

## STANDARD TERMS AND CONDITIONS – BRON TAPES, INC. AND AFFILIATES

Payment for the products described on the preceding quote or sales order (“Products”), constitutes agreement to the following terms and conditions (“Terms”):

**NOT FOR RESALE – The Products are sold only for your use and may not be resold to any person without Bron’s express written consent**

**1. Prices.** The quoted prices are valid only for the term set forth and following such term are subject to change by Bron Tapes, Inc. and its affiliates (collectively, “Bron”) at any time and without notice to you.

**2. Inspection and Acceptance; Returns.** If any item is defective or does not conform with your order, you must give notice to Bron of such defect or nonconformity within ten days after delivery. If no such notice is received, the Products will be deemed to conform to requirements and to have been irrevocably accepted by you. Drop Shipments and Custom Products may not be returned. Except as set forth in this Section 2, the Products will not be returned except with Bron’s permission. All requests for credit returns will be permitted at Bron’s sole discretion. Products may not be returned without a return merchandise authorization (“RMA”) may only be returned in accordance with all other instructions contained in the RMA. All approved returns are subject to a 25% restocking fee.

**3. No Warranties.** Bron provides the Products to you “as is.” Bron makes no warranties of any kind, either express or implied with respect to the Products and expressly disclaims any implied warranties of merchantability and fitness for a particular purpose or use, or any warranties relating to infringement of any third party rights or title in the Products. To the extent assignable, Bron hereby assigns all manufacturer warranties to end users of Products. Unless explicitly stated in this acknowledgement or any applicable invoice, Bron provides no warranty that the Products are sourced from a specific manufacturer. Bron will label Products with the applicable manufacturing date only upon request.

**4. Liability, Remedy.** Bron’s exclusive liability and your exclusive remedy with respect to Products proven to be defective or nonconforming will be replacement of such Products without charge or the refund of the purchase price, upon the return of such Products in accordance with Bron’s instructions.

**Bron will not in any event be liable for incidental, consequential or special damages of any kind resulting from any use or failure of the Products, even if Bron has been advised of the possibility of such damage, including liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of Products by you or any liability of yours to a third party on account of such loss, or for any labor or any other expense, damage or loss occasioned by such product including personal injury or property damage.**

**5. Billing and Credit Terms.** If terms are awarded, each invoice provided to you by Bron will be due and payable within 30 days following the date of invoice, unless otherwise negotiated. There will be a late charge assessed on the balance due beyond 30 days at a rate equal to the lesser of 1-1/2% per month or the maximum rate permitted by law. In the event of non-payment of charges or any amounts due Bron pursuant to any invoice, you will bear all costs of collection, including reasonable attorneys’ fees. Bron reserves the right to modify, suspend or terminate your credit terms in accordance with Bron’s standard credit policies. If Bron brings a claim against you to enforce any payment obligation, you will pay all of Bron’s collection costs, including reasonable attorneys’ fees.

**6. Force Majeure.** Bron will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, when such delay or failure results from a cause beyond its reasonable control. Such causes include acts of God, acts of the public enemy, acts or failures to act by the other party, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, shortages of raw material, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, delays in transportation, car shortages, and loss or damage to goods in transit.

**7. Taxes.** You will be responsible for the payment of all applicable taxes and other assessments in the nature of taxes however designated, on all Products purchased by you. Personal property taxes assessable on the Products after shipment to you will be your responsibility. To the extent Bron is required by law to collect such taxes (state or local), the net effect thereof will be added to invoices as separately stated charges and paid in full by you, unless you are exempt from such taxes and furnish Bron with a certificate of exemption at or before the time of sale. If you claim exemption from any taxes Bron is required by law to collect, you will hold Bron harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges. In addition, all payments will be made free and clear of any deduction for present or future withholding taxes.

**8. Delivery and Risk of Loss.** Unless otherwise agreed to in writing by the parties, all sales are EXW, place of shipment (Incoterms 2010). You will bear all risk of loss in transit. Unless otherwise instructed by you in writing, Bron will select the method of shipment by any reasonable means and may, in its discretion, arrange for insurance in transit by any reasonable insurer and under reasonable terms. All transportation, insurance and handling charges will be paid by you. Under no circumstances will Bron’s selection and contract for transportation, insurance and handling with respect to any shipment shift the risk of loss in transit or relieve you of your obligation to pay the full purchase price and other charges in respect of such shipment. In the event of any damage or loss occurring in transit, and unless otherwise instructed by you in writing, Bron may pursue claims for such damage or loss as your agent in its reasonable business judgment.

**9. Export Obligations.** You agree to comply with all United States export laws and regulations, and you will not export the Products outside the United States unless all necessary export licenses have been obtained. Bron will have no responsibility for obtaining any licenses necessary to import the Products into any country.

**10. Governing Law; Arbitration; Fees and Expenses.** This Agreement will be subject to, and governed by, the laws of the state of Colorado, U.S.A., without reference to any conflict of law principles.

Any claim or dispute between Bron and you or any of your agents or employees, whether common law or statutory, will be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time (the “Arbitration Rules”), in Denver, Colorado, under the authority of the Colorado Arbitration Act, and may not be the subject of litigation in any forum. Bron and you agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of the Bron, you, and all parties to such arbitration or proceeding.

**Each party, by acceptance of this order, voluntarily, knowingly and intelligently waives any rights such party may otherwise have to seek remedies in court or other forums, including the right to jury trial, and agrees that any proceedings to resolve or litigate any dispute, whether in arbitration, in court or otherwise, will be conducted solely on an individual basis, and that neither Bron nor you will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Bron or you acts or proposes to act in a representative capacity.**

The decision of the arbitrator will be final and binding, and judgment on the award by the arbitrators may be entered in any court of competent jurisdiction.

**11. Personal Information.** Bron is committed to protecting and respecting your privacy, and Bron will only use your personal information to administer your account, keep you informed of changes, and to provide the products and services you requested from us. By acceptance of this order, you authorize Bron to contact you via email with marketing information and promotional offers. In order to provide this additional content, we need to store and process your personal data. This is including but not limited to your First Name, Last Name, and Email Address. You can unsubscribe from these communications at any time here: (<https://brontapes.com/contact-us/>).

**12. Miscellaneous.** The failure of Bron to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, or to require at any time your performance of any of the provisions herein will not in any way be construed to be a waiver of such provisions. These

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Terms supersede any prior agreement or understanding relating to the Products and the sale of the Products to you is expressly conditional upon your assent to the terms set forth herein, which assent will be deemed given upon acceptance of the Products. Any modification of these Terms will be effective only to the extent they are reduced to writing and signed by Bron and you, and Bron will not be bound by any terms or conditions proposed in any purchase order or other document that are additional to or different from these Terms. In case any one or more of the provisions contained in these Terms will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of these Terms. These Terms will be construed as if such invalid, illegal or unenforceable provision had never been a part hereof. A reference in these Terms to “including” means “including but not limited to.”