



Terms and Conditions

ACCEPTANCE OF TERMS AND CONDITIONS. Goods (“**Products**”) and services (“**Services**”) provided by

PRIDE Industries (“**PRIDE**”) to the customer on the service/purchase order (“**Customer**”) are sold only on these Terms and Conditions, (together with the accompanying service/purchase order(s), the “**Agreement**”) and PRIDE’s performance of this Agreement is expressly made conditional on Customer’s agreement to these Terms and Conditions unless otherwise specifically agreed to in writing by the parties. Notwithstanding any contrary provisions, this Agreement shall take precedence over any and all terms or conditions proposed, referenced, or included by the Customer. PRIDE’s commencement of performance, fulfillment of obligations, or delivery of products or services shall not be construed as acceptance of any Customer terms and conditions unless expressly agreed to in writing by both parties.

Acceptance by Customer of any Products or Services shall be deemed acceptance of the terms and conditions stated in this Agreement. By accepting delivery of Products and Services provided under this Agreement, Customer agrees it has the necessary authority to bind Customer to this Agreement. In addition, Customer acknowledges and agrees that the Products or Services ordered by Customer and furnished by PRIDE under this Agreement are custom made for Customer. Finally, the parties agree that these Terms and Conditions with the accompanying service order acknowledgement expresses the entire agreement between them and no other agreement, quotation, statement or representation shall be binding on a party unless reduced to writing and signed by each party.

Additional provisions may be attached as exhibits to, or incorporated into, this Agreement, if applicable. To the maximum extent possible, such terms shall supplement the terms and conditions contained herein. If any conflict arises between the provisions, the Supplemental Terms and Conditions shall prevail.

GENERAL TERMS AND CONDITIONS

PAYMENT TERMS AND TAXES. Customer agrees to pay for all Products or Services provided to Customer within thirty (30) days following the date of invoice. Any disputes or errors relative to an invoice must be reported in writing within thirty (30) days from date of invoice; if Customer fails to raise a good faith dispute during such timeframe, the invoice shall be deemed final and undisputed. Fees shall include, and PRIDE shall be responsible for, all expenses and taxes incurred by PRIDE in connection with providing the Products and/or Services. Customer shall be responsible for all applicable sales and use

taxes due to any federal, state, or local taxing authority under this Agreement.

PRICING. All pricing for Products and/or Services under this Agreement shall be governed by the corresponding service/purchase order(s) issued by Customer and accepted by PRIDE through a service order acknowledgment. Any changes in pricing must be mutually agreed upon by the parties in writing.

RESCHEDULING/CANCELLATION. Any cancellation request by Customer must be given to PRIDE at least thirty (30) days in advance of the cancellation date. Customer shall not reschedule or cancel any Services/Products or accepted order without PRIDE’s prior written approval; however, such approval will not be unreasonably withheld, conditioned, or delayed. If the parties agree to reschedule or cancel, Customer will pay PRIDE for additional costs incurred by PRIDE to reschedule or in the case of cancellation, Customer shall pay PRIDE reasonable cancellation charges, which shall include all expenses then incurred and commitments made by PRIDE. Additional costs may include, but are not limited to expedited fees, labor costs, and freight costs. Customer may request performance be suspended upon the giving of at least thirty (30) days prior written notice to PRIDE, provided, however, that Customer is liable for any adjustments to the contract amount (such as costs related to changes in equipment or increased labor or materials costs) and adjustments to the timeframe for performance resulting from Customer’s decision to suspend performance. Any adjustment to the timeframe for performance must be agreed upon by the parties in writing. PRIDE will resume performance under this Agreement only after all necessary adjustments to pricing, timeline, or otherwise have been set forth in a writing signed by both parties.

INDEMNIFICATION. PRIDE agrees to hold harmless, defend, and indemnify Customer and its officers, directors, employees and agents (each an “**Indemnified Party**” and collectively, “**Indemnified Parties**”) from and against any and all claims, damages, losses, penalties, fines, judgments, and expenses (including without limitation attorneys’ fees and costs) (collectively, “**Losses**”) arising out of: (i) the performance of the Services, except to the extent that such Losses are caused by the gross negligence or willful misconduct of the Customer; and (ii) any breach or default in the performance of any of PRIDE’s obligations hereunder including, without limitation, any breach of any warranty or representation. PRIDE shall not consent to the entry of any judgment or enter into any settlement with respect to any Loss that includes an admission of wrongdoing by Customer without the prior written consent of Customer (not to be unreasonably withheld).

