

STANDARD PROJECT TERMS & CONDITIONS OF SALE

Revision Dated as of 4/7/2026

These Standard Project Terms & Conditions of Sale (“**Terms & Conditions**”) apply to all sales issued by **Excel Fluid Group LLC** (“**EFG**” or “**Seller**”) for the supply of goods and related deliverables (collectively, “**Products**”).

Applicability: These Terms & Conditions apply to all sales of goods and related deliverables by Seller, whether project-based or non-project-based, including without limitation aftermarket sales, replacement equipment, spare parts, emergency orders, catalog items, standalone transactions, engineering deliverables, etc. unless Seller expressly agrees otherwise in a writing. Buyer agrees that these Terms & Conditions govern each and every order placed with Seller, regardless of whether a separate project designation is identified.

1. DEFINITIONS & INTERPRETATION

- (i) **Buyer** means the party purchasing Products from EFG pursuant to an accepted quotation.
- (ii) **Products** means the drawings, engineering deliverables, fabrication, equipment, materials, software/firmware, services, and related items supplied by EFG.
- (iii) **Submittals** means EFG’s submittal package(s) for the Products, as applicable.
- (iv) **Contract** means, collectively, EFG’s quotation/proposal, these Terms & Conditions, and EFG’s final approved Submittals, as applicable. These Terms & Conditions may be revised by EFG ; however, the version in effect as of the date of purchase shall govern the order. If an adjustment to these terms takes place that EFG deems important to the buyer, EFG will notify the buyer and upon notification will be deemed as accepted.
- (v) **Project** means the project, job, or application identified in EFG’s quotation/proposal and/or Submittals.
- (vi) **Owner** means the end owner of the Project if Buyer is not the Owner.
- (vii) **Engineer** means the engineer of record for the Project.
- (viii) **Contractor** includes the general contractor, construction manager, and all subcontractors of any tier.
- (ix) **Services** means only those services (if any) expressly listed in EFG’s quotation (e.g., startup/training when expressly included).
- (x) **Time is of the essence** for Buyer’s obligations, including Submittals review/approval, provision of information, access, and payment.

2. ORDER OF PRECEDENCE

2.1 Entire Agreement and Precedence. These Terms & Conditions govern and take precedence over all other documents. In the event of conflict, the order of precedence shall be: (a) these Terms & Conditions; (b) EFG's final approved Submittals (if applicable); and (c) EFG's written proposal or quotation.

2.2 Buyer Documents Not Incorporated. Buyer's purchase orders, specifications, plans, general conditions, prime contract documents, or other documents are incorporated solely for identification purposes and shall not modify or supplement the Contract unless expressly accepted in a writing signed by EFG..

2.3 Conditioned Acceptance / Battle of Forms. EFG's quotation, acceptance, and performance (including shipment) are expressly conditioned upon Buyer's assent to these Terms & Conditions. Any additional or different terms proposed by Buyer are rejected unless expressly accepted in a writing signed by EFG. Any conflicting Buyer terms are expressly rejected.

2.4 No Flow-Downs / No Upstream Obligations. EFG is not a party to, and shall not be bound by, any prime contract, general contract, owner agreement, or upstream contract documents (including any "flow-down," "pass-through," or incorporated general conditions) unless EFG expressly agrees in a writing signed by EFG that specifically identifies the upstream obligation being assumed. Buyer remains solely responsible for all upstream obligations and coordination with Owner/Engineer/Contractor and others.

2.5 No Course of Dealing Modification. These Terms & Conditions shall not be modified by course of dealing, course of performance, trade usage, or custom. Only a written amendment signed by EFG is effective.

2.6 Waiver. No waiver, modification, or amendment shall be effective unless in a writing signed by EFG. EFG's failure to enforce any provision is not a waiver of future enforcement.

2.7 No Reliance / No Oral Modifications. Buyer acknowledges it is not relying on any statement, representation, estimate, projection, sample, or description not expressly set forth in the Contract. No statement by any EFG employee or agent modifies the Contract unless in a written amendment signed by EFG.

3. ACCEPTANCE; SCOPE OF SUPPLY; RELIANCE; SUBMITTALS

3.1 Scope Defined by Approved Submittals. EFG shall supply Products in accordance with EFG's final approved Submittals, or where no Submittals are required, EFG's written quotation, in all cases subject to these Terms & Conditions. The approved Submittals define the complete commercial and technical scope of EFG's responsibility for the Project.

