



## **CRYSTAL GROUP, INC. GENERAL CONDITIONS OF SALE**

This is a Purchase Order (“Order”) between Crystal Group, Inc., (hereafter referred to as “Seller”), and Buyer identified on the face of this Order, (hereafter referred to as “Buyer”). The Order incorporates by reference these General Conditions of Sale.

### **1. Taxes**

Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use, receipts, excise, or similar taxes applicable to the sale, delivery, or use of said goods, services, and/or other deliverables (collectively referred to as “Goods”), and the Buyer expressly agrees to pay Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller. For purposes of Sections 5 through 9 of these General Conditions of Sale, Buyer shall mean the original purchaser of the Goods from Seller or the entity who first installs the Goods for such entity’s use.

### **2. Payment Terms**

Payment shall be made within thirty (30) days of receipt of a proper invoice. Notwithstanding any statement of terms or time of payment appearing on the face of the Order, Seller reserves the right to require payment in advance of shipment in the event Buyer fails to pay any invoice when due. In addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that title to any articles not fully paid for at the time of delivery to the Buyer shall be retained by and remain in Seller’s possession until said purchase price is fully paid.

### **3. Delivery & Title**

Goods shall be delivered according to the delivery schedule specified on the Order. In the absence of specific instructions, Seller will select the carrier to whom delivery will be made for shipment to Buyer. Except for its obligations under the sections hereof entitled “Limited Warranty” and “Patent and Copyright Indemnification”, all responsibility of Seller for said Goods ceases upon delivery to carrier – FCA Crystal Group, Inc. facility in Hiawatha, Iowa (Incoterms 2020). All claims to the carrier for Goods damaged or lost in transit shall be made by the Buyer.

All Goods shall be packaged by Seller in suitable containers to permit safe transportation and handling. Unless otherwise stated on the Order, early and partial deliveries are acceptable.

### **4. Limited Warranty**

Seller warrants to the Buyer that the Goods manufactured by it will be free from defects in material and workmanship under normal use and service for the time period specified herein. Seller’s sole obligation under this warranty shall be the repair or replacement of any part or parts which prove to be defective under normal use and service within five (5) years from the date of Goods manufactured. To receive the benefits of this warranty, the Buyer must return said allegedly defective part or parts to Seller’s facility in Hiawatha, Iowa, or other location specified by Seller, within the time period set forth above. Buyer bears the risk of loss or damage of Goods in transit from Buyer to Seller. The Buyer shall also pay the costs of shipping and handling for any service other than Standard Ground or Air Transportation from Seller’s factory to Buyer’s specified destination. Correction by Seller of the defects in the manner provided above shall constitute a fulfillment of all liabilities of Seller with respect to this warranty. Buyer shall pay all costs of removal of any part or parts and reinstallation thereof. Seller’s sole liability under this warranty shall be either (a) to repair or to replace, at Seller’s option, the defective part(s) in accordance with the above procedure, or (b) if Seller reasonably determines that it is unable to resolve the defect



by repair or replacement, to refund the purchase price upon return of the defective part(s) or Goods. The warranty period for repaired or replaced components shall be the remainder of the original warranty period for the repaired or replaced item. Specifically excluded from this warranty are any parts not provided by Seller. Seller will however provide the labor to remove, install, and test excluded parts at Seller's facility (or a facility authorized by Seller) to the extent that the Buyer agrees to purchase replacement parts or to the extent that an applicable warranty replacement is available from the OEM of the part. Under no circumstances will this warranty apply to any software products or preventative maintenance service.

THIS WARRANTY IS EXPRESSLY IN LIEU OF, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON SELLER'S PART. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF GOODS. SELLER'S WARRANTY SHALL NOT APPLY TO GOODS OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE.

THIS WARRANTY SHALL NOT APPLY TO ANY GOODS FROM WHICH THE ORIGINAL SERIAL TAG HAS BEEN REMOVED. SELLER MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY SELLER. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY PROXIMATE, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY AMOUNT DUE TO ANY CAUSE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOSS OF USE, COSTS OF DELAY, ETC. BUYER FURTHER AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY CLAIM OF ANY KIND, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR PRODUCT LIABILITY, ANY DELAY IN MANUFACTURE OR DELIVERY OF GOODS, OR FOR ANY FAILURE OF SELLER TO COMPLY WITH THIS ORDER SHALL BE THE REPAIR OR REPLACEMENT OF THE GOODS AS PROVIDED HEREIN.

#### **5. Indemnification by Resellers of Crystal Goods**

To the extent that the Buyer resells the Goods purchased hereunder, such Buyer agrees to indemnify, defend and hold harmless Seller from and against any costs, liabilities, losses, expenses, damages of whatever kind (including attorneys' fees) whether or not resulting from third party claims, resulting from or arising out of: (a) any representations, warranties or remedies given by such Buyer with respect to the resale of such Goods, which representations, warranties or remedies are in any way inconsistent with or in any way vary from Seller's express limited representations, warranties and remedies contained herein; or (b) any modification, combination, alteration, repackaging of or addition of features (including software) to Seller's Goods sold hereunder by someone other than Seller.

