

GREAT LAKES CASE & CABINET CO., INC.

STANDARD TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS (the “**Terms and Conditions**”), along with the terms and conditions set forth in any executed purchase order form (the “**Order**”) between you (the “**Customer**” or “**you**”) and GREAT LAKES CASE & CABINET CO., INC., a Pennsylvania corporation (“**GLCC**”), constitute a binding agreement (the “**Contract**”) and govern the contractual relationship and obligations between you and GLCC for the products (the “**Products**”) described herein and in the that certain quotation issued to you by GLCC (the “**Quote**”).

1. Application, Quotations and Acceptance. These terms and conditions shall govern and be incorporated in every Contract made by or on behalf of GLCC with the Customer and shall prevail over any supplemental, inconsistent or conflicting terms or conditions contained or referred to in any documentation submitted by the Customer, including the Customer’s own Order, for in correspondence or elsewhere or implied by trade, custom, practice, course of dealing, or usage in the trade. Acceptance by the Customer of delivery of the Products shall constitute unqualified acceptance of these terms and conditions. A variation of these conditions is valid only if it is in writing, if it is signed by an authorized representative of GLCC, and if GLCC accepts the Customer’s Order. Unless otherwise expressly stated in the Quote, a Quote does not constitute an offer and GLCC may withdraw or revise a quotation at any time before accepting the Customer’s Order. GLCC’s acceptance of any Order from the Customer shall be effective only where such acceptance is in writing and signed by an authorized representative of GLCC. In addition, GLCC’s “General Policies” are incorporated into this Contract by reference, which can be reviewed at <https://greatcabinets.com/policies/>

2. Price. The prices payable for the Products are as listed in the Quote in conjunction with GLCC acceptance of the Customer’s Order. GLCC may, at any time prior to delivery of the Products, revise prices to take account of increases in its own costs including, without limitation, the costs of any materials, carriage, labor or overheads, the increase or imposition of any tax, duty or other levy, and any variation in exchange rates. Unless otherwise specified, any tax or duty assessed on the sale of Products shall be added to the price, and packaging, freight and insurance shall be charged additionally.

3. Payment. Payment of invoices shall be made in full within thirty (30) days of invoice. Time shall be of the essence of payment. All payments must be in United States dollars. GLCC may suspend the supply of Products to the Customer where any amounts are overdue under any Contract until all such amounts have been paid. Interest is payable on overdue accounts at the rate of one and one half percent (1.5%), compounded monthly, until paid in full. Past due accounts beyond sixty (60) days are subject to credit hold. If either party seeks legal recourse to impose its rights hereunder, the prevailing party shall be entitled to recover a reasonable amount of its legal costs, including attorney’s fees. If, in GLCC’s opinion, the Customer’s creditworthiness deteriorates before delivery of the Products, GLCC may require full or partial payment prior to delivery, or GLCC may require the provision of security by the Customer in a form acceptable to GLCC. Notwithstanding any contrary act of the Customer, all payments made by the Customer to GLCC shall be applied first to any Products which the Customer has resold and then to Products which remain in the possession or under the control of the Customer.

4. Title and Risk. Risk of loss passes on delivery of the Products. Notwithstanding delivery and passing of risk, the Products remain the property of GLCC until the Customer pays to GLCC the agreed price for the Products (together with any accrued interest) and any other sums whatever is due from the Customer to GLCC. Until title to the Products passes to the Customer, the Customer shall hold the Products on a fiduciary basis and shall not part with possession of the Products otherwise than in the ordinary course of business, shall take proper care of the Products and take all reasonable steps to prevent

damage to or deterioration of them, shall keep the Products free from any charge, lien or other encumbrance, and shall segregate the Products in such a way as to show clearly that they belong to GLCC. From delivery until title to the Products passes to the Customer, the Customer shall insure the Products for their full value with a reputable insurer and, upon request, shall use reasonable endeavors to have GLCC interest in the Products noted on the insurance policy. Until the title to the Products passes to the Customer, the Customer shall hold the proceeds of any claim on the insurance policy in trust for GLCC and shall immediately account to GLCC with the proceeds. GLCC reserves the right to repossess and resell any of the Products for which GLCC has not been paid in full. The Customer hereby grants to GLCC a purchase money security interest in all Products sold hereunder until such time as payment is made in full for the Products. The security interest applies not only to the Products purchased, but also to the proceeds of sale of the Products. The Customer shall take all reasonable steps and cooperate with GLCC in perfecting GLCC security interest in the Products.

