

## CUSTOMER TERMS & CONDITIONS

### 1. Acceptance.

THESE TERMS AND CONDITIONS GOVERN SALES OF PRODUCTS (“PRODUCT” or “PRODUCTS”) AND/OR SERVICES (“SERVICE“ or “SERVICES”) UNDER ANY PURCHASE ORDER ISSUED TO PATTERSON MOLD AND TOOL (“PATTERSON”). THESE TERMS AND CONDITIONS SET FORTH HEREIN TOGETHER WITH ANY ADDITIONAL TERMS AND CONDITIONS PROVIDED BY PATTERSON TO CUSTOMER (collectively “THE GOVERNING TERMS”), ARE IN LIEU OF, REPLACE AND SUPERSEDE ANY AND ALL TERMS AND CONDITIONS SET FORTH ON CUSTOMER’S REQUEST FOR QUOTATION, PURCHASE ORDER, APPLICABLE SPECIFICATIONS, OR ANY OTHER DOCUMENT PROVIDED BY CUSTOMER. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS PROVIDED BY CUSTOMER SHALL NOT BE BINDING IN ANY WAY ON PATTERSON. IF CUSTOMER HAS NOT OTHERWISE ACCEPTED THE GOVERNING TERMS, THEN CUSTOMER’S ACCEPTANCE OR DELIVERY OF, OR PAYMENT FOR, THE PRODUCTS AND/OR SERVICES SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THE GOVERNING TERMS. No waiver or amendment of any of the provisions of the Governing Terms shall be binding on Patterson unless in a writing and signed by the parties. Customer further acknowledges and agrees that Patterson may amend, any or all of these Terms and Conditions at any time without notice, and that Customer’s relationship with Patterson will be governed by these Terms and Conditions, as amended. Any amendment will be reflected on Patterson’s website and Customer is encouraged to periodically review the Terms and Conditions posted on the website.

### 2. Terms of Payment.

Unless otherwise stated in the written quotation from Patterson to Customer, all invoices for Products and/or Services are due and payable thirty (30) days from the date of invoice. Past due accounts will be charged interest at an annual rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is lower. Patterson retains a purchase money security interest under the Uniform Commercial Code in each state in which performance is to take place in the Products sold until payment in full has been made. In the event of default by Customer under this Agreement, Patterson shall have all the rights and remedies of a secured creditor under the aforementioned UCC provisions. Customer agrees to execute such financing statements and other documents as Patterson may request in order to perfect Patterson’s security interest. Additionally, Customer acknowledges that Patterson will have a lien on tooling and/or other property owned by Customer which is in the possession of Patterson to secure full payment of that portion of past due invoices not subject to valid dispute for Products made using such tooling and/or other property. All deliveries of Products and performance of Services shall at all times remain subject to the credit approval by Patterson, and Patterson may at any time decline to make any shipments or deliveries, or perform any services, pending receipt of payment or the provision of adequate assurance satisfactory to Patterson.

### 3. Prices.

Product prices are EX Works Patterson's facility, and all transportation costs are the responsibility of Customer, unless otherwise agreed to in writing by Patterson. All prices are in United States dollars. Prices do not include any applicable sales or use taxes, tariffs, customs and other duties and other similar taxes and charges, applicable to the finished Products, which shall be the responsibility of Customer and added to the stated Product prices if paid for by Patterson.

### 4. Price Adjustments.

a. The Product price for each Product was determined based on the specifications for the Product agreed to in writing by Patterson and Customer ("Applicable Specifications"). If a change is made to the Applicable Specifications or an error is found in the Applicable Specifications for any Product, the Product price of the affected Product will be equitably adjusted up or down to reflect such change or error as applicable. Neither party may change any dimensional feature or cosmetic attribute written on the Applicable Specification for a Product without the express written agreement of the other party. In addition, a revised Purchase Order reflecting agreed upon new pricing shall be provided to Patterson before commencing further manufacturing of the affected Product in accordance with the revised Applicable Specification.

b. The Product price includes packaging and handling in accordance with the terms of the purchase order, and if Customer requests any deviations or changes, the Product price shall be equitably adjusted to reflect such increase or decrease in cost.

c. Customer may from time to time by notice to Patterson make reasonable changes to the materials, testing, time or method of delivery or shipment, or similar requirements. At Patterson's request with appropriate supporting documentation, the parties will agree upon an equitable adjustment to the agreed upon prices, times for performance and other affected terms as a result of Customer's changes. Patterson shall not proceed with any Customer requested change until the adjustment has been agreed to by Patterson and Customer. Purchase order change requests must be in writing signed by Customer's authorized representative. Customer will not unreasonably withhold or delay consent to a Contract change proposed by Patterson.

