

**SHAPE, LLC
TERMS AND CONDITIONS OF SALE
(APRIL 2026)**

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this Article 1 apply in the Contract.

Business Day a day other than a Saturday, Sunday or public holiday in the United States, when banks in New York, New York are open for business.

Company **SHAPE, LLC**, 2105 CORPORATE DRIVE, ADDISON, IL 60101

Conditions the terms and conditions set out in this document, as amended from time to time in accordance with Section 19.3.

Contract the contract between Company and the Customer for the sale and purchase of the Products and/or Services in accordance with these Conditions and the Order.

Customer the person or firm who purchases the Products and/or Services from Company, as detailed in the Order.

Delivery Location has the meaning given in Section 4.1.

EXW (Ex Works) has the meaning given to those rules in the Incoterms® 2020.

FCA (Free Carrier) has the meaning given to those rules in the Incoterms® 2020.

Force Majeure Event has the meaning given in Section 14.1.

Incoterms® 2020 the standardized set of international trade terms published by the International Chamber of Commerce in 2020.

Intellectual Property Rights all rights in inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered), copyright and related rights, rights in domain names, database rights, and rights in trade and service marks (both registered and unregistered), together with all applications for rights to the grant of and extensions of the same, rights to know-how and other rights in confidential information, and all other rights in intellectual and industrial property including all similar or analogous rights throughout the world, in each case for the full term of the relevant right.

Order the Customer's order for the Products, whether set out in the Customer's purchase order form, the Customer's acceptance of Company's quotation or otherwise set out in writing, as the case may be.

Products the products (or any part of them) set out in an Order.

Services the services set out in an Order, if applicable.

Specification any specification for the Products or Services, as described or expressly referred to in an Order.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to legislation or a legislative provision is a reference to it as amended, superseded or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to **writing** or **written** includes email but not fax.

2 ORDER

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer acknowledges that Company may fulfill the Order without a purchase order, and that any purchase order issued by the Customer and any purchase order number given by the Customer is for the purposes of invoice reconciliation and information only. All terms and conditions of the Customer, whether included on its purchase order, acknowledgment of quote or order or otherwise are expressly hereby excluded and the Customer agrees that, by proceeding with the Order, it does not rely on such terms and conditions for any purposes.

2.2 The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of an Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Company issues its acceptance of the Order (in writing) or performs any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Order cannot be cancelled or rescheduled without Company's prior written consent.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Company and any descriptions or illustrations contained in Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 Any quotation for the Products and/or Services given by Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue, provided that Company has not previously withdrawn it.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Company shall be subject to correction without any liability on the part of Company.

2.8 In the event of any conflict between these Conditions and the Order, the terms of the Order shall prevail with respect to the subject matter of the conflict only.

3 PRODUCTS

3.1 The Products are described in the Order and Specification.

3.2 To the extent that the Products are manufactured in accordance with any designs, specifications or instructions of the Customer, the Customer shall indemnify Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Company in connection with any claim made against Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Company's use of the Customer's designs, specification and/or instructions.

4 DELIVERY

4.1 Company shall deliver (or procure delivery of) the Products to the location set out in the Order or such other location as the parties may agree in writing ("**Delivery Location**") at any time after Company notifies the Customer that the Products are ready for despatch.

4.2 Unless Company elects otherwise, the Customer agrees that if a Delivery Location is other than in the United States then Company shall, at its absolute discretion and as detailed in the Order, provide the Products to the Delivery Location under the EXW (Ex Works) or FCA (Free Carrier) rules (in whole or part). The Customer acknowledges that the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable) are expressly incorporated into the Contract and if there is any conflict or inconsistency between the Incoterms® 2020 and these Conditions, these Conditions shall prevail.

4.3 Delivery is completed:

(a) with respect to any Products provided under the EXW (Ex Works) rules, when delivery is made by Company according to the EXW (Ex Works) rules;

