

## STANDARD TERMS AND CONDITIONS OF SALE

**GOODS AND SERVICES SOLD BY APPLIED INDUSTRIAL TECHNOLOGIES, INC. OR ITS AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER, SIMILAR COMMUNICATIONS OR ANY ELECTRONIC PORTALS ARE OBJECTED TO AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY A CORPORATE OFFICER OF SELLER. BY ISSUING A PURCHASE ORDER, ACCEPTING SHIPMENT OR PERFORMANCE, AND/OR PAYING FOR THE GOODS OR SERVICES, BUYER AGREES THAT IT ACCEPTS SELLER'S TERMS AND CONDITIONS OF SALE, INCLUDING SELLER'S WARRANTY POLICY. BUYER FURTHER AGREES THAT ALL INFORMATION PROVIDED BY SELLER, INCLUDING PRICING, IS SELLER'S CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED WITHOUT SELLER'S PRIOR WRITTEN CONSENT.**

**PRICE:** Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by SELLER are subject to correction or change without notice. Prices do not include freight, shipping, and/or handling fees, or any present or future duties, tariffs, sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

**PAYMENT TERMS:** Unless otherwise agreed in writing, payment is due thirty (30) days net from invoice date or delivery, whichever is earlier, if Buyer's credit is approved. Late payments incur 1.5% monthly interest (18% APR), or the maximum lawful rate if lower. Buyer shall pay all collection costs, including court costs and attorney's fees. The remittance portion of the invoice or invoice number must accompany payment.

**CREDIT BALANCE:** Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

**DELIVERY:** Domestic sales are f.o.b. point of shipment (Uniform Commercial Code); international sales are EXW point of shipment (Incoterms® 2020). Title and risk of loss pass to Buyer upon delivery, defined by the specific shipping term. Delivery dates are estimates only. Buyer shall notify SELLER of nonconforming goods within a commercially reasonable time.

**WARRANTIES:** Goods are sold only with such warranties as may be extended by the manufacturer of the goods. Services performed by third parties are subject only to those warranties extended by such third parties. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN SELLER'S WARRANTY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE** and available at <https://olympus-controls.com/> or upon request to SELLER. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Goods are sold exclusively for commercial and industrial use and not for consumer purposes; the Magnuson-Moss Warranty Act does not apply. SELLER personnel are not authorized to alter this policy. Buyer shall be solely responsible for any warranty it grants to its customer.

**LIMITATION OF LIABILITY:** SELLER assumes no responsibility for goods selection, operation, and use, regardless of any recommendations or suggestions made by the SELLER. Buyer shall make selections based upon its own analysis with regard to function, material compatibility, fitness for use or intended purpose, and goods ratings. Any such analysis, including testing, shall be the sole responsibility of Buyer. Proper installation, operation, and maintenance are solely the responsibility of Buyer or its customer. Any specifications listed in SELLER's datasheets, catalog and website are for reference only and are subject to change without notice. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT.** This limitation of liability reflects a deliberate and bargained-for allocation of risks between SELLER and Buyer and constitutes the basis of the parties' bargain, without which SELLER would not have agreed to the price or terms of this agreement. SELLER shall not under any circumstances, be liable for any labor charges without its prior written consent. **SELLER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHER GROUNDS FOR CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES** including, but not limited to, loss of profits or revenue, loss of use of goods or associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If SELLER furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject SELLER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY THIRD-PARTY CLAIMS ARISING OUT OF THE USE, RESALE, OR LEASE OF GOODS OR SERVICES PROVIDED BY SELLER.

**INTELLECTUAL PROPERTY:** Each party will retain exclusive, right, title and interest in and ownership of its intellectual property developed before this agreement or outside the scope of this agreement. Any IP developed by SELLER in the course of performing this agreement hereunder, whether alone or jointly with BUYER, shall be SELLER'S sole and exclusive property, and buyer hereby irrevocably assigns all rights therein to SELLER. SELLER hereby grants Buyer a non-exclusive, non-transferable, royalty-free license to SELLER'S IP solely for Buye's use of the goods and services, provided "as is" without warranty of non-infringement. This license survives termination for continued use of delivered goods. Buyer may not reverse engineer, modify or create derivative work's based on SELLER's IP. Buyer-provided IP remains Buyer's property and SELLER shall use it solely for this agreement. Each party acknowledges that unauthorized use of the other's IP may cause irreparable harm, and the non-breaching party shall be entitled to seek injunctive or equitable relief in addition to all other available remedies.

**SUBCONTRACTING/SUBSTITUTIONS/INTERCHANGEABILITY:** SELLER may subcontract all or any portion of the supply of goods supply or services SELLER may store, process, use and disclose data and other information provided by Buyer, including Buyer's confidential information, to SELLER's affiliated companies, representatives, suppliers and subcontractors as necessary. SELLER may substitute equivalent goods based on form, fit, and function, unless restricted on the purchase order.

**EQUAL OPPORTUNITY AND LABOR PRACTICES:** The contract provisions in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder are incorporated by reference as if fully written with respect to any order. SELLER certifies that the goods covered by this invoice have been produced in accordance with the Fair Labor Standards Act of 1938, as amended.

