

## MAXI-BLAST, INC. TERMS AND CONDITIONS OF SALE

**1. General Terms and Applicability.** All sales by Maxi-Blast, Inc. (“Maxi-Blast”) are governed by and subject to these Terms and Conditions of Sale (these “Terms”), as may be amended from time to time by Maxi-Blast. These Terms form a binding agreement between the original purchaser (“Customer”) of products (the “Products”) and services (the “Services” and together with the Products, the “Deliverables” and each, a “Deliverable”) and Maxi-Blast (the “Agreement”). This Agreement incorporates all additional terms and conditions stated in quotations, pricelists, invoices, order acknowledgments and other documentation furnished by Maxi-Blast to Customer (“Additional Terms”). These Terms govern in the event of any conflict or inconsistency with any Additional Terms. There are no other terms of agreement. Maxi-Blast rejects any terms or conditions contained in Customer’s purchase order, statement of work or other documents that are additional to or in conflict or inconsistent with this Agreement, and any such terms or conditions shall be without force or effect. If Customer has not otherwise agreed to these terms, Customer’s acceptance of delivery of, or full or partial payment for, the Deliverables will constitute Customer’s acceptance of these terms and conditions. This Agreement cannot be modified or amended except by a subsequent written instrument executed by the parties which expressly supersedes the provisions of this Agreement.

**2. Orders.** All orders for Deliverables sold by Maxi-Blast must be in the form of a purchase order or statement of work (an “Order”). All Orders are subject to final acceptance by Maxi-Blast. Following acceptance by Maxi-Blast, Orders may not be changed or canceled without the prior written approval of Maxi-Blast. Customer shall reimburse Maxi-Blast for all expenses and losses resulting from any change or cancellation. In the event of any suspension of payment or the institution of any proceedings by Maxi-Blast against Customer, or the initiation of voluntary or involuntary proceedings in bankruptcy or insolvency proceedings, or proceedings under any provisions of the United States Bankruptcy Code in which Customer is a debtor, or for the appointment of a receiver or a trustee or an assignee for the benefit of creditors, Maxi-Blast shall be entitled to cancel the Order or any subsequently entered into agreement forthwith, without liability to Customer for loss of anticipated profits or otherwise.

**3. Prices.** The prices for Deliverables are those as specifically quoted by Maxi-Blast. Except as otherwise stated in writing by Maxi-Blast, quoted prices are subject to change by Maxi-Blast by written notice to Customer or by notation on Customer’s invoice. Prices quoted are exclusive of packaging/shipping and taxes, including, without limitation, sales, excise, use and property taxes. Customer agrees to pay all applicable taxes and charges.

**4. Payment Terms.** Customer agrees to pay for all Deliverables supplied and any other charges due pursuant to this Agreement, including any transfer or banking fees. Maxi-Blast will not be responsible for any charges or fees assessed in connection with payment by Customer, except as otherwise provided in this Agreement. All charges shall be paid via ACH within 30 days of the date of invoice. All amounts not so paid within 30 days of the invoice date shall be subject to a charge of 2% per month on the outstanding balance. Payment via delivery of a check or wire shall be assessed an administrative fee in the amount of 3%. Maxi-Blast will be entitled to suspend performance of any order or obligation to Customer until the Customer’s account is current. If at any time Maxi-Blast determines in its sole discretion that Customer’s financial condition, payment practices or credit rating does not justify a sale on credit, Maxi-Blast may require advance payment or such other payment assurances as it may deem acceptable in its sole discretion, and it may cancel any

order without recourse by Customer. Customer will reimburse Maxi-Blast for all expenses, including reasonable attorney and paralegal fees, incurred to collect any delinquent account, enforce its rights under this Agreement, or pursue any lawsuit, arbitration, or other proceeding related to this Agreement.

**5. Title to Products.** Title to and risk of loss of the Products will pass to Customer upon delivery of the Products to the carrier at Maxi-Blast’s place of business. Customer grants Maxi-Blast a security interest in the Products and will keep the Products properly stored, insured and identifiable as subject to Maxi-Blast’s lien until full payment is made by Customer for the Products. Customer agrees that Maxi-Blast may enter Customer’s premises to repossess Products for which payment is overdue and file financing statements to reflect its lien in the Products.

**6. Delivery and Delay.** Maxi-Blast will deliver Products to Customer F.O.B. at Maxi-Blast’s place of business within a variance of 10%. Delivery dates specified in a quotation or order acknowledgment are estimates only and time is not of the essence. Customer assumes the risk of loss of Products once delivered to the carrier or ten (10) days after Maxi-Blast notifies Customer that the Products are ready for pick-up. Maxi-Blast may deliver all of the Products at one time or in portions from time to time. All deliveries are subject to modifications or cancellation due to events beyond Maxi-Blast’s reasonable control, including without limitation acts of God, compliance with any law, order, rule or regulation of any governmental or other authority, disruption of suppliers, delay in transportation, labor disputes, pandemics or epidemics, strikes, failure of equipment or systems, or shortages of any labor or materials or services. Maxi-Blast will not be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver. If Customer causes or requests a delay in the delivery of any Products, Customer will reimburse Maxi-Blast for all resulting damages, including without limitation reasonable storage expenses. Customer shall acquire and maintain sufficient property and casualty insurance to cover any loss or risk of loss to any Products.