LIMIT ON LIABILITY. PRIDE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY ANY PERSON OR ORGANIZATION RESULTING FROM ANY CAUSE RELATED

TO THE MATERIALS, PRODUCTS, GOODS OR SERVICES UNDER THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR KNOWN BY THE PARTIES. IN NO EVENT SHALL PRIDE’S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER OF: (i) THE AMOUNT PAID TO PRIDE FOR THE PRODUCTS OR SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM; OR (ii) THE ACTUAL COST TO REPAIR, RESTORE, AND/OR REPLACE THE DAMAGED PRODUCTS OR REPERFORM THE SERVICES. THE REMEDIES SET FORTH HEREIN SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND PRIDE’S ENTIRE LIABILITY FOR ANY BREACH OF PRIDE’S OBLIGATIONS UNDER THIS AGREEMENT.

DISCLAIMER OF WARRANTIES. Unless otherwise stated in the Agreement or Supplemental Terms and Conditions below, the Materials (as defined herein, Products, and Services under this Agreement are provided “AS IS” and PRIDE makes no warranties, express or implied, and ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY PRIDE. PRIDE will not be liable or responsible for any loss, injury or damage to persons or property resulting from the Services, Materials, Products or any other materials provided for under this Agreement, or for the failure or delay by PRIDE in the performance of Services under this Agreement. Further, Customer assumes all risks and liability for loss, damage or injury to persons or property of Customers or others arising out of the Services or Products made or provided and sold under this Agreement.

CONFIDENTIALITY. At all times after receiving confidential or proprietary information (“**Confidential Information**”), the receiving party will keep in confidence and trust and not disclose, reveal or divulge any such Confidential Information, directly or indirectly, intentionally or negligently to any person, company or other entity, for any purpose or reason, that receiving party learns of or receives during the term of this Agreement. Receiving party will not use, reproduce, or disclose to others any Confidential Information without the disclosing party’s advance written consent, except (i) as may be directly necessary in the ordinary course of performance under this Agreement, or (ii) as permitted by law or otherwise in accordance with a judicial or other governmental order, provided however, that, to the extent reasonably possible, receiving party shall give the disclosing party reasonable notice prior to making any such disclosure in sufficient time so the disclosing party may object to such disclosure if it so chooses, and provided further, that receiving party shall disclose only that portion of the Confidential Information that it is legally required to disclose. Receiving party may also disclose Confidential Information to the personnel within its organization, affiliates,

and its legal and accounting advisors who require the Confidential Information in connection with the receiving party's business, provided, however that receiving party shall require such recipients to use the Confidential Information solely for these purposes and keep the Confidential Information strictly confidential.

TERMINATION. Either party may terminate this Agreement (i) without cause or penalty upon ninety (90) days' written notice to the other party; (ii) upon thirty (30) days' written notice to the other party in the event of the other party's material breach of this Agreement is such breach is not cured within such thirty (30) day period; or (iii) immediately upon appointment of a receiver by the other party, should the other party file for bankruptcy or make an assignment for the benefit of creditors if such proceedings are not discharged within ninety (90) days of their commencement, or if the other party dissolves or ceases to conduct business in the ordinary course.

FORCE MAJEURE. Except for payment obligations under this Agreement, neither party shall be liable for any failure or delay in performing any provision of this Agreement to the extent such failure or delay results from acts beyond the effected party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable ("**Force Majeure Events**"). Where a Force Majeure event has been in effect for a period of at least ninety (90) days, either party may thereafter terminate this Agreement immediately upon written notice.

EFFECT OF TERMINATION. Termination of this Agreement shall not relieve a party from any liability that, at the time of such termination or expiration, has already accrued to the other party. Upon expiration or termination of this Agreement, and provided payment has been made by Customer to PRIDE as set forth below, PRIDE shall promptly return to Customer (i) all Customer Confidential Information (whether in written, electronic or other tangible form, including all embodiments and copies thereof) in PRIDE's possession or control and all relevant technical documents concerning the Services or Product(s) to the extent reasonably necessary for Customer to source Materials (if applicable and as defined below) from other qualified third parties; (ii) all Products, Materials, and all tooling and equipment owned by Customer within thirty (30) business days from receipt of Customer's payment for Services.