3.2 No Construction / Installation by Default. EFG acts solely as a material and equipment supplier unless expressly stated otherwise in writing. EFG does not perform construction, installation, field supervision, or means-and-methods activities. EFG's performance of startup is not qualified as any of the above services.

3.3 Acceptance. Acceptance of EFG's quotation, issuance of a purchase order, receipt of submittals, payment of any deposit, written release for production, or shipment of Products constitutes Buyer's acceptance of the Contract.

3.4 Reliance on Information. EFG is entitled to rely on information, data, drawings, criteria, quantities, and site conditions provided by Buyer/Owner/Engineer/Contractor/others. EFG shall not be responsible for errors or omissions therein or conflict created by supplied specifications, drawings, or other documents.

3.5 Submittal Review Responsibility. Buyer/Owner/Engineer/Contractor are solely responsible for reviewing Submittals for dimensions, interfaces, clearances, electrical and controls requirements, compatibility, access, code coordination, and suitability for the Project. Approval constitutes confirmation of coordination with all other trades and equipment. Engineer stamps indicating "Reviewed" or other similar terms lacking the affirmative are explicitly considered the Buyer's responsibility.

3.6 System Design / Integration Disclaimer. Buyer, and/or its contractors/design professionals, is solely responsible for overall system design, engineering, integration, and coordination of the Products with equipment, controls, electrical systems, SCADA/PLC/HMI, piping, civil work, communications networks, or other components not supplied by EFG. EFG has no duty to review, verify, or detect errors in third-party plans/specifications/takeoffs/site conditions beyond the express scope of the final approved Submittals. Suggestions/comments/meeting attendance by EFG do not shift responsibility from Buyer or the design professional of record.

3.7 No Professional Services by Default. Any engineering/design/drafting provided by EFG (if any) is solely to support EFG's supply of Products and does not constitute professional engineering services for the overall Project unless expressly stated in writing and priced as such. Any drawings, layouts, calculations, diagrams, or technical information provided by Seller are furnished solely to support fabrication and supply of the Products and are not sealed, not construction documents, and not intended for reliance as professional engineering or design documents. Buyer remains solely responsible for engaging licensed design professionals where required.

3.8 Third-Party Reliance Prohibited. Buyer shall not permit any third party (including Owner, Engineer, Contractor, or end user) to rely on EFG's proposal, Submittals, or communications for purposes beyond the Project, and Buyer shall be responsible for any such third-party reliance and resulting claims.

3.9 Commencement of Performance. In addition to the acceptance methods stated herein, Seller's commencement of engineering, procurement, manufacturing, fabrication, or other preparatory work at Buyer's request or direction shall constitute Buyer's acceptance of the Contract in its entirety.

3.10 Submittal Approval Limited to Scope. Approval of Submittals by Buyer, Owner, Engineer, Contractor, or any third party confirms only commercial and dimensional scope and shall not be construed as approval of code compliance, system design, safety, means and methods, constructability, or coordination with other trades or equipment. Seller shall have no responsibility for such matters unless expressly assumed in a writing signed by Seller.

4. PRICING; ESCALATION; CHANGES; VALIDITY

4.1 Pricing Basis. All pricing is based on material, labor, freight, and supplier costs at the time of quotation. Changes in timing, market conditions, or scopes that alter those inputs are not included. Buyer has the duty to ensure the scope of supply provided by EFG is acceptable and accurate to their needs.

4.2 Submittals Approval Delays. If Submittals approval exceeds ninety (90) calendar days after EFG's initial Submittals, EFG may, upon written notice, adjust pricing prospectively to account for supply-chain and cost changes.

4.3 Project/Jobsite Delays After Approval. If the Project is delayed by Buyer for any reason after Submittals approval, EFG may assess project-specific stop-work, resequencing, storage, handling, or remobilization fees due to production interruption, rescheduling, and administrative coordination.

4.4 Changes / Change Orders. Any change in scope, specifications, quantities, configuration, materials, performance requirements, codes/standards, compliance obligations (including AIS/BABA), delivery requirements, startup/training requirements, or schedule is effective only pursuant to a written change order issued by EFG ("**Change Order**"). EFG has no obligation to proceed with changed/additional work absent a fully executed Change Order. Any Change Order shall equitably adjust price, lead time, and affected terms. Buyer-directed changes, rework caused by revised Submittals, and repeated review cycles constitute changes in scope.