**SAFETY DATA SHEETS ("SDS"):** Unless requested, SELLER will not furnish paper copies of Safety Data Sheets ("SDS"). SDS for OSHA defined hazardous substances are supplied by the manufacturers and/or suppliers and electronically available

online at <https://olympus-controls.com>. SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY BUYER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. BUYER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON, OR USE OF, ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS. SELLER will continue to furnish paper copies of SDS for those goods for which a SDS is not electronically available. Paper copies of SDS for all goods may be requested by contacting Seller at 503-582-8100 to receive a copy of any SDS via web, facsimile or U.S. mail.

**HAZARDOUS ACTIVITIES:** Unless specifically agreed to in writing by an authorized officer of SELLER, goods or services sold hereunder are not intended for use in connection with any nuclear facility or any other application or hazardous activity

which SELLER, in its sole discretion, determines to be high risk or hazardous, or where failure of a single component could cause substantial harm to persons or property. If so used, SELLER disclaims any and all liability for any nuclear damage, contamination or other damage or injury and Buyer shall indemnify and hold SELLER harmless from such liability whether as a result of breach of contract warranty, tort (including negligence or indemnity) or other grounds. SELLER and its suppliers shall not be liable to Buyer or its insurers based on agreement, warranty, tort (including negligence or indemnity), or other grounds for onsite damage to property located at a nuclear facility.

**CANCELLATION AND RETURNS:** Cancellation requires mutual agreement and payment of reasonable charges. Returns require SELLER's written authorization and minimum 15% restocking charge, freight prepaid. No returns of special/made-to-order items or after 60 days from delivery. No credit for shipping charges.

**SHORTAGE/OVERAGES:** All shortages and/or overages must be identified within 14 days of the date of shipment.

**FORCE MAJEURE:** SELLER shall not be liable for delay due to causes beyond its reasonable control, including acts of God, act or omission of Buyer, governmental actions, labor disputes, civil disturbance, public health emergencies, manufacturer insolvency, transportation delays, terrorist act, security event, utility/telecom outages, or any other commercial impracticability. Delivery shall be extended by the duration of such events.

**CHANGE IN BUYER'S FINANCIAL CONDITION:** SELLER reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to SELLER in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. SELLER reserves the right to suspend its performance until payment or adequate assurance of performance has been received. SELLER also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants SELLER a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect SELLER's security interest. SELLER may, in its sole discretion require, and Buyer hereby grants to SELLER, a continuing purchase money security interest in all inventory, equipment, and goods sold by SELLER to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. SELLER's purchase money security interest is explicitly limited to outstanding obligations between SELLER and Buyer.

**ASSIGNMENT:** Buyer shall not assign or delegate any rights or duties hereunder without SELLER's prior written consent.

**WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION:** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of law rules. Any dispute with a party located in U.S. arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue over Cleveland, Ohio, unless all such courts refuse to exercise jurisdiction and venue, and the parties hereby consent to exclusive jurisdiction in such courts. Any claims brought by Buyer shall be escalated to senior management level within both organizations prior to Buyer filing a lawsuit. Trial by jury is hereby waived. Any dispute with a party located outside of U.S., except actions by Seller for nonpayment by Buyer of the purchase price of goods or services sold, shall be settled by binding arbitration in Cleveland, Ohio under Ohio law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**COMPLIANCE WITH LAWS:** Buyer recognizes the goods are utilized in many regulated applications and that from time to time standards and regulations are in conflict with one another. SELLER makes no promise or representation that the goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon, in writing as part of the agreement between Buyer and SELLER. SELLER prices do not include the cost of any related inspections, permits or inspection fees. Buyer shall be solely responsible for OSHA, EPA, and local regulatory compliance.

**SPECIAL TOOLS:** Unless agreed in writing and paid for by Buyer, all special tools, dies, jigs, patterns, and equipment remain SELLER's property.

**CHANGE ORDERS:** Any request by Buyer for changes to the scope of goods or services after order acceptance shall be submitted in writing. SELLER shall provide a written estimate of the cost and schedule of any proposed change. No change shall be effective unless approved in writing by both parties, and SELLER is not obligated to perform changed work until a change order is executed and any additional payment is received. If Buyer's actions or instructions effectively change the scope of work without a formal change order, SELLER may treat such actions as a constructive change and seek appropriate adjustment to price and schedule.

**ORDER ACCEPTANCE:** Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by SELLER in writing. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States of America.

**EXPORT CONTROLS:** Buyer represents and warrants it is not on any U.S. restricted party lists (Commerce, Treasury, or State Department). Buyer shall comply with all applicable export laws, including EAR, and provide delivery verification upon request. BUYER SHALL INDEMNIFY SELLER FOR ANY COSTS OR PENALTIES FROM NON-COMPLIANCE WITH EXPORT LAWS.

**EXPORT DOCUMENTATION AND LICENSES:** For export sales, Buyer (or its freight forwarder) shall be the foreign principal party in interest is responsible for all export/import documentation. Copies of any export, shipping, or import documentation shall be provided to SELLER upon request. Buyer is responsible for obtaining all required import/export licenses under EAR, ITAR, TSCA, or other applicable regulations.

**ANTI-CORRUPTION:** Buyer represents compliance with the U.S. Foreign Corrupt Practices Act and all applicable anti-bribery laws.

**GENERAL:** All orders are subject to acceptance by SELLER. The terms and conditions in SELLER's forms are incorporated herein by reference and constitute the entire and exclusive agreement between Buyer and SELLER. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.