CUSTOMER PAYMENT OBLIGATIONS UPON TERMINATION. Upon termination for any reason, Customer shall reimburse PRIDE for all other costs incurred before the date of termination, including the costs to return Customer tooling and equipment, if applicable, and performance of Services and provision of Products through the effective date of termination.

PRIDE's INSURANCE. PRIDE agrees to maintain at its own

expense during the term of this Agreement adequate insurance coverage to cover the risks of claims arising from PRIDE's performance under this Agreement and for which PRIDE may be legally liable.

CUSTOMER's INSURANCE. Customer agrees to maintain at its own expense during the term of this Agreement adequate insurance coverage to cover the risks of claims arising from Customer performance under this Agreement and for which Customer may be legally liable.

PRIDE'S REPRESENTATIONS AND WARRANTIES. PRIDE represents and warrants that: (a) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed; (b) all Services will meet the specifications set forth in the order; (c) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment or order binding on PRIDE or a breach of a contract by which PRIDE is bound; and (d) PRIDE has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for PRIDE to render the Services.

ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach of it shall be settled by binding arbitration by one arbitrator in accordance with the rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) shall be reduced to writing and may be entered in any court having jurisdiction. Venue for arbitration shall be in Sacramento, California.

REMEDIES. Except as set forth in the "Limit on Liability" provision, all rights and remedies provided in this Agreement are cumulative and not exclusive.

ATTORNEY'S FEES. If any action at law, suit in equity or claim in arbitration is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees' and costs incurred.

WAIVER. No waiver of any of the provisions of this Agreement by a party shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, franchise, joint venture, employment or fiduciary relationship between the parties.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

PUBLICITY AND MARKETING. Neither party shall use the other party's name, logo, or otherwise identify the other party in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld at its sole discretion

THIRD PARTY BENEFICIARIES. Except as expressly set forth herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

SURVIVAL. All provisions that, in order to give proper effect to its intent should survive expiration/termination of this Agreement, shall survive the expiration/termination of this Agreement.

SEVERABILITY. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

NOTICES. All notices required to be given under this Agreement shall be made in writing and delivered by first class mail postage paid or by personal delivery. Notice shall be deemed given on the earlier of the fifth (5th) day after being deposited into the U.S. Mail or when delivered.

SIGNATURES. A copied, scanned, electronic, or faxed signature shall be treated the same as an original signature.

SUPPLEMENTAL TERMS AND CONDITIONS

MANUFACTURING & LOGISTICS SERVICES (MLS). The following terms and conditions shall supplement the General Terms and Conditions, and apply in the event the relevant order(s) entails the performance of manufacturing and logistics services ("**MLS**").

CUSTOMER MATERIALS. All raw materials, assemblies, and components procured by PRIDE on behalf of Customer or provided by (or on behalf of) Customer to PRIDE, including consigned inventory (collectively, "**Materials**") shall be manufactured, packaged and delivered to PRIDE in such a manner as to prevent damage during shipment to PRIDE and to afford PRIDE the reasonable ability to store the Materials without damage. Customer warrants that any Materials are suitable for the intended purpose. While every attempt will be made by PRIDE to work with Materials ordered by Customer, if inferior supplies cause increased production time, PRIDE may require additional charges to compensate for the additional time required. Where appropriate, PRIDE, in its sole discretion, will

attempt to notify Customer before processing Materials that may result in significantly increased production time or cost. If PRIDE remits payment to a supplier for Materials, PRIDE may invoice Customer for such Materials at any time.

INSPECTION OF CUSTOMER MATERIALS. Delivery of Materials is verified by delivery tickets as to carton, packages, skids, or items shown only. The accuracy of quantities indicated on delivery tickets will not be verified and PRIDE shall not be liable for shortages based on the supplier's delivery ticket(s).

REPAIRS, CHANGES TO CUSTOMER MATERIALS. Repairs and/or changes to Customer Materials shall be billed at PRIDE's current rates for work performed.

