

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM LSC INDUSTRIES, LLC, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM LSC INDUSTRIES, LLC IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH LSC INDUSTRIES, LLC, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING ANY OF LSC INDUSTRIES, LLC'S PRODUCTS BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services sold by LSC INDUSTRIES, LLC ("**LSC**"), including but not limited to those products listed at <https://lscindustries.com/> (the "**Site**"). These Terms are subject to change by LSC (referred to as "**us**," "**we**," or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services from LSC.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion. Cancellation requests will be considered by LSC on a case-by-case basis and no cancellation is guaranteed regardless of the time the cancellation request is submitted. Once an order for products or services has been accepted/acknowledged, said order(s) may be considered non-refundable and cannot be cancelled, at the sole discretion of LSC.

For Orders placed in support of and charged to a U.S. Government Contract, **you must provide the contract number and identify** applicable clauses from the FAR and its Supplements that flow down and contract priority rating at the time order; failure to do so will result in a breach of this Agreement.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions are subject to change without notice. The price charged will be clearly stated in your acknowledgement. Price increases will only apply to orders placed after the time of the increase. Price estimates do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your acknowledgement. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) Terms of payment are within our sole discretion and unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept various payment methods for all purchases. If paying by credit card, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

When Terms of payment are EXTENDED within our sole discretion, invoices are due and payable as indicated on the subject invoice. We may charge a late payment penalty of 5% per month on undisputed amounts, or the maximum rate permitted by law, whichever is less. Without waiving any of our other rights or remedies, we may refuse additional orders and suspend any services until all overdue amounts are paid in full.

Any invoice provided that is related to the order for products and/or services subject to this Agreement shall be considered incorporated herein as part of this Agreement.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. You will pay all shipping and handling charges unless otherwise specified in the acknowledgement.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

(c) Returns and Refunds. All of our products are custom made to order and because of this are without use to any third party and therefore we do not offer returns or refunds; all sales are final.

5. Customer Property. The parties agree that LSC is not in the business of storing property and therefore this agreement does not create a bailee-bailor relationship. Any property (materials, parts, etc.) left by customer(s) at LSC, for whatever reason, is left at the customer's risk. LSC will make good faith efforts to protect the customer-owned property and use said property for its intended purpose, but LSC shall in no case be liable for any damage or loss in excess of \$ _____.

6. Limited Warranty.

(a) We warrant to you that for a period of 1 calendar year, unless otherwise dictated by contractual requirements that are agreed to in writing on the order acknowledgment from the date of shipment ("**Warranty Period**"), the products purchased will materially conform to the specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship.

(b) **EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by any LSC warranty. For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) We shall not be liable for a breach of the warranties set forth herein unless: (i) you give written notice of the defective products or services, as the case may be, reasonably described, to us within [NUMBER] days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a

reasonable opportunity after receiving the notice of breach of the warranty set forth herein to examine such products and you (if we so request) return such products to our place of business at your cost for the examination to take place there; and (iii) we reasonably verify your claim that the products or services are defective.

(e) We shall not be liable for a breach of the warranty set forth herein if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you alter or repair such products without our prior written consent.

(f) Subject to the above, with respect to any such products during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.

(g) THE REMEDIES SET FORTH IN SECTION 5 SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 5.

7. Limitation of Liability.

(a) **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD TO YOU BY LSC IN THE APPLICABLE ORDER.**

(c) The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Seller's willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

8. Goods Not for Resale or Export. Unless notice is provided in writing to LSC and prior authorization is given to do so by LSC is thereafter granted, you represent and warrant that you are buying products or services for your use and not for resale or export beyond the confines of the U.S. Department of Defense or its Contractual Partners You further represent and warrant that all purchases are intended for final delivery to locations within the US. You further represent and warrant that all purchases are made in compliance with the Arms Export Control Act (Title 22, USC 2751, et seq) and/or the Export Administration Act of 1979 (Title 50, USC, App 2401 et seq), as applicable. In the event exportation rights are granted, Purchaser is SOLEY responsible for complying with all laws, requirements and regulations including obtaining proper licenses and fees associated with the export; releasing LSC of all responsibility and holding harmless, indemnifying and defending LSC from any claims, causes of action or other damages threatened as a result thereof.

9. Intellectual Property Use and Ownership. You acknowledge and agree that LSC creates and provides specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights associated with the products sold ("**Intellectual Property**"). You represent and warrant that you will not distribute the Intellectual Property to any third party and such Intellectual Property will be kept secure whether in print or electronically and will be returned or destroyed once you no longer have an active

use for the Intellectual Property. LSC will remain the sole and exclusive owner of Intellectual Property. You do not and will not have or acquire any ownership of the Intellectual Property.

10. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

12. Waiver of Jury Trials and Binding Arbitration.

(a) YOU AND LSC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of LSC.

15. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by e-mail or any other method being used in furtherance of the subject sale at hand. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by facsimile transmission to 614-360-2423; or (ii) Email delivery to sales@lscindustries.com; or (iii) by personal delivery, overnight courier or registered or certified mail to LSC Industries, LLC. 4850 Cottonville Road, Jamestown, OH 45335. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission, email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. Our acknowledgement will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

ACCEPTED BY:

Customer name: _____

Signed by: _____

Its: _____

Dated: _____