

## CODAN

### STANDARD CONDITIONS OF SALE

- 1. General.** Unless otherwise agreed to in writing by CODAN US Corporation or CODAN Inc. ("CODAN", "we", "us", or "our"), all sales of CODAN's products ("Products") are subject to these terms and conditions set forth herein ("Standard Conditions of Sale" or "Agreement"). By placing an order, customer ("customer" or "you") acknowledges and agrees to these Standard Conditions of Sale in their entirety. CODAN's acceptance of any customer order is expressly limited to the terms and conditions set forth in these Standard Conditions of Sale. Any terms that add to, contradict, or deviate from these Standard Conditions of Sale, including terms included in a customer's purchase order or other customer ordering document, are hereby rejected and void unless we have expressly agreed in writing to such additional, contrary, or different terms. This Agreement constitutes the complete and final Agreement relating to the subject matter specified herein and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Any change, modification or amendment to this Agreement must be in writing and signed by and officer of CODAN who is duly authorized to execute such writing.
- 2. Quotation and Order Acceptance.** CODAN may provide quotations for the sale of Products. CODAN's quotations are subject to change without notice, unless otherwise specifically stated in the quotation. All sales and orders become effective only after CODAN has issued written acceptance thereof or upon order fulfillment. CODAN may, in its sole discretion, accept or reject an order submitted by customer. Customer may not cancel or amend its order after CODAN's acceptance thereof unless approved in writing by CODAN.

**Electronic Order Placement: Send the following information along with any purchase orders to Customer Service Department at [customerservice@codancorporation.com](mailto:customerservice@codancorporation.com):**

<ul style="list-style-type: none"><li>• CODAN account number</li><li>• Customer Name</li><li>• Contact name, phone number, and email address</li><li>• Purchase order number</li><li>• Bill to address</li></ul>	<ul style="list-style-type: none"><li>• Ship to address</li><li>• Requested date of delivery</li><li>• Shipping account information</li><li>• Delivery options (ground, second day, overnight, LTL)</li><li>• CODAN catalog or item #, quantity, unit of measure as well as unit price</li></ul>
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- 3. Purchase Orders.** All purchase orders shall be governed by this Agreement and shall be legally binding on both parties. A purchase order cannot be cancelled once CODAN confirms acceptance of the Purchase Order, even if the Product has not yet been delivered, unless agreed in writing by both parties.
- 4. Prices.** Unless otherwise agreed in writing, our prices are F.O.B. from our San Diego, California warehouse. All prices quoted must be documented in a writing that is signed by CODAN CODAN's applicable facility to be valid. Prices and specifications of Products are subject to change without notice. Unless otherwise specified by CODAN, prices are for the specific quantity stated in the order and do not include taxes (including applicable federal, state or local sales, use, excise or similar taxes, and, excluding taxes imposed on CODAN's income) nor charges for transportation, insurance, or special packaging. Any and each deduction or discount must be agreed to in writing by CODAN.
- 5. Payment Terms.** Unless otherwise specified by CODAN in writing, payment terms are net 30 days from the invoice date. All fees will be paid in U.S. dollars. The Customer shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. Customer will make all payments free and clear of, and without reduction for, any withholding taxes. Payment in full shall constitute acceptance of the Products. Late fees will accrue on overdue invoices

at the rate of one and one-half percent (1.5%) per month, or, the maximum rate allowed by law, whichever is lower, on the unpaid balance from the original due date of the invoice. Accrual and payment of such interest shall not preclude or satisfy any claims CODAN may have for additional damages against the customer. Customer shall reimburse CODAN for all costs incurred in collecting any late payments, including attorneys' fees. In addition to the foregoing, CODAN, at its discretion, may require advance partial or full payment of any fees prior to the shipment of Products if customer has any then-current overdue fees or if CODAN otherwise has reasonable reason to believe that customer may represent a payment risk to CODAN. Customer has no right to retain shipped Products to satisfy a contested claim. CODAN may suspend or cancel deliveries of ordered Products if customer fails to pay any amount owed to CODAN when due for any Products or services.

