed by competent and

qualified personnel in a proper and workmanlike manner; (e) be of good title and free from liens and encumbrances; and (f) be fit and safe for their intended purpose and operate as intended, including without limitation as may be known to the Seller. Such warranties, including warranties prescribed by law, will run to Purchaser, its successors, assigns, and customers and to users of the Products. Seller also warrants that it shall obtain and assign or otherwise provide to Purchaser the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment incorporated into the Products or services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect. Seller also warrants that the Products do not contain any lead or phthalates, unless such amounts are below the concentrations permitted by U.S. and other applicable law.

The foregoing warranties and remedies are cumulative and shall be in addition to any warranties or remedies provided by law, including the uniform commercial code, and shall survive delivery, inspection, test, acceptance and payment. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Products with the foregoing warranties.

If the Product is food, the Seller represents and warrants that the food does not contain an unauthorized food contact substance under any applicable laws.

13. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; INDEMNIFICATION. Seller warrants that neither the sale nor the use of Products furnished pursuant to the Order will infringe or misappropriate upon any U.S. or foreign letters patent, copyright, trademark, or any other intellectual property right (collectively, "Property Rights").

14. PROPRIETARY INFORMATION; CONFIDENTIALITY; ADVERTISING. All information furnished by Purchaser or any other person acting on behalf of Purchaser and all information learned or observed about Purchaser or its operations through performing the Order is confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose other than performing the Order without Purchaser's express written consent. All information in tangible form, including drawings, samples, models, specifications, or other documents provided by Purchaser or prepared by Seller for Purchaser shall be returned to Purchaser promptly upon request. Seller shall not publicize the fact that Purchaser has contracted to purchase Products or services from Seller, nor shall any information relating to the Order be disclosed without Purchaser's written consent. Unless otherwise agreed in writing, no information disclosed by Seller to Purchaser shall be deemed confidential and Seller shall have no rights against Purchaser with respect to Purchaser's use thereof.

15. INSURANCE. Seller shall obtain and maintain in force for a period of twelve months after termination of the warranty the following insurance coverages (a) commercial general liability ("CGL") insurance policy in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, (b) a commercial umbrella policy, with limits of liability of not less than \$5,000,000 annual aggregate coverage and (c) any other insurance required under law, with each policy under (a)-(c) with insurance companies having an A.M. best rating of B+ VII or better. CGL insurance shall be written on an ISO occurrence form CG 00 01 1204 (or a substitute form providing equivalent coverage) and shall cover bodily injury and property damages arising from premises operations, independent contractor's, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a contract). All Seller's insurance will name Purchaser, its subsidiaries and affiliated entities as additional insureds under the CGL insurance using ISO additional insured endorsement or a substitute providing equivalent coverage. This insurance endorsement shall be primary and non-contributory insurance with respect to any other insurance or self-insurance program afforded to Purchaser. Upon request, Seller shall provide Purchaser with a certificate of insurance that such insurance is in effect. Insurance maintained by the Purchaser and its subsidiaries and affiliated entities is for their exclusive benefit and will not inure to the benefit of Seller. Seller agrees to waive all rights of

subrogation against the Purchaser and its insurer. Seller shall also obtain and maintain in force workers' compensation insurance affording statutory coverage and containing not less than statutory limits for the state(s) in which Seller is conducting business related to the Order, and employer's liability insurance in the amount of at least \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. Seller waives all rights against Purchaser and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability insurance. Upon request, Seller shall obtain a waiver of subrogation endorsement equivalent to WC 00 03 13 to the benefit of Purchaser to affect this waiver. To the extent automobiles are used in connection with the Products, Seller shall obtain and maintain in force automobile liability insurance, which shall include coverage for owned, hired and non-owned autos in an amount not less than \$1,000,000 each occurrence for a combined single limit covering bodily injury and property damage.

16. INDEPENDENT CONTRACTOR. Seller, its subcontractors and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Purchaser for any liability arising therefrom. Seller agrees to have its employees comply with Purchaser's policies and procedures when Seller's employees are on Purchaser's premises. Seller will be liable for death or injuries to Seller's employees or death, injuries or damages caused by Seller's employees when Seller's employees are on Purchaser's premises.