4.5 Quote Validity / Withdrawal. Unless otherwise stated, EFG quotations are valid for thirty (30) days and may be withdrawn or revised at any time prior to acceptance.

4.6 Tariffs / Surcharges/ Market Conditions. New or increased tariffs, duties, embargoes, raw material surcharges, freight surcharges, or regulatory fees arising after the quotation date constitute a change in scope and shall be equitably adjusted. In addition to other price adjustment rights, Seller may equitably adjust pricing, schedule, or both if extraordinary market conditions arise after quotation, including without limitation material price volatility, supplier force allocation, energy or fuel surcharges, transportation disruptions, or shortages beyond Seller's reasonable control. Buyer agrees such adjustments do not constitute breach or repudiation. EFG will make best efforts to avoid such pricing changes where possible, including providing alternate products or services for consideration; however, Buyer will ultimately be responsible for costs/approvals of alternates.

4.7 Material Substitutions. If necessary due to availability/obsolescence/supply chain disruption, EFG may substitute comparable materials/components that do not materially reduce the performance requirements expressly identified in the final approved Submittals. Where feasible, EFG will provide notice of material substitutions.

5. DELIVERY; SHIPPING; RISK OF LOSS; ACCESS; STORAGE

5.1 Shipping Terms. All shipments shall be FOB Origin, freight prepaid by EFG and added to the invoice, unless otherwise expressly agreed in writing by EFG. Partial shipments are permitted, must be accepted by Buyer where Excel and Buyer mutually deem necessary. Partial shipments will be itemized on a detailed bill of materials and corresponding invoice.

5.2 Lead Times / No Guaranteed Delivery Dates. Lead times are estimates only and are calculated based on EFG's standard manufacturing schedules, supplier lead times, material availability, and production capacity, commencing no earlier than EFG's receipt of complete and final approved Submittals, written release for production, and any required deposit or financial security. Lead times exclude delays caused by Submittals review cycles, revisions, engineering changes, Buyer-directed modifications, regulatory approvals, supply chain disruptions, labor shortages, transportation delays, force majeure events, or other causes beyond EFG's reasonable control. EFG does not guarantee delivery dates unless expressly agreed in writing by EFG. In the event of delay, EFG will make best efforts to inform Buyer as soon as possible.

5.3 Risk of Loss. Risk of loss or damage transfers to Buyer upon delivery of the Products to the carrier at EFG's shipping point, notwithstanding freight prepayment or partial shipment. Buyer is responsible for filing/pursuing carrier claims for loss/damage after risk transfers. Freight prepayment by Seller is for administrative convenience only and does not alter FOB Origin terms or transfer of risk of loss, which shall occur as expressly stated herein.

5.4 Unloading / Access / Detention. Buyer is solely responsible for jobsite access, unloading, rigging, craning, and safe receiving. Any detention, redelivery, special handling, liftgate, appointment fees, restricted access charges, or similar carrier charges are Buyer's responsibility.

5.5 Storage After Delivery. Buyer is responsible for secure, weather-protected storage after delivery. Damage from improper storage, exposure, or mishandling after risk transfers is not EFG's responsibility.

5.6 Stored Materials. Buyer agrees to accept invoicing for Products designated as stored materials. Payment is due based on invoice date, not physical delivery. Upon invoicing, title to and risk of loss for stored materials transfers to Buyer, notwithstanding that such materials may remain in EFG's possession/control. Buyer shall maintain insurance covering stored materials at replacement cost and naming EFG as loss payee where commercially available and requested by EFG. Storage beyond thirty (30) days after invoicing may be subject to a monthly storage fee up to five percent (5%) of the invoiced value.

6. INSPECTION; DAMAGE; RETURNS; REMEDIES

6.1 Inspection / Notice of Damage. Buyer shall inspect all shipments immediately upon receipt and shall report any visible or concealed damage, loss, or shortage in writing within seventy-two (72) hours of delivery. Failure to provide timely notice constitutes acceptance of the Products as delivered. Products not rejected in accordance with this Section are deemed finally accepted and non-returnable, except as expressly provided under the Limited Equipment Warranty. Buyer's failure to inspect, provide timely notice, or preserve evidence as required herein constitutes a complete waiver of all claims and remedies, whether sounding in contract, warranty, tort, indemnity, or otherwise, to the maximum extent permitted by law.