- (b) with respect to any Products provided under the FCA (Free Carrier) rules, when delivery is made by Company according to the FCA (Free Carrier) rules; and
- (c) with respect to any other Products, on completion of unloading the Products at the Delivery Location by the carrier or Customer (whichever occurs earlier).
- 4.4 Each delivery will be deemed to have been accepted by the Customer upon receipt of Products at the Delivery Location. The Customer shall perform whatever inspection or tests the Customer deems necessary as promptly as possible but in any event within 10 Business Days of delivery.
- 4.5 Where Company accepts that it has supplied the wrong Products (but not otherwise), Company will issue a return number with which the Customer shall identify the relevant Products prior to returning them to Company. Company will refund all reasonable costs incurred by the Customer in returning the incorrect Products. In all other cases, returned Products shall only be accepted by Company by prior written agreement and then only if return carriage is prepaid by the Customer.
- 4.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 4.7 Company shall not be liable for any delay in delivery of, or failure to deliver, the Products that is caused by a Force Majeure Event or the Customer's failure to provide Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or if the Customer does not cooperate with Company. If Company fails to deliver the Products for any other reason, its liability shall be limited to the price paid by the Customer for the undelivered Products.
- 4.8 If the Customer fails to accept delivery of the Products, then, except where such failure or delay is caused by a Force Majeure Event:
- (a) Company shall store the Products (at the Customer's risk) until delivery takes place and charge the Customer for all related costs and expenses (including insurance); or
- (b) terminate the Contract with immediate effect and resell the Products at the best price readily obtainable and charge the Customer for any shortfall below the price under the Contract.
- 4.9 If Company delivers up to and including 5% more or less than the quantity of Products ordered, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered (given within five (5) Business Days of delivery), Company may make a pro rata adjustment to the invoice for the Products.
- 4.10 Company may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.11 Where Company arranges carriage and/or insurance of the Products for transit to the Customer, Company shall be deemed to be acting solely as agent of the Customer.
- 5 QUALITY OF PRODUCTS**
- 5.1 Company warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Products shall conform in all material respects with their description and any applicable Specification. **ALL OTHER WARRANTIES OR CONDITIONS (WHETHER EXPRESS OR IMPLIED) AS TO QUALITY, CONDITION, DESCRIPTION, COMPLIANCE WITH SAMPLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR PURPOSE (WHETHER STATUTORY OR OTHERWISE AND WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE) OTHER THAN THOSE EXPRESSLY SET OUT IN THE CONTRACT ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 5.2 Subject to Section 5.3, if:
- (a) the Customer gives notice in writing to Company during the Warranty Period within five (5) Business Days of discovery that some or all of the Products do not comply with the warranty set out in Section 5.1;
- (b) Company is given a reasonable opportunity to examine such Products; and
- (c) the Customer (if asked to do so by Company) returns such Products to Company's place of business at the Customer's cost,
- Company shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.3 Company shall not be liable for any Product's failure to comply with the warranty set out in Section 5.1 if:
- (a) the Customer makes (or permits) any further use of such Products after giving notice in accordance with Section 5.2;
- (b) the defect arises because the Customer failed to follow Company's oral or written instructions as to the storage, commissioning, assembly, installation, testing, use and maintenance of the Products or (if there are no such instructions) good trade practice regarding the same;
- (c) the defect arises as a result of Company following any design, instruction or specification supplied by the Customer;
- (d) the Customer alters or repairs such Products without the prior written consent of Company;
- (e) the defect arises as a result of fair wear and tear, willful damage, negligence, abnormal storage or working conditions;
- (f) the Products differ from their description in the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and/or
- (g) the Customer has not paid for the Products in full, by the relevant due date.
- 5.4 Except as provided in this Article 5, Company shall have no liability to the Customer in respect of any Product's failure to comply with the warranty set out in Section 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Products supplied by Company.
- 5.6 Where the Products are not manufactured by Company, the warranty period and its terms shall be limited to such warranty as Company receives from the manufacturer(s) of the Products and Company shall use reasonable efforts to transfer to the Customer the benefit of any warranty or guarantee given to Company.
- 5.7 The Products are sold on the basis that the Customer has satisfied itself as to the suitability of the Products for use or resale by the Customer in accordance with the Customer's specialized knowledge and skill. In particular, Company expressly disclaims all warranties that use of the Products or any part thereof will result in any economic advantage, increase in profits or reduction in costs for the Customer.
- 5.8 Company reserves the right to make any changes in the Specification that are required to conform with any applicable statutory or regulatory requirements or, where the Products are to be supplied to Company's specification, that do not materially affect their quality or performance.
- 6 TITLE AND RISK**
- 6.1 The risk of loss of the Products shall pass to the Customer on dispatch from Company's (or its agent's) premises. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Company a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Code.
- 6.2 Title to the Products shall not pass to the Customer until the earlier of:
- (a) Company receives payment in full (in cash or cleared funds) for the Products and any other goods that Company has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in Section 6.4.
- 6.3 Until title to the Products has passed to the Customer, the Customer shall:
- (a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Company's property;
- (b) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (including those Products delivered under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable));
- (c) notify Company immediately if it becomes subject to any of the events listed in Sections 13.2(c) to 13.2(e) (inclusive); and