- 6. Disputes and Inquiries Regarding Invoices.** All disputes and inquiries regarding invoices, excluding delivery exceptions, must be submitted in writing in good faith to CODAN's Customer Service Department via email at [customerservice@codancorporation.com](mailto:customerservice@codancorporation.com) along with any and all supporting documents. CODAN will investigate all disputes and inquiries and respond within thirty (30) days of the date of the dispute or inquiry. All decisions made by CODAN as to any dispute or inquiry shall be final. If customer disputes an invoice or a portion of an invoice, and withholds payment on that invoice, and such dispute is invalid or incorrect, customer will pay additional charges referenced above in Section 4.
- 7. Delivery.** Unless otherwise agreed to in writing by CODAN, delivery of all Products will be in accordance with CODAN's standard lead time for the applicable Products. Quoted delivery and shipping dates are only estimates and are subject to change. CODAN shall have no liability of any kind, including without limitation any direct, indirect, or consequential damages resulting from delivery delays for reasons outside of its control. CODAN's ability to meet delivery estimates may be contingent on customer meeting all of its obligations herein. Unless otherwise expressly agreed to by the parties in writing, (a) CODAN shall select the method of shipment and the carrier for the Products and package the Products according to its standard methods, and (b) customer shall take receipt of its ordered Products and shall be responsible for all unloading costs and provide equipment and labor reasonably suited for receipt of the Products at the delivery address set forth in the applicable order. CODAN may, in its sole discretion, without liability or penalty, make partial shipments of Products to customer. Each shipment will constitute a separate sale, and customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the applicable order. If for any reason customer fails to accept delivery of any of the Products at the address for delivery, or if CODAN is unable to deliver the Products at the address for delivery on such date because customer has not provided appropriate instructions, documents, licenses or authorizations then either: (i) CODAN, at its option, may store the Products until customer picks them up, whereupon (A) customer shall be liable for all related costs and expenses (including storage and insurance), (B) risk of loss shall remain with customer (including risk of accidental destruction or deterioration of the products); and (C) the Products shall be deemed to have been delivered; or (ii) CODAN may have the Products returned to CODAN's facility, whereupon customer will be invoiced, and pay, for the cost of freight and insurance to the address for delivery back to CODAN's facility.
- 8. Inspection and Acceptance.** Prior to accepting delivery from the carrier, the customer is responsible for visually inspecting and counting all Product(s) received. Any exception must be noted on both the packing list that comes with the shipment and the carrier's freight bill or bill of lading, and signed by the customer. Any delivery exceptions (e.g., shortage, damage, picking error, warehouse error, customer error, overage, labeling error, and order entry error) must be reported to CODAN's Customer Service Department at [customerservice@codancorporation.com](mailto:customerservice@codancorporation.com) within thirty (30) days of receipt of shipment. Failure by customer to inspect the Products and notify CODAN in writing within thirty (30) days of tender of delivery shall constitute irrevocable acceptance of the Products delivered to customer.
- 9. Transfer of Risk.** Except as expressly agreed to in writing by the parties, delivery of Products is F.O.B from the applicable CODAN facility. Accordingly, all risk and title pass to the customer as soon as the Products have been handed over to a shipping company or have left CODAN's plant or warehouse.

Customer has the obligation to insure such Products once title passes. All products are deemed accepted upon transfer of title and risk of loss. The foregoing applies even if the parties have agreed that CODAN will pay transportation costs. Damage in transit must be reported directly to the shipping company and CODAN's Customer Service Department within the period specified herein or as otherwise agreed to by the parties in the applicable order.

