STANDARD TERMS AND CONDITIONS OF SALE

1 **General.** In these Terms and Conditions of Sale (these "Terms"), Hardy Fall Protection Systems, Inc. is referred to as "Hardy", the party to whom Hardy's quotation or invoice is addressed is referred to as "Customer", and Hardy and Customer are collectively referred to as the "Parties" and each individually as a "Party". All sales of Hardy to Customer are subject to these Terms. Any quotation of Hardy is expressly conditioned upon review and acceptance of these Terms. These Terms, together with the applicable Hardy quotation(s) or other attachments or other purchasing documents executed by the Parties, constitute the entire agreement between the Parties (this "Agreement") with respect to the Products and any services provided by Hardy. Placement of an order for any Products by Customer shall constitute an acceptance of this Agreement. As used herein, "Products" means the equipment, spare parts, components, products and/or accessories and related documentation to be delivered to Customer under this Agreement.

2 **QUOTATIONS.** Quotations automatically expire 30 days after the date issued unless otherwise specified in the quotation. All quotations are subject to these Terms and Hardy's order acknowledgment. Orders become effective only when accepted by Hardy's written order acknowledgment.

3 **PRICES.** Unless otherwise stated in writing by Hardy, all prices quoted expire 30 days after the date they are provided to Customer with the following exceptions. Prices quoted are based on current pricing from all Hardy vendors and subcontractors. During the period of acceptance of a quotation, and throughout the approval, production, delivery, and/or construction of the project, prices will be subject to escalation based on all documented price increases received from Hardy vendors and subcontractors. Documentation consisting of vendor/subcontractor price increase announcements, escalation letters, revised price lists, etc., together with appropriate purchase order or pricing backup, will be furnished by Hardy upon Customer request. An invoice supersedes all previous quotations and proposals. Prices quoted are exclusive of transportation costs, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter in effect. In addition to the prices quoted or invoiced, Customer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Customer and Hardy. If Hardy is required to collect such taxes, fees, or charges, such amounts will appear as separate items on Hardy's invoice and will be paid by Customer.

4 **TERMS OF PAYMENT.** Unless otherwise stated in the quotation, all invoices shall be paid in full in U.S. dollars within 30 days of the invoice date. A late payment charge of one and one-half percent (1.5%) of the amount of the invoice may be charged for each month, or any portion thereof, that payment is overdue. Hardy reserves the right at any time and for any reason to require payment in advance or COD, or to otherwise modify, suspend, or terminate any credit terms previously extended.

5 **CANCELLATION; CHANGES.** Customer may not cancel or change an order without Hardy's written consent. Upon consent to cancellation or change, Customer must immediately pay termination charges based upon actual expenses and cost incurred in the production of the Products or in preparation of the supply of services to the date such termination is accepted by Hardy plus a reasonable profit, except that any Product completed on or prior to Hardy's acceptance of such termination or change shall be accepted and paid in full by Customer.

6 **DEFAULT.** If Customer (a) fails to pay all or any part of any invoice when due, (b) fails to observe or perform any of its other obligations under these Terms or (c) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes or a receiver is appointed for its assets, then all sums due or to become due from Customer to Hardy, may at Hardy's sole option, become immediately due and payable, and concurrently, or in the alternative, Hardy may, at its sole option, terminate any existing order(s) between the Parties and exercise any other remedies available to Hardy under law or equity.

7 **DELIVERY AND TITLE.** Products will be delivered FCA Hardy's facility (Incoterms 2020), with all risk of loss or damage to Products passing to Customer at the time of delivery to the shipping carrier. Title to the Products shall pass to Customer upon delivery, subject to Hardy's security interest in such Products as described below.

8 **SHIPMENTS; FORCE MAJEURE.** In the absence of specific shipping instructions, Hardy shall select a carrier who shall be deemed to act as Customer's agent. Hardy shall be under no obligation to ship via any carrier selected by Customer if such carrier does not comply with applicable laws. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Customer. Unless otherwise indicated, Customer is obligated to obtain insurance against damage to Products being shipped, and all Products will be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Hardy, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced. All shipping dates are approximate and Hardy may change the delivery date without penalty provided Hardy provides Customer with reasonable notice of such change. Hardy will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any Product or for any damages or losses suffered by Customer or any third party which are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, riots, storms, floods, fires, explosions, acts of God, pandemic, inability to obtain necessary labor or raw materials, failure of machinery or equipment, governmental regulation, delays or interruptions in transportation or any other causes beyond Hardy's reasonable control. In the event of such delay, the applicable shipment date(s) will be postponed to compensate for such delay. If Hardy's performance is rendered permanently impossible or impracticable, either Party may cancel the affected order(s) upon written notice to the other Party, and, upon such cancellation, Hardy will have no liability and Customer will be liable only for the pro-rated or allocated portion of such order(s) completed.