#### **6. Patent and Copyright Indemnification**

Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement by Seller of any United States patent or copyright covering, or alleged to cover, said Goods in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement by Seller and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be



non-infringing, or take back the infringing Goods and refund the purchase price less a reasonable allowance for use, damage or obsolescence. The foregoing indemnity shall not apply to the extent: (i) such claim or suit arises from the combination, alteration, or modification of the Goods from the form sold hereunder by any party other than Seller; or (ii) such claim or suit arises from a product design, specification or configuration provided by Buyer to Seller. Where a claim of infringement arises from a Buyer-provided design, specification or configuration, Buyer shall indemnify Seller in accordance with the above terms, modified as necessary to substitute Buyer for Seller.

## **7. Jurisdiction, Venue, and Time Limit for Claims**

Buyer knowingly and voluntarily consents to the jurisdiction of the state or federal courts in Linn County, Iowa, USA for the purposes of adjudicating any rights and liabilities of the parties pursuant to this Order. Any action or claim relating to the Goods sold hereunder must be commenced within one year after the cause of action has accrued. This Order shall be governed by and construed in accordance with the laws of the State of Iowa, excluding any conflict of law principles.

## **8. Termination**

This Order or any portion thereof may be terminated by Seller immediately upon notification to Buyer to the extent that any Goods contained in this Order are discontinued by Seller's suppliers or otherwise become unavailable. Buyer acknowledges that the Goods contained in this Order are specifically manufactured or procured, assembled, and fully tested for Buyer, and that Seller will incur substantial costs if this Order is cancelled by Buyer. ACCORDINGLY, THIS ORDER MAY NOT BE TERMINATED BY BUYER WITHOUT THE WRITTEN CONSENT OF SELLER AND PAYMENT OF THE GREATER OF: (I) ALL EXPENSES, COSTS, OVERHEAD, LOSS OF PROFITS OR OTHER FEES (COLLECTIVELY, "TERMINATION CHARGES") INCURRED OR FOREGONE BY SELLER IN CONNECTION WITH SUCH TERMINATION AS REASONABLY DETERMINED BY SELLER; OR (II) FIFTY PERCENT (50%) OF THE TOTAL PURCHASE PRICE OF THE ORDER.

## **9. Export Regulations**

Buyer understands and agrees that any Goods sold and any technical data provided hereunder may be subject to export and other foreign trade controls of the government of the U.S. restricting (i) the use of the Goods in systems designated for certain countries and/or (ii) the re-export of such Goods, as well as parts, components, accessories, updates, and fixes for such Goods, to certain countries and/or parties, including, but not limited to licensing requirements under applicable law and regulation of the U.S. Buyer agrees that no Goods (including parts, components, accessories, updates, or fixes thereof) of U.S. origin that are furnished by Seller will be re-exported except in full compliance with all relevant U.S. Government requirements.

## **10. Intellectual Property**

Intellectual Property ("IP") means inventions, discoveries, and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and other documented information; and computer software. "IP Rights" means all worldwide common law and statutory rights to the IP, including but not limited to rights under patents, industrial designs, trade secrets, copyrights, and mask work registrations. "Background IP" means all IP and IP Rights owned or controlled by Seller prior to the effective date or outside the scope of this Order. "Foreground IP" means IP and IP Rights first conceived, developed, or created by, for or with Seller either alone or with third parties, in the performance of this Order, including modifications to any Buyer Specification suggested by Seller. Additionally, it includes all IP rights therein to the extent that this property does not incorporate Background IP and is applied at the lowest practicable segregable level.

Each party shall retain and exclusively own all rights in its Background Intellectual Property and all Foreground Intellectual Property that it solely creates. Title and rights of jointly developed or created Foreground Intellectual



Property shall vest with the Seller. Seller hereby grants to Buyer a non-exclusive, perpetual, worldwide, non-sub-licensable right to use Seller's information, including Seller Proprietary Information, for the performance of this Order and any higher tier contract for which this Order was issued or use in its normal business operations.

#### **11. Force Majeure**

Neither party shall be liable for any cost, expense, liability, claim to the other for default or breach or for delay in deliver or performance hereunder due to causes beyond its control and without its fault or negligence, including but not limited to acts of war, fires, acts of God or the public enemy, strikes, pandemics, epidemics, any acts, restrictions, regulations, by-laws, refusals to grant a license or permission, prohibitions or measures of any kind on the part of any governmental authority, floods, freight embargoes, or delays of Seller's suppliers for like causes. Seller shall use its best efforts to remove the cause of delay and resume fulfillment of the Goods or work as soon as possible.

#### **12. Entire Contract**

The terms and conditions stated herein together with those appearing on continuation sheets, if any, comprise all terms and conditions, and agreements of the parties respecting the sale of Goods, and supersede any provisions on the face and reverse side of the Buyer's Order or any prior general agreement inconsistent with the provisions hereof. Acceptance by the Buyer of the Goods covered by these terms and conditions shall, absent a contrary agreement in writing signed by Seller, constitute acceptance of these terms and conditions. Without limitation of the foregoing, it is understood that in no event shall Seller have any liability for loss, damage, late delivery, or expense directly or indirectly arising from the use of the Goods, or any inability to use them either separately or in combination with other equipment or materials, or from patent or copyright infringement, or claim thereof, or from any breach of any other provision hereof, or any warranty, express or implied, or from any other cause. No modification hereof shall be valid unless in writing and duly signed by both parties.