5. Delivery. Any delivery date given by GLCC is approximate only and, unless specifically provided in the Quote, GLCC shall not be liable to the Customer for failure to deliver on any particular date or dates. Time for delivery is not of the essence and shall not be made so by the service of any notice. Delivery shall be F.O.B. GLCC's location unless otherwise agreed by GLCC. If the Customer refuses or fails to take delivery of Products tendered in accordance with the Contract, GLCC may terminate the Contract, may dispose of the Products as it sees fit and may recover from the Customer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the due date of delivery). Unless agreed otherwise by GLCC in writing, the Products may be delivered in installments and each such installment shall be treated as a separate Contract. Unless otherwise set forth in the Quote, GLCC shall deliver the Products in full truckloads, and any partial truckloads may incur additional cost and expense to the Customer. The Customer shall pay for the actual quantity delivered.

6. Force Majeure. If GLCC is prevented, hindered or delayed from or in supplying the Products in accordance with these conditions by any event or circumstance beyond the reasonable control of GLCC (including, without limitation, acts of God, war, mobilization, civil commissions, riots, embargoes, pandemics, fires, floods, domestic or foreign governmental regulations or orders, strikes, lockouts and industrial disputes relating to GLCC workforce, or shortages of or inability to obtain shipping space or transportation), then GLCC may at its option suspend deliveries while such event or circumstance continues, apportion available stocks between its customers as it decides, and terminate any contract so affected with immediate effect by written notice to the Customer.

7. Packaging Materials. The Customer shall pay the cost of any special packaging which it may request which may be necessitated by delivery by any means other than GLCC ordinary means of delivery. GLCC is entitled to invoice the Customer for the cost of all pallets and of returnable packaging materials unless they are returned to GLCC at the Customer's expense in good condition within seven (7) days of the date of delivery.

8. Termination; Effect of Termination. In the event Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing, then, to the extent permitted by law, GLCC shall have the right, at its option, at any time thereafter, to terminate the Order and Contract and its obligations hereunder by giving Customer written notice thereof. Also, if the Customer violates, or is officially charged with a violation of any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Products, then GLCC may, at its sole discretion, terminate the Order and Contract and may refuse to make any further deliveries. In the event that any additional customs duty or tariff shall be imposed

between the date hereof and the date of arrival at the appropriate point of entry or location for Customer, GLCC shall have the right to terminate the Order and the Contract and any further deliveries thereunder, unless the Customer shall pay such additional duties or tariffs. The parties agree and acknowledge that, in consideration of the pricing established in the Quote and upon termination of the Contract for any reason and/or cancellation of future deliveries of the Products, then the Customer shall be responsible for and immediately pay to and reimburse GLCC for: (i) the entire cost and expense of GLCC inventory of finished Products on hand at the then-prevailing prices; (ii) the remaining unamortized design costs for packaging materials and packaging development expenses incurred by GLCC based on the terms of the Contract and Quote for the volume of Products expected and requested; and (iii) the entire cost and expense of GLCC inventory of packaging materials on hand at the then-prevailing pro rata share of the price of the Products applicable thereto.

9. Liability. GLCC is not liable (and shall not be liable) to the Customer for late delivery, for incorrect quantities, for defects in the Products caused by normal wear and tear, or unsuitable conditions of storage or use; nor shall GLCC be liable for any act, neglect or default of the Customer unless the Customer notifies GLCC within seventy-two (72) hours of delivery. If such notice is given, GLCC only obligation is (at its option) to make good any shortage or non-delivery, to replace or repair any Products found to be damaged or defective, or to refund to the Customer the amount paid by the Customer for the Products that are the subject of such claim. IN NO EVENT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SHALL GLCC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PRODUCTS HEREUNDER, EVEN IF GLCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT GLCC WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. GLCC AGGREGATE LIABILITY TO THE CUSTOMER, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF THE PRODUCTS AS DETERMINED BY THE NET PRICE INVOICED TO THE CUSTOMER WITH RESPECT OF ANY OCCURRENCE OR SERIES OF OCCURRENCES.