6.2 Preservation of Evidence. Buyer must retain all packaging and preserve Products for inspection in the event of a claim. Failure to preserve evidence may void the claim.

6.3 RMA Required. No Products may be returned without EFG's prior written authorization in the form of a Return Material Authorization ("RMA"). Approved returns are subject to inspection and applicable restocking/refurbishment/handling fees. Unauthorized returns may be rejected or returned to Buyer at Buyer's expense.

6.4 Exclusive Remedy / Order of Remedy. If a nonconformity, damage, or defect attributable to EFG is confirmed, the exclusive remedy and order of precedence shall be: (i) repair or rework at EFG's discretion; (ii) replacement of the affected Product/component; and only if repair/rework/replacement is not commercially reasonable as determined by EFG, (iii) return of the affected Product for credit or refund of the purchase price applicable to the nonconforming portion. Removal/reinstallation, field labor, travel time, downtime, freight, crane/rigging, and consequential costs are excluded unless otherwise agreed in a writing signed by EFG.

7. PAYMENT; CREDIT; SECURITY; COLLECTION; NO SETOFF

7.1 Credit Approval. Credit limits are subject to approval by EFG's Accounts Department. If credit approval is not granted, full payment shall be required prior to delivery or upon order acceptance, as determined by EFG.

7.2 Schedule of Values / Milestone Payments. All orders over \$40,000, Unless otherwise expressly agreed in writing by EFG, shall be subject to the Milestone payment schedule defined as follows:

(a) **50%** due upon issuance of final approved Submittals or written release for production, whichever occurs first

(b) **40%** due upon EFG's notification of readiness to ship

(c) **10%** due upon the earliest of:

(i) completion of startup/training if applicable.

(ii) ninety (90) calendar days from date of shipment.

7.3 Invoice Due Date / No Retainage. Unless otherwise stated, invoices are due Net Thirty (30) days from invoice date, subject to approved credit terms. Buyer shall not withhold retainage from any amounts due.

7.4 No Pay-When-Paid / Absolute Obligation. Buyer's payment obligations are absolute and unconditional and are not contingent upon Buyer's receipt of payment from Owner/Contractor/any third party.

7.5 Delays Not Excusing Payment. Delays caused by Buyer/Owner/Engineer/Contractor/third parties (including site readiness, scheduling, Submittals review, permitting) do not extend, defer, or modify EFG's right to invoice/receive payment under this Section.

7.6 Orders Exceeding \$100,000. For orders exceeding \$100,000, Buyer shall provide applicable bonding information prior to commencement of work, if requested by EFG.

7.7 Nonpayment / Interest / Collection Costs. EFG may, upon Buyer's failure to timely pay any amount when due, suspend or discontinue production, shipment, start-up, or performance, in whole or in part, without liability and without waiver of any rights or remedies. All past-due amounts shall accrue interest at the lesser of two percent (2%) per month or the maximum rate permitted by applicable law, from the due date until paid in full. Buyer shall be responsible for all reasonable costs incurred by EFG in collecting past-due amounts, including attorneys' fees, court costs, and expenses. Nonpayment may also result, at EFG's discretion, in pricing adjustments on future orders, revised payment terms, shipment holds, quotation rescindment, pursuit of any available bond or security, and/or initiation of legal proceedings.

7.8 Adequate Assurances / Suspension. EFG may suspend performance without liability if Buyer fails to pay, fails to provide approvals/information/access, causes extended delays, or if EFG reasonably believes Buyer's ability to perform is impaired. EFG may require adequate assurances (advance payment, security, revised milestones, bonding info, etc.) as a condition to resuming.

7.9 No Setoff / Withholding. Buyer shall not set off, deduct, backcharge, or withhold any amounts due to EFG.

7.10 Application of Payments. EFG may apply payments in any order it determines, including to oldest invoices, interest, fees, storage charges, or collection costs.

7.11 Repossession / Reclamation. To the extent permitted by law, EFG may reclaim or repossess Products for nonpayment, and Buyer shall cooperate and provide access.

7.12 Preservation of Statutory Remedies. Seller expressly retains all statutory mechanic's lien, bond, stop-notice, trust fund, and similar rights and remedies available under applicable law. Nothing in the Contract shall be deemed a waiver of such rights. Buyer shall, upon request, provide payment bond information and any notices required to preserve Seller's rights. Failure to provide bond information is expressly considered breach.