17. STATUTE OF LIMITATIONS. All rights of Seller to commence any court action or proceeding with respect to the Order shall terminate one (1) year after the cause of action has accrued.

18. FORCE MAJEURE/LABOR DISPUTES. If performance of any obligation under the Order is delayed, prevented, restricted, or made impossible by forces beyond a party's reasonable control, the obligations of the party invoking this provision shall be suspended upon reasonable notice to the other. Force majeure events shall include all destructive storms or weather events, fire, flood, accidents, riot, vandalism, acts of civil or military authority, governmental orders, regulations or restrictions, pandemic, epidemic, lockouts, cyberattack, failure of power, acts of God, or any other incidents over which the invoking party has no reasonable degree of control. If either party experiences any of the foregoing force majeure events and such event is anticipated to last more than thirty (30) business days, Purchaser shall have the right to terminate any Orders hereunder without any liability to Purchaser, including without limitation any liability for raw materials, except to pay for Products shipped or delivered prior to the date of termination. If Purchaser experiences any of the foregoing force majeure events and such event is anticipated to last more than 30 business days, Purchaser shall have the right to terminate any Order without any liability, including without limitation any liability for any minimum purchase requirements, except to pay for Products shipped or delivered prior to the date of termination.

19. LIMITATIONS ON LIABILITY. PURCHASER SHALL NOT BE LIABLE TO SELLER WITH RESPECT TO ANY SALES OF PRODUCTS OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, WHETHER UNDER THEORIES OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SELLER HAS BEEN APPRISED OF THE LIKLIHOOD OF SUCH DAMAGES OCCURRING, AND PURCHASER HEREBY DISCLAIMS ALL SUCH DAMAGES. PURCHASER SHALL NOT BE LIABLE FOR A CLAIM OF ANY KIND, WHETHER AS TO PRODUCTS DELIVERED OR FOR NON-DELIVERY OF PRODUCTS OR OTHERWISE, IN AN AMOUNT GREATER THAN TWO TIMES THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

20. NAME USE. Seller shall not use the name of Purchaser nor the fact of any purchase by Purchaser in any advertising or other publications of Seller without the prior written consent of Purchaser. Seller and Purchaser also acknowledge that they may have entered into a separate confidentiality agreement.

21. DUTY TO ADVISE. Seller shall promptly provide written notice to Purchaser of any of the following events or occurrences or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences (1) any failure by Seller to perform its obligations hereunder (2) any delay in delivery of Products, (3) any defects or quality problems relating to Products, (4) any issues with any employees at the facilities, and (5) any failure to comply with this Agreement, or any failure by Seller to comply with Laws applicable to the terms of this Agreement.

22. APPLICABLE LAW. The validity, construction, and enforcement of this Agreement is governed by and interpreted under the laws of the State of Wisconsin, including, without limitation, its provisions of the Uniform Commercial Code without giving effect to its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Products (CISG) does not apply to this Agreement. Service of process on Seller may be made through any form permissible for delivering a notice at the address set forth in the acknowledgement. Seller shall pay Purchaser any collection fees and all attorneys' fees incurred by Purchaser in enforcing this Agreement or defending against any claim for breach of this Agreement.

23. MISCELLANEOUS. (a) No remedy provided herein shall be exclusive of any other remedy hereunder or provided by any applicable law; (b) the invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any of the other provisions of the Agreement; (c) the Agreement may be assigned by Purchaser; provided that Agreement shall not be assigned by Seller, and Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any Products or services under the Agreement, in either case without the prior written consent of Purchaser; (d) Purchaser's failure to insist on performance of any of the terms of the Agreement, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type; (e) in the event Purchaser is involved in any disputes with respect to the Agreement, Purchaser shall recover from Seller its costs and attorneys' fees incurred in enforcing or defending its rights hereunder; and (f) captions preceding particular sections are for convenience only and are not to be construed as part of the Agreement or as a limitation of the scope of a particular section to which they refer.