### 5. Ordering.

Purchase Order shall mean: a. an order for a specific quantity of Products ("Standalone Order") or b. a blanket purchase order for a specific quantity of Products under which written paper or electronic releases are issued setting forth product delivery requirements for which Patterson must accept each such release in writing ("Blanket Order"). A Standalone Order and Blanket Order are collectively referred to as an 'Order'. The time frame for providing releases, delivery time, ordering quantities and other specific ordering criteria shall be set forth in the applicable Order. Patterson shall have no obligation to supply Products with shorter delivery times or larger order quantities than specified in the Order.

6. Delivery and Quantity Verification.

a. Delivery of Product is Ex Work Patterson's facility. Delivery shall be deemed complete at point of loading onto carrier at Patterson's loading dock. Upon delivery of the Products as contemplated herein, title to Products will pass to Customer who will then be solely responsible for and bear the entire risk of any loss or damage to the Products. Customer shall be responsible for all costs of transportation and insurance of Products from point of origin.

b. Customer is responsible for providing written instructions related to shipping and packaging for all Product shipments, both domestic and export.

c. Patterson will use commercially reasonable efforts to make all deliveries, whether full or partial, in accordance with the delivery schedule set forth on the face of the Order or contained in written releases pursuant to valid Blanket Orders from Customer issued within stated lead times for ordering Products.

d. Customer shall have fifteen days from date of receipt of Products to inspect and notify Patterson of any inaccuracies in quantities shipped, failing which, such quantities shall be deemed to be accurate.

e. Customer may, upon reasonable advance notice to Patterson, inspect production processes and property during normal business hours and, subject to Patterson's prior written approval, conduct testing at Patterson's premises for the sole purpose of verifying Patterson's performance under the Contract. Patterson may restrict Customer's access as necessary to protect proprietary information and may require appropriate confidential protection covenants, indemnification and releases.

7. Cancellation and Returns.

No order or release may be cancelled and no Products sold may be returned without the written consent of Patterson.

8. Limited Warranty.

a. Products supplied by Patterson shall at the time of delivery:

i. Be free and clear of all liens, claims and encumbrances of any creditor of Patterson;

ii. Conform to the Applicable Specifications;

iii. Have been manufactured in conformance with all applicable laws;

iv. Be free from material defects in workmanship and materials;

b. Patterson's sole warranty with respect to Services is that the Services will be performed in a workmanlike manner consistent with the level of care and skill ordinarily exercised by service providers providing similar services under similar conditions.

c. The warranties in 8(a) and 8(b) above shall expire twelve (12) months after the date of delivery of products.

**d. THIS WARRANTY AND ANY OTHER REPRESENTATIONS AND WARRANTIES CONTAINED IN THE GOVERNING TERMS ARE IN LIEU OF AND SUPERSEDE, EXCLUDE AND EXTINGUISH ANY OTHER WARRANTY, REPRESENTATION, ASSURANCE, GUARANTEE, OR OBLIGATION WHATSOEVER (WITHOUT LIMITATION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE OR OTHERWISE WHETHER EXPRESS OR IMPLIED OR OTHERWISE AND WHETHER ARISING AT COMMON LAW OR STATUTE, CUSTOM, USAGE, COURSE OF DEALING OR OTHERWISE) IN RELATION TO THE PRODUCTS AND SERVICES AND THE SUPPLY OF SUCH PRODUCTS AND SERVICES HEREUNDER, AND PATTERSON EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** ONLY THE APPLICABLE SPECIFICATIONS WILL GOVERN AND IF PRE-PRODUCTION SAMPLES, DESCRIPTIONS OR DRAWINGS ARE PROVIDED TO ANY PARTY, SUCH SAMPLES, DESCRIPTIONS OR DRAWINGS SHALL HAVE BEEN FOR GENERAL INFORMATION PURPOSES ONLY AND SHALL NOT BE DEEMED A WARRANTY BY SAMPLE, DESCRIPTION OR MODEL, OR OTHERWISE HAVE ANY LEGAL EFFECT. Customer acknowledges that the design and Applicable Specifications of each Product originated with Customer. Without limiting the generality of the foregoing, the above warranties do not apply to and Patterson shall not be responsible for any defect, non-conformity or failure resulting from: (i) Property or Tooling (as defined herein) supplied by Customer or procured from a source other than Patterson, including a directed supplier; (ii) any alterations, machining or finishing of the Product whether by Customer, its customers or others, after delivery by Patterson; (iii) compliance with the Applicable Specifications; or (iv) the integration or interaction of the Products with systems or components not supplied by Patterson. Customer's exclusive remedy under this Section is for Patterson, at Patterson's discretion, to replace, repair, or refund the purchase price of any Product not in compliance with the warranty. Patterson shall be entitled to the return of all non-conforming Products at Customer's expense. In no event will Patterson be responsible for the cost of procuring substitute Product by the Customer. For all warranty claims, Customer shall comply with Patterson's return procedures for the return and validation of any non-conformity. To the fullest extent possible, Customer will provide Patterson with access to any available warranty data related to the Products and any available field-returned Products. Customer will also provide Patterson with an opportunity to participate in any root cause analysis performed by Customer concerning the Products.