8. TAXES; WITHHOLDING; EXEMPTION DOCUMENTS

8.1 Taxes Extra. Unless expressly stated otherwise, all prices exclude all present/future taxes, duties, tariffs, fees, excises, assessments, or governmental charges relating to manufacture/sale/transport/delivery/storage/supply of Products, which are Buyer's responsibility and may be added to EFG's invoice.

8.2 Exemption Certificates. If Buyer claims exemption, Buyer shall furnish valid exemption documentation prior to invoicing. EFG has no obligation to apply exemptions unless/until documentation is received and accepted as valid.

8.3 Withholding Taxes / Gross-Up. If Buyer is required by law to withhold any tax, Buyer shall gross-up payments so EFG receives the full invoiced amount unless prohibited by law.

9. AIS / BUY AMERICA / BABA

9.1 If AIS/BABA (or similar domestic preference requirements) apply, they apply only to the extent expressly identified in EFG's quotation or final approved Submittals accepted by EFG. EFG does not assume responsibility for AIS/BABA compliance unless expressly stated in writing by EFG, and any change in laws/guidance/enforcement after quotation/order acceptance constitutes a change in scope with equitable adjustment. Buyer bears sole responsibility for verifying and certifying that all seller-furnished materials comply with applicable AIS/BABA requirements as submitted, and EFG's review, engineering approval, or incorporation of such materials shall not be construed as an assumption of compliance responsibility.

10. FIELD STARTUP & TRAINING (IF INCLUDED)

10.1 Startup services are contingent upon Buyer's account being in good standing. Startup/training are limited to one (1) day unless otherwise agreed in writing and must occur within three hundred sixty-five (365) calendar days of readiness to ship, with delayed startup subject to additional fees. If startup is not applicable, remaining balances shall be invoiced at shipment. Startup/training does not constitute acceptance of site conditions, system design by others, or integration of Products with other equipment/controls not supplied by EFG.

10.2 **No site acceptance.** EFG presence does not constitute acceptance of jobsite safety/site conditions/system design/code compliance/work of others.

10.3 Additional site visits/calls are billable at EFG's then-current service rates/policies/schedule availability.

11. WARRANTY; DISCLAIMER OF IMPLIED WARRANTIES; TITLE / INFRINGEMENT

11.1 Limited Equipment Warranty Only. Unless otherwise agreed in writing, EFG's sole and exclusive warranty is set forth in EFG's written **Limited Equipment Warranty**, attached as **Exhibit A** and incorporated by reference. If there is any conflict, Exhibit A controls. No oral statements modify Exhibit A. All product warranties that extend beyond EFG's or offer additional coverage shall supersede EFG's Limited Equipment Warranty. These warranties shall be provided to the buyer upon request where applicable.

11.2 DISCLAIMER (CONSPICUOUS). EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED EQUIPMENT WARRANTY, EFG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW AND TO THE EXTENT NOT INCONSISTENT WITH EXHIBIT A, THE PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS."

11.3 Title / Infringement Limitations. To the maximum extent permitted by law, EFG disclaims and excludes any implied warranty against infringement and any other title-related implied warranties except to the extent expressly provided in Exhibit A or in a writing signed by EFG. Buyer is solely responsible for the selection, integration, and use of Products in Buyer's application and for ensuring that Buyer's overall system design does not infringe third-party rights.

12. LIMITATION OF LIABILITY; DAMAGES; CLAIM DEADLINES; LIMITATIONS PERIOD

12.1 No Liquidated Damages / No Backcharges Accepted. EFG does not accept liquidated damages, penalties, backcharges, setoffs, withholding, or similar remedies unless EFG expressly agrees in a writing signed by EFG that specifically identifies the obligation being assumed.

12.2 Consequential Damages Exclusion (Independent). IN NO EVENT SHALL EFG BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR DAMAGES ARISING FROM PROJECT DELAYS, REGARDLESS OF THEORY AND EVEN IF ADVISED OF THE POSSIBILITY. THE PARTIES AGREE THIS EXCLUSION IS AN INDEPENDENT AND ESSENTIAL ALLOCATION OF RISK THAT SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12.3 Liability Cap. EFG's total and aggregate liability for any and all claims arising out of or related to the Contract or Products shall not exceed the portion of the Contract price attributable to the Products giving rise to the claim. If the Contract does not include individual line-item pricing for the Products giving rise to a claim, the portion of the Contract price attributable to such Products shall be determined by EFG in good-faith based on its standard pricing methodology, internal cost allocations, and margin structure, and such determination shall be binding absent manifest error.

