

General Terms and Conditions of Sale

1.Applicability. These terms and conditions of sale (the “**Terms**”), together with any terms in the relevant quotation and the terms of Seller’s limited warranty, are the sole and exclusive terms and conditions which shall apply to the sale of the equipment (collectively “**Products**”) referenced in any quotation, proposal, order acknowledgement or purchase order from the Seller to Buyer unless a written contract signed by both parties concerning the Products exists, in which case the terms of such contract shall govern in the event of any conflict. “**Seller**” means **Arden Equipment Inc.**, a Delaware corporation, and “**Buyer**” means the purchaser of Products from Seller. In the event of any conflict between terms in a quotation by Seller and these Terms, the conflicting terms in the quotation shall prevail. The relevant quotation and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, communications and any of Buyer’s general terms and conditions of purchase, both written and oral. Any additional or different terms or conditions in documents provided by Buyer relating to such sale shall not apply to such sale, are hereby objected to by Seller and shall be of no force or effect. **Seller’s acceptance of any offer by Buyer to purchase the Products is expressly conditional upon the Buyer’s assent to all the terms and conditions herein, including any terms additional to or different from those contained in the offer to purchase. Your placement of a purchase order or acceptance of Products shall constitute your acceptance of this Agreement.**

2.Delivery Terms. Any dates or schedules which may be specified for the delivery of the Products are only estimates. The Products will be delivered within a reasonable time after the receipt of Buyer’s purchase order and any information requested by Seller, subject to availability of finished Products. Seller shall not be liable for any delays, loss or damage in transit. Seller shall deliver the Products to the location of Seller’s authorized dealer, or any other location designated by Seller in the quotation or order acknowledgement (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within 3 days of notice that the Products have been delivered to the Delivery Point. All prices are F.O.B. Delivery Point: Buyer shall be responsible for all loading and shipping costs and provide equipment and labor reasonably suited for shipping of the Products from the Delivery Point.

3.Risk of Loss, Title and PMSI. Title and risk of loss pass to Buyer upon delivery of the Products at the Delivery Point. Buyer hereby

grants to Seller, as security for the payment by Buyer of the purchase price of Products that are not paid in full prior to delivery, a purchase money security interest in all Buyer’s right, title and interest in and to such Products until full payment has been made. Buyer hereby authorizes Seller, pursuant to Article 9 of the UCC, to file UCC financing statements in such jurisdictions as Seller may deem appropriate in order to perfect its interest in the Products and proceeds thereof. Buyer agrees, upon request to (i) execute and deliver to Seller such UCC financing statements as Seller may request in order to perfect such security interest and (ii) assist and defend Seller, at Buyer’s costs, in connection with establishing and maintaining Seller’s priority of ownership interest in and to such Products as against claims of secured and unsecured creditors of Buyer. Buyer is prohibited from pledging or assigning or permitting any lien upon the Products, other than for the benefit of Seller to secure Seller’s interest until payment for such Products has been made in full.

4.Inspection and Rejection of Nonconforming Products. Buyer shall inspect the Products and notify Seller in writing of any Nonconforming Products within 3 days of receipt at the Delivery Point (the “**Inspection Period**”). “**Nonconforming Products**” means only the following: Product delivered is different than identified in Buyer’s purchase order. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion: (i) replace such Nonconforming Products, or (ii) credit or refund the Price, together with any reasonable shipping expenses incurred by Buyer. Buyer shall follow Seller’s or its authorized dealer’s instructions, regarding the disposal of the Nonconforming Products. Buyer agrees that the remedies in this Section are Buyer’s exclusive remedies for Nonconforming Products. With the exception of Nonconforming Products, Buyer has no right to return any Products to Seller for exchange or credit.

5.Price. Buyer shall purchase the Products from Seller at the prices (the “**Prices**”) set forth in the relevant quotation to Buyer. Any Price(s) and delivery schedule(s) quoted only apply to quantities quoted. All Prices are exclusive of all taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

6.Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller’s invoice or delivery, whichever is earliest. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in

collecting any payments, including, without limitation, reasonable attorneys’ fees and costs. In addition to all other remedies available under these Terms or at law, Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder.