- (d) give Company such information as Company may reasonably require from time to time relating to the Products.
- 6.4 Subject to Section 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Company receives payment for the Products. However, if the Customer resells the Products before that time:
- (a) it does so as principal and not as Company's agent;
 - (b) title to the Products shall pass from Company to the Customer immediately before the time at which resale by the Customer occurs; and
 - (c) the entire proceeds of sale or any insurance proceeds payable in respect of the Products shall be held in trust for Company.
- 6.5 At any time before title to the Products passes to the Customer, Company may:
- (a) by notice in writing, terminate the Customer's right under Section 6.4 to resell the Products or use them in the ordinary course of its business; and/or
 - (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them. In the event that the Products are in the possession of a third party, the Customer shall use its best efforts to procure the consent and cooperation of such third party to facilitate repossession of the Products by Company.

7 SERVICES

- 7.1 The Services are described in the Order and Specification.
- 7.2 Company shall provide the Services with reasonable skill, care and diligence.
- 7.3 The Customer shall cooperate with Company in all matters relating to the Services and shall provide Company with such information and materials (and access to any facilities or premises) as may be necessary for Company to supply the Services. Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this Section 7.3.

8 PRICE AND PAYMENT

- 8.1 The price of the Products and Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Company's published price list in force as at the date of delivery.
- 8.2 Company may, at any time, increase the price of the Products and/or Services to reflect any increase in costs that is due to:
- (a) any factor beyond Company's reasonable control (including foreign exchange fluctuations, currency regulations, increases in or impositions of taxes and duties, and increases in labor, materials, freight, shipping or other manufacturing-related costs);
 - (b) any request by the Customer to change the delivery date(s), quantities and/or types of Products or Services ordered, and/or the Specification; and/or
 - (c) any delay caused by instructions of the Customer and/or failure of the Customer to give Company adequate or accurate information or instructions.
- 8.3 The prices:
- (a) exclude amounts in respect of any sales tax, duty or import or export duty, broker's fees and clearance fees, which may be chargeable and which the Customer shall additionally be liable to pay to Company at the prevailing rate; and
 - (b) save as otherwise provided for under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable), exclude the costs and charges of carriage, packaging, insurance, storage, handling and transport of the Products, which (save as expressly stated in the Order) shall be invoiced to, and payable by, the Customer.
- 8.4 Save as expressly stated in the Order, Company may invoice the Customer for:
- (a) the Products, on or at any time after dispatch of the Products; and
 - (b) the Services, monthly in advance.
- 8.5 The Customer shall pay each invoice submitted by Company:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Company,
- and time for payment shall be of the essence of the Contract.

- 8.6 If the Customer fails to make a payment due to Company under the Contract by the due date, then, without limiting Company's remedies under Article 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Section 8.6 will accrue each day at 4% per year above the United States Federal Reserve's base rate from time to time, but at 4% per year for any period when that base rate is below 0%.
- 8.7 All amounts due under the Contract shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deductions or withholdings are required by law to be made from any of the sums payable under the Contract, the Customer shall pay to Company any sum as will, after the deduction or withholding is made, leave Company with the same amount as it would have been entitled to receive without that deduction or withholding.
- 8.8 All costs and expenses reasonably incurred by Company in recovering monies due to it will be charged to and be payable by the Customer.

9 INTELLECTUAL PROPERTY

- 9.1 All Intellectual Property Rights in and to the Products and the Services (including all deliverables and outputs thereof), together with all associated packaging, trade dress, branding and trademarks, and any modifications or developments to any of the foregoing, shall be owned by Company (or its licensors) at all times.
- 9.2 Nothing in the Contract shall be construed as conferring any license or granting any rights in favor of the Customer in relation to such Intellectual Property Rights.
- 9.3 The Customer shall not, at any time:
- (a) remove, deface or obscure any identifying mark or packaging on or relating to the Products; or
 - (b) reverse engineer the Products.

10 ADVICE

- 10.1 Any advice or recommendation given by Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products that is not confirmed in writing by Company is followed or acted upon entirely at the Customer's own risk, and accordingly Company shall not be liable for any such advice or recommendation that is not so confirmed.
- 10.2 Without prejudice to the foregoing, Company's employees or agents are not authorized to make any representations regarding any Products or Services unless confirmed by Company in writing and signed by an officer of Company. The Customer acknowledges that it does not rely on any such representations that are not so confirmed.

11 LIMITATION OF LIABILITY

- 11.1 The restrictions on liability in this Article 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, statutory duty, strict liability, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited under applicable law.
- 11.3 Subject to Section 11.2, the following types of loss are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill (in each case, whether direct or indirect); and
 - (g) any indirect or consequential loss.
- 11.4 Subject to Sections 11.2 and 11.3, Company's total liability to the Customer shall not exceed 100% of the price paid or payable by the Customer to Company for the Product or Service to which the claim (or series of connected claims) relates.