9 **SECURITY INTEREST.** Hardy hereby reserves for itself a purchase money security interest in all Products sold hereunder and the proceeds thereof, in the amount of the purchase price. In the event of default by Customer in any of its obligations to Hardy, Hardy will have the right to repossess the Products sold hereunder without liability to Customer. Such security interest will be satisfied by payment in full. A copy of the invoice and this Agreement may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage

to perfect Hardy's security interest. Upon request, Customer will execute such financing statements and other instruments as Hardy may request to perfect Hardy's security interest herein.

10 **LIMITED WARRANTY.** (a) Subject to the terms of subsections (c) and (d) below, Hardy warrants to Customer that the Products sold to Customer will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery (the "Warranty Period"). This limited warranty is non-transferable and shall extend only to Customer, and not to any third parties (including, without limitation, Customer's suppliers, customers, or any end users). Customer shall promptly notify Hardy of any breach of warranty in writing by describing the nature of the nonconformity. Unless Customer notifies Hardy of a breach of warranty within the Warranty Period, Hardy shall have no liability or obligation with respect to a breach of warranty.

(b) If Customer notifies Hardy of a nonconformance or defect in the Products that is determined to be a breach of warranty, Hardy, at its option, shall promptly repair or replace non-conforming Products, or issue a credit for the purchase price of the nonconforming Products, and shall pay the costs of any such repair or replacement, including transportation costs incurred in returning repaired or replaced Products to Customer unless (i) the Products are not defective, in which case Customer shall pay Hardy's reasonable costs of inspection and all transportation charges, or (ii) the Products are defective as result of the warranty exclusions described in subsection (c) and (d) below. Hardy reserves the right to inspect Products that are subject to warranty claims. Any defective Product that is repaired or replaced is warranted only for the balance of the initial Warranty Period. The remedies described above in this subsection are Customer's sole and exclusive right and remedy, and Hardy's sole and exclusive liability and obligation, for a breach of the warranty in subsection (a).

(c) The warranties in subsection (a) will not apply to Products or any part or component thereof that (i) fails or is damaged due to use or operation in excess of recommended capacities; (ii) has been changed or modified (unless the change or modification is made by Hardy or in accordance with written instructions of Hardy); (iii) has been misused, abused, damaged or neglected; (iv) is defective as a result of failure to use replacement parts and materials equivalent to Hardy's parts and materials; (v) fails after expiration of the Warranty Period; (vi) fails due to improper installation or repair (except for installation or repair provided or supervised by Hardy), operation or maintenance, (vii) fails due to failure or substandard performance of any non-Hardy supplied or approved equipment, component, product or system with which the Product is used, installed or operated, or (viii) has not been inspected by Hardy or a Hardy approved technician as recommended and at the intervals described in Section 12 below and in the operation, maintenance and user manuals for such Product. Hardy is not responsible for and to the maximum extent permitted by applicable law, Hardy shall not have any liability to Customer or any third party for any loss, damage or injury related to or resulting from the items described in Sections 10(c) above.

(d) Fall protection systems such as the systems quoted herein are designed and engineered to be supplied as a complete, integrated fall protection system(s). The system(s) may include accessory equipment such as harnesses, lanyards and special connectors and should only be used with accessories which are specifically designed for use with the system. Use of other accessory equipment not supplied by Hardy or not approved by Hardy in writing for use with the system, and any modifications or alterations of the system void all warranties; and in such circumstances Customer assumes full and sole responsibility for the dependability, integrity and performance of the entire system.

(e) Hardy warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner and in accordance with industry standards by employees, agents or subcontractors of Hardy who are experienced and skilled in their profession. Hardy's sole liability and obligation with respect to any services warranty shall be to re-perform, without charge to Customer, any services that fail to conform to the warranty made in this subsection (e).