10. Warranties. GLCC warrants that the Products sold under this Contract will conform in all material respects with the specifications provided by the Customer. GLCC warrants that its Products are free from defects in material and workmanship for a period of one (1) year from date of shipment to Customer. If within that period of time, Products shall be determined defective, these Products should be replaced or repaired at GLCC's option. The Products must be handled, installed and shipped according to industry standards for metal fabrication and solid state electronic equipment. Claims under these Terms and Conditions must be made by the Customer. For clarity, electrical components of Products provided by GLCC are warranted for a period of one (1) year from date of shipment, which applies to all power strips, fan assemblies and blower units. Under no circumstances, however, will GLCC be held responsible for any amount beyond the price of the Product or any unauthorized "field" repair. Such correction or replacement of defective Products shall constitute a fulfillment of all liabilities in respect to such Products. It is the intent of the parties to fully and completely state the rights and obligations of the parties in this Contract, and GLCC has specifically set forth in this Contract the extent and nature of the warranty on the Products to be sold and there are no other warranties or representations with respect to the nature or quality of the Products. It is expressly understood that the liability of GLCC will be limited to the replacement and repair of the Products, pursuant to the procedure in Section 11 below. Any other warranty is agreed to be inconsistent with the stated warranty, and it is the intent of the parties hereto to specifically DISCLAIM THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. GLCC is not liable to the Customer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise

caused, however, arising (and whether or not caused by the negligence of GLCC, its employees or agents). GLCC is not liable for any indirect or consequential losses or expenses suffered by the Customer, however caused, and including, without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

11. Return and Repair Procedure. Products being returned for repair or replacement must have prior approval and an assigned “**RMA**” number. The RMA number must appear on all packages, which should be shipped collect to:

Great Lakes Case & Cabinet Co., Inc.
4193 Route 6N East
Edinboro, PA 16412
RMA No. _____

Products being returned due to reasons other than normal repair or replacement will be subject to a restocking charge. The restocking charge does not release the customer from the responsibility of proper packaging and return of the product in reusable condition. Products held by Customer in excess of thirty (30) days may not be returned for credit. The return must have an RMA assigned and are the responsibility of the customer to return to GLCC. Notwithstanding the foregoing, any Products that are special customized cabinets or cases that have an associated engineering drawing approved by the Customer shall not be returned to GLCC, except for modifications or repair of damages.

12. Third Party Products. Certain third-party products offered by GLCC are not covered by its warranty set forth in Section 10 above. Please contact inside sales of GLCC to obtain information about manufacturer warranties and terms (which may not be assignable).

13. Export Sales. If the Products are sold C.I.F. or F.O.B. or on the basis of other international trade terms, the meaning given to such terms shall be those in the Pennsylvania Commercial Code from time to time applied unless inconsistent with any of the provisions in these conditions.

14. Licenses and Consents. If a license or consent of any third party (including, without limitation, any governmental or other authority) is required in connection with the Customer's purchase or use of the Products, the Customer shall obtain the license or consent at its own expense and produce evidence of it to GLCC on demand. Failure to obtain any license or consent does not entitle the Customer to withhold or delay payment hereunder. Any additional expenses or charges incurred by GLCC resulting from such failure shall be paid by the Customer.

15. Confidentiality. Each of the parties hereto commits, promises and undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained as a result of the discussions leading up to or the entering into or implementation of this Contract, or which it may have learned during the term of this Contract, other than information which is already in its possession other than as a result of a breach of this clause, and in the public domain other than as a result of a breach of this clause. Each of the parties commits, promises, and undertakes to the other to take all such steps as shall be necessary from time to time to ensure compliance with the provisions of this clause by its employees, agents and subcontractors and other companies within its group of companies.

16. Assignment. The Customer may not assign or transfer, or purpose to assign or transfer, any of its rights or obligations under a Contract without GLCC prior written consent.

17. Governing Law and Jurisdiction; Arbitration. These Terms and Conditions and any Contract made under them shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, and the state and federal courts of the Commonwealth of Pennsylvania, Erie County, shall have exclusive jurisdiction. All controversies and claims arising out of or relating to this Contract, or breach thereof, shall be settled solely by arbitration held in Erie, Pennsylvania, in accordance with the rules then existing of the American Arbitration Association and any judgment upon any award thereon may be entered in any court having jurisdiction thereof. Any demand for arbitration hereunder shall be made not later than ninety (90) days after delivery of the Products.

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