9. Default.

- a. Any one of the following events shall constitute an event of default by Customer:
- i. Failure to make payment on any invoice when due, excepting out any portion which is subject to valid dispute;
  - ii. Failure to accept conforming Products or Services supplied hereunder;

iii. The return of any Products delivered without the prior written consent of Patterson;

iv. The filing of a voluntary or involuntary petition in bankruptcy by or against Customer, the institution of any proceedings in insolvency or bankruptcy (including reorganization) by or against Customer, the appointment of a trustee or receiver of Customer, or an assignment for the benefit of the Customer's creditors; or

v. Any other breach of any of the provisions hereof.

b. In the case of an event of default by Customer, if Customer fails to cure such default within fifteen (15) days, Patterson may, without limiting any other remedies which it may have in law or equity, by written notice to Customer, terminate the Order covered hereby, any release, or any part thereof, without any liability whatsoever.

c. No delay or omission to exercise any right or remedy available to Patterson in the event of an event of default or otherwise shall impair any such right to Patterson's remedies or constitute a waiver of any breach or default.

## 10. Indemnification.

### 10.1 Patterson's Indemnification.

Subject to Customer's duty to mitigate and to the limitations on liability set forth in Section 8, Patterson will indemnify Customer against third-party claims or demands for injury or death to persons, property damage, and any resulting direct damages, losses, costs, and expenses (including reasonable legal fees), if and to the extent caused by Patterson's delivery of Products or Services that do not conform to the warranties explicitly contained herein, or its grossly negligent acts or omissions in its provision of the Products or Services. This indemnity will not apply to the extent that the injury, loss, or damage results from causes for which Patterson is entitled to indemnification under Section 10.2.

### 10.2 Customer's Indemnification.

Customer will indemnify and defend Patterson against third-party claims or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable legal fees), regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, if and to the extent caused by (1) Customer's design of the Products or the Applicable Specifications, including without limitation that the Applicable Specifications violate the intellectual property rights of any third party; (2) any alteration or improper repair, maintenance, handling, or installation or other handling of the Products by anyone other than Patterson; (3) the integration or interaction of the Products with systems or components not supplied by Patterson; and (4) Property supplied by Customer or procured from a source other than Patterson, including a directed supplier.

### 10.3 Procedure.

The party seeking indemnity (“Indemnitee”) will notify the other party (“Indemnitor”) promptly after it becomes aware of the basis for a claim hereunder. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products (and related systems and components) and an equitable allocation of responsibility among all responsible parties. Each party may examine and test all available Products and related systems and components that are subject to a third-party claim. Indemnitor will inform Indemnitee of settlement discussions where indemnity has been or will be sought.

11. Tooling and Other Property.

a. Customer may provide tooling, dies, gauges, fixtures (“Tooling”) necessary to cast, trim, machine and gauge the Products, as agreed to in writing in advance by Patterson. Customer shall be responsible for the cost of Tooling. Customer shall retain ownership of all Tooling and supplies, materials, and other equipment related to the Tooling or otherwise owned and provided by Customer (“Other Property”) which it provides directly to Patterson. Customer will be responsible for personal property taxes assessed against Customer’s Tooling and Other Property. Any Tooling and Other Property procured through Patterson shall become Customer’s upon payment in full by Customer. Unless otherwise stated in the applicable Order, payment for Tooling and/or Other Property is due: (i) one third on issuance of the purchase order; (ii) one third upon completion or receipt of the Tooling and Other Property by Patterson; and (iii) one third upon completion of testing, acceptance of sample parts or commencement of production, whichever is earlier.

b. Until receipt of full payment by Patterson for such Tooling or Other Property or on any invoice for Product made from such Tooling and/or Other Property, Patterson shall have a lien on such Tooling and/or Other Property.

c. While in the possession of Patterson, Tooling and Other Property shall remain the property of Customer and shall only be used by Patterson for the manufacture of Customer’s Products. Patterson shall not make any modifications to Customer owned Tooling and Other Property without the written consent of Customer

d. Patterson shall have no responsibility for the maintenance or upkeep of, or the maintenance of any records with respect to, any Tooling or Other Property.

e. Patterson shall not be obligated to use any Tooling or Other Property, for any reason in Patterson’s sole discretion, including if the resultant Product as produced on the Tooling will not be able to conform to the Applicable Specifications for that Product.

f. Patterson may request Customer provide proper disposition instructions in writing for any Tooling and Other Property if inactive for a period of one (1) year. Tooling must be removed from Patterson’s facility within 60 days of written notice by Patterson unless otherwise agreed by the parties. If Customer does not respond to Patterson within such 60 day period, Customer acknowledges that Patterson may dispose of such Tooling and Other Property without further liability. Customer shall be responsible for shipping the Tooling to and from Patterson’s facility and shall be responsible for all loading and freight costs.