12 CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time during the Contract, and thereafter, disclose to any person any confidential information received in connection with the Contract concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Section 12.2.
- 12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Article 12; and
- (b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13 SUSPENSION AND TERMINATION**
- 13.1 Without limiting its other rights and remedies, Company may suspend provision of the Products under the Contract or any other contract between the Customer and Company if the Customer becomes subject to any of the events listed in Sections 13.2(c) to 13.2(e) (inclusive), or Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.2 Without limiting its other rights or remedies, Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits any other material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so;
- (c) the Customer takes any step or action relating to its bankruptcy, receivership, reorganization or assignment for the benefit of creditors or if it becomes insolvent or enters bankruptcy proceedings or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.3 On termination of the Contract for any reason the Customer shall immediately pay to Company all of Company's outstanding unpaid invoices and interest and, in respect of Products and/or Services supplied but for which no invoice has been submitted, Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiration, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiration.
- 13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect, including Articles and Sections 1, 3.2, 5.3, 5.4, 5.7, 6, 8, 9, 10, 11, 12, 13.3, 13.4, 13.5, 15, 16, 17, 18, 19.2, 19.4, 19.5, 19.7 and 19.8.
- 14 FORCE MAJEURE**
- 14.1 "Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control, including acts of God, such as floods, droughts, earthquakes or other natural disasters; an epidemic or pandemic (including any continuation of COVID-19); a terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war or armed conflict; nuclear, chemical or biological contamination; a sonic boom; a building collapse, fire, explosion or accident; any labor or trade dispute, strike, industrial action or lockout; non-performance by or supply constraints of suppliers or subcontractors (including lack or shortage of, or increases in prices of, raw materials or other supplies); and/or any interruption or failure of utility services.
- 14.2 Neither party shall be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In such circumstances, the affected party will promptly notify the other party in writing of the Force Majeure Event. Time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 14.3 If, as a result of a Force Majeure Event, delivery of the Products is delayed for more than 90 consecutive days:
- (a) Company may cancel the Contract on written notice to the Customer, and shall not be liable for any loss or damage as a result of such cancellation or rescission; or
- (b) the Customer may cancel the Contract without liability to Company, save that where the Products have been specially obtained for the Customer and in Company's reasonable opinion there is no readily available market for them, the Customer may not cancel the Contract and shall remain liable to pay Company for the full purchase price for the Products.
- 15 EXPORT CONTROL AND USE OF PRODUCTS**
- 15.1 The Customer confirms that it will be the recipient of Products to be delivered by Company. The Customer agrees that the Products and Services will not be used for purposes associated with any chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be resold if it is known or suspected that they are intended to be used for such purposes. The sale, resale or other disposition of certain Products and related technologies or documentation may be subject to the export control laws, regulations and orders of the United States of America and may also be subject to the export and/or import control laws and regulations of other countries. The Customer agrees to comply with all such laws, regulations and orders and agrees that it shall not directly or indirectly sell, resell, export, re-export, or otherwise dispose of or deal with, any Products to any country, destination or person to which the same is restricted or prohibited. The Customer acknowledges its responsibility to obtain any required license for the acquisition, carriage, use, export, re-export or import of the Products. Failure to obtain such license(s) shall not entitle the Customer to withhold or delay payment of the price for the Products. Any additional expenses or charges incurred by Company resulting from such failure shall be for the Customer's account.
- 15.2 The Customer agrees that Products sold by Company are not designed for use in life support, life-sustaining or nuclear applications, or other applications or products for which a product failure may result in personal injury, death or catastrophic property damage. If the Customer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions or product use, or misuses the Products in any manner, the Customer agrees that it does so completely at its own risk and shall indemnify Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Company resulting from such sale, use and/or misuse.
- 15.3 The Customer shall provide to Company in a timely manner, end user, end use, and other documentation, certifications and information as may be requested by Company at any time.
- 15.4 The Customer shall maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Customer pursuant to this Agreement. Upon request from Company, the Customer shall furnish Company with copies of all documents relating to the sale or export of the Products.
- 16 ANTI-BRIBERY**
- 16.1 None of Customer, its subsidiaries, or any director, officer, employee, agent or representative of Customer or any of its subsidiaries, or any person acting on behalf of any of the aforementioned, has offered, authorized, made, paid or received, or will in the future offer, authorize, make, pay or receive, directly or indirectly, any bribes, kickbacks or other similar payments or offers or transfers of value in connection with obtaining or retaining business or to secure an improper advantage to or from any person; nor have any of them, directly or indirectly, committed any violation of any applicable anti-corruption law or regulation, including the U.S. Foreign Corrupt Practices Act, 15 U.S.C. 78dd et seq., and any other applicable laws or regulations related to anti-corruption.
- 16.2 Customer represents and warrants that it does not have any interest which directly or indirectly conflicts with proper and ethical performance of the Contract. Customer shall promptly terminate its relationship with any third-party supplier of goods or services in