7.Changes in Design. Seller and/or its suppliers, in their sole discretion, shall be entitled to make any changes in the design and fabrication of the Products.

8.Limited Warranty. Seller will repair or replace, free of charge, any Product that, in Seller’s reasonable judgment, has failed as a result of manufacturing defects in material and workmanship under normal use and maintenance for a period of twelve (12) months, subject to the terms of Seller’s limited warranty which is available at www.ardenequipmentinc.com or upon request (the “**Limited Warranty**”). The terms of the Limited Warranty are incorporated herein by this reference. Seller’s liability hereunder, for breach of warranty, negligence or otherwise is limited, at the sole discretion of Seller, to: (a) the replacement at the Point of Delivery of any Products found to be defective; or (b) to repair of such Products. **THE LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, TO THE FULL EXTENT AUTHORIZED BY LAW, IS IN LIEU OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. SELLER HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

9.Warranty Exclusions and Limitations. Seller’s limited warranty is subject to certain exclusions set forth in the Limited Warranty at www.ardenequipmentinc.com or upon request. Seller shall not be liable for a breach of the warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller’s authorized dealer within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products; and (iii) Seller reasonably verifies Buyer’s claim that the Products are defective. Seller shall not be liable for a breach of the warranty if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller.

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10.Liability Limitation. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL SELLER AND ITS AFFILIATES AND ITS PARENTS BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF TIME, INTERRUPTION OF OPERATIONS, INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN. IN CONNECTION WITH THE PRODUCTS, UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL THE TOTAL LIABILITY OF SELLER OR ITS AFFILIATES, PARENTS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR OTHER AGENTS EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY SELLER PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER FOR A PRODUCT.

11.Safe Use of the Products. Buyer, and the user of the Products, must take all necessary safety measures and are responsible for the Product's safe usage by their employees and agents and agree to hold harmless Seller from any consequences of the use by their employees and agents, notwithstanding any protection afforded to Seller or the user under any worker's compensation, disability benefits or employee benefits laws or regulations.

12.Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, shareholders, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by an Indemnified Party, relating to any claim of a third party or Seller arising out of or occurring in connection with the Products purchased from Seller or Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

13.Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

14.Intellectual Property Rights. Buyer acknowledges and agrees that: (a) any and all of Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors; (b) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under this Agreement; (c) Buyer shall use Seller's

Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of Seller. "**Intellectual Property Rights**" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names; (iv) works of authorship, expressions, designs and design registrations, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising anywhere in the world. Further, Buyer shall not: (a) take any action that might interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof; (b) challenge any right, title or interest of Seller in or to Seller's Intellectual Property Rights; (c) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller. Buyer shall also comply with any restrictions concerning any third-party software provided by Seller to Buyer as part of the Products or services.

15.Amendment; Waiver. These Terms may only be amended in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. Seller's authorized representatives are limited to c-level executives. No single or partial exercise of any right, remedy, power or privilege ("**Right**") hereunder precludes any other or further exercise thereof or the exercise of any other such Right.

16.Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including but not limited to natural disasters, embargoes, explosions, epidemics, pandemics, riots, wars or acts of terrorism, shortages of materials, carrier delays, strikes.

17.Governing Law; Jurisdiction. This Agreement, its interpretation and enforcement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Illinois, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

18.Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such

invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19.Miscellaneous. Any claim or action arising hereunder or in connection with the sale evidenced hereby, whether in contract, tort or otherwise, other than an action for failure to make payment must be commenced within one (1) year from the date the claim arises, or the cause of action accrues.

20.No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except that Seller's Indemnified Parties shall be deemed third-party beneficiaries of the indemnification provision of this Agreement, with a right to enforce it.

21.Confidential Information. All non-public, confidential or proprietary information of Seller and its affiliates and licensors, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.