12.4 No Delay Damages. EFG shall not be liable for delay damages, loss of productivity, acceleration, inefficiency, standby, disruption, or impact costs, regardless of theory.

12.5 Contractual Reduction of Limitations Period (UCC §2-725). To the maximum extent permitted by law, the parties agree that **any action** by Buyer arising out of or related to the Contract or Products (including breach of contract and breach of warranty claims) must be commenced within **one (1) year** after the cause of action accrues. The parties intend this provision as a contractual reduction of the statute of limitations as permitted under UCC §2-725.

12.6 Strict Notice of Claims (Condition Precedent). As a condition precedent to any claim, Buyer must provide written notice describing the claim in reasonable detail within thirty (30) days after Buyer knew or should have known of the event giving rise to the claim (or such longer period as may be required by applicable law, if any). Failure to provide timely notice is a waiver to the maximum extent permitted by law.

12.7 Cyber / Software Allocation. Without limiting the foregoing, EFG shall have no liability for malware, ransomware, intrusion, data loss, or network compromise arising from Buyer's networks, third-party systems, remote connectivity, or Buyer's failure to implement reasonable cybersecurity controls, except to the extent expressly assumed by EFG in a writing signed by EFG.

13. INDEMNITY; INSURANCE

13.1 Buyer Indemnity. Buyer shall indemnify, defend, and hold harmless EFG and its members, managers, officers, employees, and agents from and against claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Buyer's (or its contractors') installation, use, handling, storage, operation, or modification of the Products, except to the extent caused by EFG's proven negligence, gross negligence, or willful misconduct as finally determined by a court of competent jurisdiction. Buyer's indemnity obligations survive delivery, acceptance, payment, termination, and completion of the Contract. Buyer's insurance requirements and coverage shall not limit or reduce Buyer's indemnity obligations under the Contract.

13.2 EFG Indemnity (Limited). EFG shall indemnify and hold harmless Buyer from third-party claims for bodily injury or property damage to the extent directly caused by EFG's proven negligence in the manufacture of the Products as supplied, excluding claims arising from installation/integration/operation/maintenance/modification by parties other than EFG.

13.3 Indemnity Limits. Indemnity obligations are subject to the limitations of liability in Section 12 and exclude consequential damages to the maximum extent permitted by law.

13.4 Procedure. Indemnified party shall provide prompt notice and reasonable cooperation. Indemnifying party may control defense with counsel acceptable to indemnified party. No settlement may impose non-monetary obligations or admissions without written consent.

13.5 Insurance. Buyer shall procure and maintain insurance sufficient to cover its obligations/risks arising out of installation/use/handling/storage/operation/modification of the Products, including acts/omissions of Buyer's contractors/subcontractors. Upon request, Buyer shall provide certificates evidencing coverage. Minimums: (i) CGL (products/completed operations) \$1,000,000 per occurrence / \$2,000,000 aggregate; (ii) Workers' Compensation as required by law and Employer's Liability \$1,000,000; (iii) Auto Liability \$1,000,000 combined single limit.

13.6 Additional Insured / Primary. Where Products are installed at a jobsite and Buyer maintains project/jobsite coverage, Buyer shall cause EFG to be named as an additional insured on Buyer's CGL for claims arising out of Buyer's installation/jobsite operations (not EFG manufacturing), to the extent available/permitted by law. Buyer shall request waiver of subrogation where permitted. Buyer's insurance shall be primary and non-contributory to EFG insurance for unrelated risks.