- connection with the Contract upon becoming aware of a violation of anti-corruption laws by the third party.
- 16.3 Customer shall promptly notify Company upon learning or having reason to know of (a) any potential violation of applicable anti-corruption laws by any director, officer, employee, agent or representative of Customer in connection with this Agreement; or (b) any investigation by, or any inquiry, request or subpoena received from, any governmental authority regarding the same.
- 17 **ETHICAL STANDARDS AND HUMAN RIGHTS**
- 17.1 Customer represents and warrants that, to the extent applicable, (a) it complies with applicable U.S. laws, including, but not limited to, the Uyghur Forced Labor Prevention Act; and (b) it is prepared to provide the documentation necessary to substantiate that compliance upon request by Company or by U.S. Customs and Border Protection. Customer further acknowledges and agrees that Company is relying on Customer's representation and warranty in deciding to sell Products to Customer.
- 17.2 Customer represents and warrants that, to the best of its knowledge, in connection with the Contract or its use of the Products, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Customer shall be respectful of its employees' right to freedom of association and shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under the Contract and its use of the Products.
- 17.3 Customer shall implement and maintain standardized language in its contracts with third-party suppliers of goods and services requiring compliance with human rights and anti-forced labor laws. Customer shall promptly terminate its relationship with any third-party supplier of goods or services in connection with this Contract or its use of the Products upon becoming aware of a violation of human rights or anti-forced labor laws by the third party.
- 17.4 Customer shall promptly notify Company upon learning or having reason to know of (a) any potential violation of applicable human rights or anti-forced labor laws by any director, officer, employee, agent or representative of Customer in connection with the Contract or their use of the Products; or (b) any investigation by, or any inquiry, request or subpoena received from, any governmental authority regarding the same.
- 18 **HEALTH AND SAFETY AT WORK**
- 18.1 The Customer shall be solely responsible for and shall indemnify Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Company arising directly or indirectly from use of the Products other than in accordance with the uses to which a competent engineer would put products of that description and specification or which may be contained in literature supplied by Company.
- 18.2 It is a condition of the Contract that all information supplied by Company about the use for which the Products are designed and have been tested, about the results of any relevant tests and about conditions necessary to ensure that Products will be safe and without risk to health when properly used, are publicized or displayed by the Customer to those persons who will use the Products. Customer shall, in connection with the Contract and its use of the Products, comply with applicable laws and regulations regarding workplace conditions and safety (including the Occupational Safety and Health Act and any similar state law or plans) and environmental, safety, and health laws and regulations.
- 19 **GENERAL**
- 19.1 **Assignment and other dealings.**
- (a) Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Company.
- 19.2 **Entire agreement.**
- (a) Each Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No oral agreements or representations and no course of dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict or vary in any way any provision contained herein.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 19.3 **Modifications.** No modification of the Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 19.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of that Contract. If any provision of the Contract is deemed deleted under this Section 19.5, the parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.6 **Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by prepaid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to sales@shapellc.com for Company; and the email address(es) specified in the Order for the Customer.
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by prepaid first-class post or other next working day delivery service, at 9:00 a.m. on the second Business Day after posting; or
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Section (iii), "business hours" means 9:00 a.m. to 5:00 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.7 **Third-party rights.** Unless it expressly states otherwise, the Contract does not give rise to any third party beneficiary rights in favor of any other person to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 19.8 **Governing law and jurisdiction.** Any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Each party irrevocably (a) agrees to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or, if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) in respect of any litigation (including noncontractual disputes or claims) arising out of or relating to the Contract or its subject matter or formation; and (b) waives, and agrees not to assert in any way

in any such litigation, the claim that it is not subject to the jurisdiction of such courts in any such litigation, that such litigation may not be brought in or is not maintainable in such courts, that the Contract may not be enforced in or by such courts, that its property is exempt or immune from execution in connection with such

litigation, that such litigation is brought in an inconvenient forum, that the venue of such litigation is improper, or that such litigation should be dismissed or stayed by virtue of any other litigation.