(f) THE WARRANTIES IN THIS SECTION 10 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY HARDY, AND ALL OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HARDY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER PRODUCT SELECTION, MODIFICATION, MISREPAIR OR MISAPPLICATION. HARDY MAKES NO REPRESENTATIONS OF WARRANTIES WITH RESPECT TO PRODUCTS MANUFACTURED BY A THIRD PARTY.

11 **FALL PROTECTION SYSTEM(S) LOADS AND BUILDING STRUCTURE.** Unless otherwise stated in the quotation, the quotation is based upon the assumption that the existing structure to which the fall protections system is attached (if applicable) is able to withstand the loads imposed upon it by the fall protection systems. Hardy will determine the loads generated by the fall arrest systems in the event of a worst-case scenario fall. Hardy will design the structural connections to resolve those loads into the existing structure. Hardy will calculate the percentage of capacity required of the local structural members to which the fall arrest system is attached and make recommendations accordingly. Foundation placements for structural support frames have been located with regards to surface features only. Hardy will not be responsible for any underground obstacles of any kind. It is the responsibility of Customer to locate and mark any and all underground utilities.

12 **FALL PROTECTION SYSTEMS INSPECTION AND CERTIFICATION.** Fall protections systems will be tested and certified at the time of installation based on the requirements specified. To remain compliant with ANSI Standard Z359.6, and to maintain eligibility under the warranties set forth in Section 10(a), it is required that the entire system be inspected in compliance with the manufacturer's instructions when it has obvious signs of damage, when a fall occurs, and in any event, no less often than once per year, and must be recertified in accordance with ANSI Z359.6 at least once every five (5) years. Hardy may upon Customer request, provide this inspection. A price for the inspection service will be provided upon request.

13 **ACCESS.** Customer shall cooperate in good faith with Hardy in its performance of any services, provide safe access to the work site and access to utilities, information, equipment and employees as Hardy reasonably requires to perform any services. If delays are caused by Customer with access to work site or failure to provide equipment as noted in the quotation, Customer shall be required to pay Hardy's per diem rate of $650 per technician and pay all costs and fees associated with extra travel costs.

14 **INDEMNITY.** Customer hereby agrees to defend, indemnify and hold Hardy and Hardy's affiliates harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or other expenses (including reasonable attorney's fees) caused by, related to or arising from Customer's operations, use, sale or ownership of the Products, or other claims however arising in connection with the use or operation of the Products, unless caused by the gross negligence or willful misconduct of Hardy.

15 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HARDY AND ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HARDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT IN THE CASE OF CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HARDY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HARDY'S AND ITS AFFILIATES AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF ANY PRODUCT OR SERVICE EXCEED THE PURCHASE PRICE PAID TO HARDY FOR THE PRODUCT OR SERVICE WITH RESPECT TO WHICH SUCH LIABILITY IS BASED. THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

16 **SUBSTITUTIONS AND MODIFICATIONS.** Hardy reserves the right to (i) make substitutions and modifications in the specifications of Products sold by Hardy, provided that such substitutions or modifications do not materially affect overall Product performance, and (ii) discontinue or otherwise end-of-life any Product sold hereunder.

17 **PROPRIETARY RIGHTS.** All rights to and in any and all copyrights, patents and trademarks in the Products are the sole and exclusive property of Hardy, including, but not limited to, all patent rights, copyright rights, designs, engineering details, know-how and trade secrets, associated with such Products ("Hardy's Intellectual Property"). Customer hereby acknowledges that it does not have, and shall not acquire by virtue of any purchase order or this Agreement, any rights or license to or under Hardy's Intellectual Property with respect to any Products and components, parts and accessories therefor, including, without limitation, any right and/or license to reconstruct or reverse engineer the Products. Hardy reserves the right to modify any Product that is alleged or found to infringe any patent to make it non-infringing and/or to substitute a non-infringing product for any Product that is alleged or found to infringe any patent, and Customer must permit Hardy to modify, at Hardy's option and expense, any Product that is alleged or found to infringe any patent to make it non-infringing and/or to substitute, at Hardy's option and expense, a non-infringing product for any Product that is alleged or found to infringe any patent; provided, however, that any such modified Product or substitute product must be equivalent or superior in all material respects in form, fit, function, performance and quality to the Product that is modified or for which it is substituted.