14. CANCELLATION; TERMINATION; SUSPENSION

14.1 Cancellation by Buyer. Cancellation charges (Liquidated Damages) apply regardless of the reason for cancellation, including Owner actions, scope changes, funding issues, project suspension, termination for convenience by others, or circumstances beyond Buyer's control. Buyer may cancel an order only by written notice to EFG. Upon cancellation, Buyer shall pay the following cancellation charge based on total order value inclusive of Change Orders/additions. The parties acknowledge and agree that: (i) actual damages from cancellation are difficult to estimate at the time of contracting due to engineering time, production scheduling disruption, supplier commitments, and overhead; and (ii) the charges below represent a reasonable forecast of anticipated damages and are intended as liquidated damages and not a penalty, to the maximum extent enforceable:

- (a) Prior to Submittals Approval – 10%
- (b) Three (3) calendar days after Submittals Approval – 50%
- (c) Thirty (30) calendar days after Submittals Approval – 70%
- (d) Sixty (60) calendar days after Submittals Approval – 90%
- (e) Upon shipment of any portion of the Products (including delivery to the carrier) – 100%

14.2 Termination / Suspension for Cause by EFG.

EFG may, upon written notice to Buyer, immediately suspend performance or terminate the Contract, in whole or in part, upon the occurrence of any Buyer default, which shall include, without limitation:

- (i) Buyer's insolvency, bankruptcy, or inability to pay debts as they become due;
- (ii) any material breach of the Contract by Buyer;
- (iii) Buyer's failure to make any payment when due;
- (iv) Buyer's failure, upon reasonable grounds for insecurity, to provide commercially reasonable adequate assurances of performance within a reasonable time after written demand by EFG; or
- (v) Buyer's failure to respond within seventy-two (72) consecutive hours to written communications from EFG concerning payment, performance, or assurances, provided such communications are sent to Buyer's designated contract representative.

Any suspension or termination by EFG under this Section shall be without liability to EFG, shall not relieve Buyer of its payment obligations, and shall be in addition to, and not in lieu of, any other rights or remedies available to EFG at law or in equity, all of which are expressly reserved.

15. FORCE MAJEURE; COMMERCIAL IMPRACTICABILITY

15.1 EFG is not liable for failure/delay due to events beyond its reasonable control (acts of God, labor disputes, supplier failures, transportation disruptions, governmental actions, pandemics, shortages, utility unavailability, etc.). If such event continues more than sixty (60) consecutive calendar days, EFG may suspend performance or terminate the affected portion without liability. Performance timelines shall be equitably extended for the duration.

15.2 **Commercial Impracticability.** In addition to force majeure, EFG may adjust pricing/schedule or terminate if performance becomes commercially impracticable due to extraordinary cost increases, shortages, or regulatory changes beyond EFG's control.

16. SAFETY; ACCESS; SITE CONDITIONS; HAZARDOUS MATERIALS

16.1 Buyer (and/or its contractors) is solely responsible for jobsite safety, site conditions, access, unloading, rigging, equipment, utilities, permits, and coordination required for delivery/installation/operation. EFG has no responsibility for subsurface conditions, hazardous materials, confined space compliance, lockout/tagout, or safety practices at the jobsite. EFG personnel do not control means/methods/sequences/safety programs of Buyer/contractors.

16.2 **Hazardous Materials.** Buyer is solely responsible for identifying/managing/remediating hazardous materials and compliance with environmental laws at the jobsite.

17. CONFIDENTIALITY; INTELLECTUAL PROPERTY; PUBLICITY

17.1 All quotations, pricing, Submittals, drawings, calculations, and related technical/commercial information provided by EFG are confidential and shall not be disclosed to third parties without EFG's prior written consent, except as required for the Project and subject to equivalent confidentiality obligations.

17.2 EFG retains all right, title, and interest in its designs, drawings, specifications, software/firmware (if any), and other intellectual property embodied in or related to the Products and Submittals. Buyer receives a limited, non-exclusive, non-transferable license to use EFG Submittals solely for the Project. Buyer shall not reproduce/distribute/use for any other project without EFG's prior written consent.

17.3 Upon request, Buyer shall return/destroy EFG confidential information and certify destruction, except copies required by law.

17.4 Buyer shall not use EFG's name, trademarks, logos, product photographs, or descriptions in advertising/press releases/case studies/award submissions/publicity without EFG's prior written consent.

18. COMPLIANCE WITH LAWS; EXPORT; CYBER; THIRD-PARTY CLAIMS; ADMIN

18.1 Buyer shall comply with all applicable laws/regulations relating to use/installation/operation/maintenance of Products and represents it is not subject to sanctions restricting performance.

18.2 Buyer shall not export/re-export/transfer Products or technical information in violation of export controls, sanctions, or anti-boycott laws.

18.3 **Anti-Corruption.** Buyer represents it will comply with applicable anti-corruption laws and will not offer anything of value to improperly influence any action related to the Contract.