12. Force Majeure.

A party shall be temporarily excused from performance to the extent that nonperformance is caused by acts of God, labor disputes, governmental actions, orders or regulations, national emergencies, pandemics, epidemics, disease, quarantines, unavailability of raw materials, supplies or energy, or any other similar cause beyond the reasonable control of the non-performing party.

13. Confidentiality.

“*Confidential Information*” means, any information whether disclosed in writing, orally, visually, by demonstration, observation or otherwise: (a) all confidential information disclosed to one party by the other party pursuant to any non-disclosure agreements between the parties; (b) all business, operational, manufacturing, financial and technical information, including, without limitation, all specifications, formulations, designs, technology, manufacturing processes, quality control standards, data, drawings, documents, procedures, know-how or related information, customer names, pricing and costing data, marketing information, market studies, financial reporting information and other information given by one party to the other; and (c) any other information disclosed to one party by the other party which would reasonably be understood to be confidential. Confidential Information does not include any information which: (i) was already known by the recipient at the time of disclosure; (ii) is or becomes generally known to the public without breach by the recipient; (iii) is rightfully received from a third party without restriction on disclosure and not in breach of any obligation of confidentiality; or (iv) is independently developed by the receiving party without use of the information received from the disclosing party. The party which acquires (“Receiving Party”) Confidential Information of the other party (“Disclosing Party”), shall not disclose any Confidential Information of the Disclosing Party to anyone other than its or its affiliates, officers, directors, employees, contractors or authorized representatives and agents of the receiving party who have a need to know the information in connection with performing the obligations of such party hereunder and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall exercise the same degree of care to prevent disclosure of any Confidential Information received from the disclosing party hereunder as it takes to preserve and safeguard its own confidential information but, in any event, no less than a reasonable degree of care. In the event of any loss or improper disclosure of the proprietary information, the Receiving Party shall promptly notify the Disclosing Party. The foregoing notwithstanding, a party may disclose Confidential Information to the extent required by or permitted by applicable law, court order, subpoena, or request by federal or state banking regulators, provided the other party is given notice (if permitted) and sufficient opportunity to intervene.

14. Independent Contractors.

Patterson and Customer are independent contractors and nothing in this Acknowledgement shall be interpreted to constitute either Patterson or Customer as the partner, employee or agent of the other. Nor shall either Patterson or Customer have the authority to assume or create any liability or obligation, express or implied, on behalf of, or bind in any manner, the other party.

15. Remedies; Limitations.

Except as specifically provided in the Governing Terms, the rights and remedies provided to a party hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to such party at law or in equity. **IN NO EVENT SHALL PATTERSON HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, ECONOMIC OPPORTUNITY, MARKET SHARE OR BRAND VALUE) CLAIMED BY CUSTOMER OR OTHERS IN CONNECTION WITH ANY OF THE PRODUCTS DELIVERED OR SERVICES PROVIDED TO CUSTOMER IN THIS AGREEMENT, WHETHER OR NOT PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY, IF ANY, OF PATTERSON FOR ALL DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT RELATED AND DAMAGES FOR INJURY TO PERSONS OR PROPERTY, WHETHER ARISING FROM PATTERSON'S BREACH OF THE GOVERNING TERMS, BREACH OF WARRANTY, INDEMNITY, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THE PRODUCTS OR ANY SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE PAID FOR THE PARTICULAR PRODUCTS OR SERVICE.**

16. Successors and Assigns.

Customer shall not assign its rights or delegate its obligations hereunder without the consent of Patterson. The rights and obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

17. Waivers.

No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, nor any single or partial exercise thereof, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

18. Entire Agreement; Amendments.

The Governing Terms constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous oral and written agreements and understandings regarding the subject matter hereof. The Governing Terms shall not be supplemented or contradicted by course or dealing, usage of trade or course of performance under this or other agreements. No purchase order or other document provided by Customer shall contain any terms concerning the purchase and sale of Products or Services not contained in the Governing Terms or terms modifying any terms contained in the Governing Terms. To the extent any such terms are contained in any purchase order or other document from Customer, such terms shall not be binding on either party and shall be superseded by the Governing Terms. The Governing Terms may not be modified or amended except by written agreement



which specifically references the Governing Terms and which is signed by both parties. The Governing Terms are incorporated by reference into each purchase order.

19. Severability.

If any provision of the Governing Terms is determined to be illegal or unenforceable, the remaining provisions of the Governing Terms Sale shall not be affected thereby.

20. Governing Law.

The Governing Terms shall be governed by Delaware law.