- 10. Intellectual Property.** CODAN owns all documentation, illustrations, drawings, calculations, and other materials sent to customers, including any patents, technology, know-how, or other intellectual property contained in any of the Products or aforementioned materials (collectively, "Documentation"). The sale of any Product does not transfer or provide customer with any right or license in or to any Documentation, other than as expressly specified in this Agreement.
- 11. Confidential Information.** Customer shall not publish, disclose, or make any confidential or proprietary information available to third parties at any time without CODAN's prior written consent. Confidential information includes any data or information regarding the Products or the business, finances, services or technology of CODAN, including, without limitation, research, development, marketing, technical, economic, or other business information or "know how" disclosed to customer or otherwise obtained by customer under this Agreement that a reasonable person should have known, under the circumstances, was confidential or proprietary, whether in writing or not. Confidential information shall not include: (i) information which is already generally available to the public; (ii) information which hereafter becomes generally available to the public, except as a result of the fault of the customer; (iii) information which the customer properly knew prior to receiving the information from CODAN, as shown by written records; or (iv) information obtained from a third party which had a right to possess and disclose such information, as shown by written records. Customer shall return to CODAN, or destroy all confidential or proprietary information of CODAN in customer's possession or control and permanently erase all electronic copies of such confidential or proprietary information upon written request of CODAN or the termination of this Agreement.
- 12. Warranty.** CODAN warrants that its Products, when properly shipped, maintained, and used, will be free of material and workmanship defects for a period of six (6) months from the passing of title ("Warranty Period"). If customer believes CODAN has breached such warranty, customer must notify CODAN in writing of such claim ("Warranty Claim") within the Warranty Period. If CODAN has received a Warranty Claim within the Warranty Period, then CODAN shall, at its sole discretion, either (a) repair such nonconforming Products; (b) replace such nonconforming Products with conforming Products, or (c) credit or refund the fees paid for such Products. Customer shall ship, at its expense and risk of loss, any nonconforming Products to CODAN's designated facility. If CODAN exercises its option to repair or replace nonconforming Products, CODAN shall, after receiving customer's shipment of nonconforming Products and verifying that such Products fail to meet the warranty herein, ship to customer, at customer's expense and risk of loss, the repaired or replaced Products to the address for delivery set forth in the applicable order. Customer acknowledges and agrees that the remedies set forth in this Section 12 are customer's sole and exclusive remedies for any breach of the foregoing warranty. Except for returns processed in accordance with this section, all sales of Products to customer are final and customer has no right to return Products to CODAN without CODAN's prior written consent.
- 13. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CODAN DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO OUR PRODUCTS OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT.
- 14. Limitation of liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CODAN BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF USE, LOSS OF REVENUE,

LOSS OF PROFIT, OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS, INCLUDING DAMAGES RESULTING FROM MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE, OR NONUSE OF ANY OF OUR PRODUCTS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF CODAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CODAN'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING FROM OR RELATED TO THIS AGREEMENT AND ITS PRODUCTS, WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SALE OF THE PRODUCT GIVING RISE TO SUCH LIABILITY OR (B) \$100.

- 15. Indemnification.** Customer agrees to defend, indemnify, and hold CODAN harmless from any claims, suits, actions, costs, damages, liabilities, losses, and expenses (including reasonable attorney's fees) arising from or relating to (a) the delivery, use, or manufacture of Products to the customer's specifications, including any allegation for unfair competition, U.S. or foreign patent, trademark, or copyright infringement, (b) customer's breach of this Agreement, or (c) customer's use of the Products. This indemnification obligation is in addition to any other remedies available to CODAN provided by law or contract.
- 16. Security Interest in Goods.** CODAN retains and the customer hereby grants, a lien on and a security interest in the purchased Products to secure payment thereof. At our request, the customer agrees to execute and deliver to us a financing statement evidencing CODAN's security interest in the Products. The security interest granted under this section constitutes a purchase money security interest under the Uniform Commercial Code.
- 17. Compliance with Laws.** Customer's purchase of Products is subject to and customer is responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Products may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws. Customer will comply will all applicable laws relating to customer's purchase and use of Products under this Agreement.
- 18. Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. CODAN's rights and remedies are cumulative and can be used at any time. Any failure by us to insist on strict compliance by the customer with the terms and conditions set forth in this Agreement shall not be deemed or construed as a waiver by us of any future exercise of our rights. Any waiver by CODAN of any right or provision of this Agreement must in a writing signed by CODAN.
- 19. Governing Law.** This Agreement is governed by the laws of California without regard to its conflict of law rules. Any action or proceeding arising out of or relating to this Agreement must be filed in the applicable federal or state court in Orange County, California, and the customer irrevocably agrees to then venue of such courts and that any such court will have personal jurisdiction over the customer.
- 20. Force Majeure.** CODAN shall not be responsible or liable under this Agreement for its complete or partial failure to perform, or for a delay in performance under this Agreement due to an event beyond its reasonable control, including, but not limited to, acts of God, nature, hazardous weather conditions (actual or forecasted), wars (declared or undeclared), fires, riots or other hostilities, the imposition of governmental law, ordinances, rules, regulations, directives, and actions or omissions to act (valid and invalid) epidemics, global pandemics, sabotage or labor disputes.
- 21. Order of Precedence.** In the event of any inconsistency or conflict as to the rights and obligations of the parties under this Agreement and any other agreement between the parties, the terms of this Agreement shall govern and control.