**7. Limited Warranty.** THE DELIVERABLES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. MAXI-BLAST DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A DEFECT ARISES IN THE PRODUCTS THAT IS A VALID WARRANTY CLAIM PURSUANT TO A MANUFACTURER’S WARRANTY OF THE SAME, MAXI-BLAST AGREES TO ASSIGN SUCH WARRANTY RIGHTS TO CUSTOMER TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ONLY WARRANTY APPLICABLE TO ANY PRODUCTS SOLD BY MAXI-BLAST UNDER THIS AGREEMENT IS THE WARRANTY (IF ANY) OFFERED BY THE APPLICABLE MANUFACTURER OF THE PRODUCT.

**8. Acceptance & Notice of Claims.** The Products shall be deemed to have been accepted within ten (10) days after receipt by Customer unless rightfully rejected within such period by written notice to Maxi-Blast, by certified mail, return receipt requested, setting forth any claim for shortages with reference to Maxi-Blast’s invoice numbers. Failure to give such notice shall constitute an absolute waiver and release of all claims Customer may have, and Maxi-Blast

shall have no liability, under this Agreement or otherwise. As a condition to the enforcement of any claim, Maxi-Blast and its agents must be provided access to the original Products for inspection. The product must remain unmodified for Maxi-Blast's inspection. Any modification, replacement, attempted repair, self-help, or alteration of the Products, or other product into which the Products are incorporated, without Maxi-Blast's prior approval or before Maxi-Blast inspects the Products shall render any warranty and claim null and void. Customer's claims for damage or shortage in transit must be filed by Customer against carrier. Customer and any third-party seeking recourse for defects in or failures of the Products shall make such claims exclusively to the manufacturer. No such claim shall be justification for withholding payment to Maxi-Blast for receiving the right quantity of Products. Customer also shall not withhold or reduce payments on account of claims not accepted by Maxi-Blast.

**9. Limitation on Liability.** MAXI-BLAST'S AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN CONNECTION WITH THE DELIVERABLES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE DELIVERABLES GIVING RISE TO ANY SUCH CLAIM FOR LIABILITY. IN NO EVENT SHALL MAXI-BLAST BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXTRAORDINARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST PROFITS OR OTHER DAMAGES WITH RESPECT TO PERSONS, BUSINESS OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO ITS ATTENTION, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE AGREEMENT AND DELIVERABLES, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THESE WAIVERS AND LIMITATIONS.

**10. Period of Limitations.** No claim, suit, or other proceeding arising out of or related to the Deliverables or this Agreement may be brought by Customer after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

**11. Intellectual Property & Confidentiality.** Customer acknowledges Maxi-Blast's ownership of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, product design, trade secrets and other intangible rights relating to the Products ("Maxi-Blast Intellectual Property") and agrees that Customer shall have no right, title or interest whatsoever in any Maxi-Blast Intellectual Property. Customer shall keep confidential all designs, processes, drawings, and other technical or proprietary information disclosed by Maxi-Blast to Customer.

**12. Prohibited End-Uses and End-Users.** Customer represents and warrants that it shall not export, re-export, transfer, or provide any Products to any individual, entity, or country prohibited under applicable U.S. laws, including but not limited to parties listed on the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; the U.S. Department of State Debarred List; or the OFAC Specially Designated Nationals (SDN) List.

**13. Compliance with U.S. Laws.** Customer acknowledges that

the Products are subject to U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC). Customer agrees to comply strictly with all such laws and assumes sole responsibility for obtaining any necessary licenses to export, re-export, transfer, or import the Products.

**14. No Liability for Compliance Delays.** Maxi-Blast shall not be liable for any delays or non-performance resulting from government actions, license denials, force majeure events, or compliance-related issues outside Maxi-Blast's control. Such delays shall not constitute breach, and Maxi-Blast shall be entitled to cancellation without liability.

**15. Indemnification.** Maxi-Blast shall have no liability to Customer or any third party for any loss, damage, injury or death caused by any Deliverables during the term of this Agreement and thereafter. Customer shall indemnify and hold Maxi-Blast harmless from and against any and all claims, demands, liabilities, losses, damage to or loss of property or injury to or death of any person or any related expenses (including, but not limited to, reasonable attorney's fees and court costs) arising from the use, proper or improper, operation, storage or transportation of any Products at any time after its delivery to Customer or the breach by Customer of this Agreement.

**16. Waiver.** No waiver by Maxi-Blast of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Maxi-Blast. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**17. Assignment.** Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Maxi-Blast. Any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve Maxi-Blast of any of its obligations hereunder. Maxi-Blast may at any time assign or transfer any or all of its rights or obligations under this Agreement without Customer's prior written consent to any affiliate or to any person acquiring all or substantially all of Maxi-Blast's assets.

**18. Governing Law and Venue.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Indiana, without regard to principles of conflicts of law. Each party hereby consents to the exclusive personal jurisdiction of the federal courts located in the Northern District of Indiana or the state courts located in St. Joseph County, Indiana over any action arising out of or relating to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

**19. Maxi-Blast's Rights.** Maxi-Blast has all rights and remedies given to sellers by applicable law, and Maxi-Blast's rights and remedies are cumulative and may be exercised from time to time by Maxi-Blast. No waiver by Maxi-Blast of any breach of the Agreement by Customer shall be effective unless in writing nor operate as a novation or waiver of any other breach. Maxi-Blast shall not lose any right because it has not exercised that right in the past.