18 **NOTICES.** Any notice contemplated by or made pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of delivery if delivered (i) personally, (ii) by express delivery service or overnight carrier at the addresses set forth on the face of Hardy's quotation or to such other address that may be designated by the receiving party in writing or (iii) by electronic mail to such Party at the e-mail address of such Party, with confirmation sent by one of the methods set forth in subsections (i) and (ii) above. A notice given by any means other than as specified herein will be deemed duly given when actually received by the addressee. The Parties agree that purchase orders, quotations, order acknowledgements and confirmations may be delivered via email at such email addresses as the Parties provide to each other from time to time and without confirmation delivery by the methods set forth in subsections (i) and (ii) above.

19 **IMPORT AND EXPORT REQUIREMENTS.** Customer shall, at its own expense, pay all import and export licenses and permits, pay all value-added and other VATs, customs charges and duty fees, and take all other actions required to accomplish the export and import of the Products purchased by Customer. Customer understands that Hardy may be subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibits export or diversion of certain technical products to certain countries. Customer warrants that it will comply in all respects with the export and re-export restrictions set forth in the export license for every Product shipped to Customer.

20 **APPLICABLE LAW, JURY TRIAL WAIVER, JURISDICTION, AND LIMITATION ON ACTIONS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of law provisions. Customer shall not bring any action relating to any dispute Customer may have after one (1) year of the accrual of such dispute. Any action or proceeding arising out of or relating to this Agreement may be brought in the state courts for Los Angeles County, California and the federal courts for the Central District of California (Western Division) and each of the parties irrevocably submits to the jurisdiction of such courts in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. The U.N. Convention on the International Sale of Goods is expressly excluded.

21 **ENFORCEMENT.** Customer will be responsible for and shall reimburse Hardy for all costs and expenses, including without limitation reasonable attorneys' fees and disbursements, incurred by Hardy in enforcing any term or condition in this Agreement.

22 **ASSIGNMENT.** This Agreement shall bind and inure to the benefit of each Party's successors and assigns, including, without limitation, any entity into which Hardy shall merge or consolidate. Customer may not assign, directly or indirectly, by operation of law or otherwise, any of Customer's rights or obligations under this Agreement without Hardy's prior written consent. Any attempted assignment, delegation, or transfer by Customer without such consent shall be void. Hardy may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Customer's consent. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

23 **CONFIDENTIALITY.** Customer acknowledges that all technical, trade secret, proprietary, business and other non-public documentation, information and materials disclosed to or learned by Customer hereunder or in relation to the Products shall be considered Hardy's confidential information (the "Confidential Information"). Customer hereby agrees: (i) to hold and maintain in strict confidence all Confidential Information of Hardy; and (ii) not to use any Confidential Information of Hardy except as necessary to operate, maintain and service the Products. Customer will use at least the same degree of care to protect the Hardy's Confidential Information as it uses to protect its own confidential information of like importance, and in no event shall such degree of care be less than reasonable care. Customer agrees that it will only provide Confidential Information to those employees who have a need to know for the purposes hereunder. Customer agrees that it shall not disclose the Hardy's Confidential Information to any third party, including third party contractors, without written authorization from Hardy. Customer will be responsible for any breach of this Section 23 by it or any of its employees or representatives and will indemnify and hold harmless Hardy and Hardy's affiliates for any costs, expenses or losses incurred or suffered by any of them as a result of such breach. Customer (a) acknowledges that a failure to comply with this Section 23 will cause Hardy irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for Hardy and (b) consents to Hardy obtaining from a court having jurisdiction, specific performance, an injunction, a restraining order or other equitable relief in order to enforce such provision. Hardy's right to seek and obtain any such relief is in addition to, and not in lieu of, any other remedy to which it is entitled under applicable law (including without limitation monetary damages).

24 **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement will remain in full force and effect.

25 **RELATIONSHIP OF PARTIES.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

26 **ENTIRE AGREEMENT.** This Agreement, comprises the entire agreement between the Parties and supersedes any other agreements or offers, including any purchase order of Customer, prior or contemporaneous oral or written understandings, or communications relating to the subject matter hereof. Any purchase order or other communication from Customer that contains terms and conditions in addition to or inconsistent with these Terms will not be binding upon Hardy, unless acceptance of those terms and conditions is made in writing by an authorized representative of Hardy. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. The failure by Hardy to enforce any provision hereof will not be construed as a waiver of such provision or of Hardy's right to enforce such provision. This Agreement cannot be amended orally or by any course of conduct by either Party, but may only be amended by a written agreement executed by the Parties.

[Revised: October 2024]