18.4 **Software/Firmware; Cybersecurity; Compatibility; Updates.** If Products include software/firmware/remote connectivity/interfaces, Buyer is solely responsible for network security, access controls, backups, and protection against malware/ransomware/intrusion/data loss. EFG does not warrant network security or third-party systems. EFG does not warrant third-party compatibility/integration unless expressly stated in the final approved Submittals or quotation. EFG has no obligation to provide updates/patches/enhancements unless expressly included in writing.

18.5 Third-Party Claims Bar / End User Limitations. Buyer shall ensure Owner/Engineer/Contractor/end users do not assert claims directly against EFG for matters arising out of Products/Contract. Buyer shall defend/indemnify/hold harmless EFG from such claims except to the extent caused by EFG's proven negligence in manufacturing the Products as supplied.

18.6 Assignment of Claims Prohibited. Buyer may not assign any claim against EFG (including warranty claims) without EFG's prior written consent; any attempted assignment is void.

18.7 Records / Support. Buyer shall maintain accurate records relevant to disputes, payments, delivery, storage, and installation and shall provide such records upon reasonable request in the event of a dispute, to the extent permitted by law.

18.8 If Buyer requests special terms (LDs, retainage, special insurance wording, flow-downs, certified payroll, domestic content obligations, reporting, documentation, audits), such terms apply only if included in EFG's quotation or a written Change Order signed by EFG, priced/scheduled as a change in scope.

18.9 Seller Remedies Upon Insolvency / Stoppage. If Buyer becomes insolvent, fails to pay, or repudiates, EFG may stop delivery in transit, withhold delivery, reclaim Products to the extent permitted by law, resell Products, and recover damages/costs.

18.10 CISG Excluded. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Contract, any quotation, any order, or any sale of Products.

19. DISPUTE RESOLUTION; GOVERNING LAW; VENUE; FEES; JURY WAIVER; ARBITRATION

19.1 Governing Law. The Contract shall be governed by the laws of the State of Ohio, without regard to conflict-of-law principles.

19.2 Venue. Venue for any dispute shall lie exclusively in state or federal courts located in Ohio, and the parties submit to such jurisdiction, except as provided in 19.6 (arbitration) if elected.

19.3 Notice and Opportunity to Cure. Prior to filing any action, the complaining party shall provide written notice describing the dispute in reasonable detail and allow thirty (30) days to cure, if curable.

19.4 Attorneys' Fees. In any action arising out of or relating to the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

19.5 Jury Waiver. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE CONTRACT OR THE PRODUCTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH PARTY ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL REGARDING THIS WAIVER.

19.6 Arbitration Election. Notwithstanding the foregoing, either party may elect binding arbitration of any dispute arising out of or relating to the Contract by providing written notice to the other party. Arbitration shall be conducted in Ohio before a single arbitrator under commercially reasonable procedures selected by the arbitrator consistent with due process. Judgment on the award may be entered in any court of competent jurisdiction. **Carve-outs:** EFG may seek temporary or injunctive relief in court to protect confidentiality, intellectual property, security interests, and to preserve statutory mechanic's lien/bond/UCC rights and related deadlines, and such actions shall not be deemed a waiver of arbitration.

20. MISCELLANEOUS

20.1 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

20.2 Survival. Sections relating to payment, warranty limitations, limitation of liability, indemnity, confidentiality, intellectual property, governing law/venue, dispute resolution, and remedies survive shipment, delivery, acceptance, and termination.

20.3 Notices. Notices shall be in writing and deemed given when delivered by personal delivery, nationally recognized overnight courier, or email with confirmation of receipt, to the addresses in the quotation/purchase order (or other address designated by notice).

20.4 Independent Contractors. The parties are independent contractors. Nothing creates a partnership, joint venture, fiduciary relationship, or agency relationship.

20.5 No Third-Party Beneficiaries. The Contract is for the sole benefit of the parties and permitted successors/assigns and creates no third-party beneficiary rights.

20.6 Electronic Signatures. Electronic signatures and electronically transmitted copies are deemed originals and enforceable.

20.7 No Modification by Routine Communications. Routine project communications (emails, meeting notes, informal directives) do not modify the Contract unless they constitute a written amendment signed by EFG.

EXHIBIT A — EFG EQUIPMENT WARRANTY & RESPONSIBILITY STATEMENT

Available at <https://www.excelfluidgroup.com/> under the "Warranty" Link