STORAGE. Customer assumes responsibility for all Materials stored on its behalf. If this Agreement is terminated for any reason, Customer shall promptly arrange the removal of all Materials from PRIDE's warehouse, subject to payment of all outstanding fees and charges due hereunder. If Customer does not promptly remove such Materials, PRIDE may without liability remove the Materials and sell the Materials at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Materials (to the last known place of business of the person to be notified) in the manner provided by law. If PRIDE, after a reasonable effort, is unable to sell the Materials, it may dispose of them without liability in any lawful manner.

WAREHOUSING. Customer shall provide information (including hazards, handling and storage instructions) concerning the Materials that is accurate, complete, and sufficient to allow PRIDE to comply with all applicable laws and regulations regarding the storage, handling, processing, and transportation of the Materials. PRIDE reserves the right to refuse to accept Materials for storage if the Materials tendered for storage do not conform to the Customer description. PRIDE shall not be liable for any loss or damage to the Materials tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure of PRIDE to exercise the level of care with regard to the Materials that a reasonably careful person would have exercised under the circumstances.

CARRYING COSTS. PRIDE reserves the right to charge the Customer a monthly carrying cost of 1.5% on the value of any inventory, materials, or goods held in storage on behalf of the Customer. This charge covers expenses related to warehousing, handling, insurance, and associated holding costs. The carrying cost will be calculated based on the average monthly value of the inventory held and invoiced monthly. Any adjustments to this rate must be agreed upon in writing by both parties. Customer-provided inventory is not subject to carrying costs. Pallet storage fees may be assessed and mutually agreed upon

EXCESS MATERIALS LIABILITY. Customer is responsible

for all excess Materials at current cost resulting from minimum order requirements and/or non-cancellable/non-returnable material orders when the service/purchase order does not consume these Materials within three (3) months of PRIDE's receipt of Product(s).

FORECASTING OBLIGATION. Customer may, on a mutually agreed schedule and as applicable, provide PRIDE with accurate production forecasts to support efficient resource allocation and production scheduling. Such forecasts shall, as applicable, include: (i) estimated production quantities for each Product and/or Service; (ii) anticipated delivery timelines; and (iii) any other relevant details mutually agreed upon by the parties. Customer shall notify PRIDE in writing of any material changes to its submitted forecasts as soon as reasonably possible, but no later than thirty (30) days prior to the proposed implementation of the changes.

INSUFFICIENT & EXCESS VOLUME SURCHARGES. In the event monthly volumes fall below historical averages, contractually forecasted projections, or Customer-provided purchase orders without at least 30 days' prior written notice and Change Order, as applicable, from the Customer, PRIDE reserves the right to request an equitable adjustment to pricing, terms, or other contractual provisions. These adjustments will be negotiated in good faith to account for the financial and operational impacts of the volume reduction and will remain in effect until volumes return to expected levels or as otherwise agreed in writing by both parties. In addition, Purchase Order increases and expedites are subject to labor and facility capacity. PRIDE shall use commercially reasonable efforts to meet any quantity increases or expedites reasonably requested by Customer; however, Customer is responsible for any additional costs incurred by PRIDE to meet schedule increases or expedites provided that PRIDE has notified Customer in writing in advance of the amount of such additional costs and Customer has authorized PRIDE in writing to proceed with schedule increases notwithstanding such additional costs. PRIDE shall not be responsible for any delay in performance while price increases are under consideration by Customer.

DUE DATE REVISIONS. If Customer requests PRIDE to expedite or change the due date for delivery of Products contracted for under this Agreement, PRIDE reserves the right to charge Customer for all additional costs of any kind incurred by PRIDE as a result of expediting or revising the due date. In the event Customer Materials are inadequate to fulfill the order or are not received in sufficient time to reasonably meet the due date, PRIDE may, at its sole discretion, revise the due date.

TERMINATION. PRIDE may immediately terminate this Agreement if Customer's Materials are a hazard to other property of which PRIDE had no notice at the time of deposit. Customer shall be liable for all costs and expenses incurred before the date of default for work performed.

SECURITY INTEREST. PRIDE shall have a security interest on the Materials and Products and upon the proceeds from the sale thereof to secure Customer's payment of all fees owed to PRIDE under this Agreement.

INSPECTION AND ACCEPTANCE OF PRODUCTS. Final inspection and acceptance of the Products under this Agreement shall be at Customer's facility unless otherwise agreed upon in writing by the parties. Customer shall be responsible for promptly conducting the final inspection for acceptance, but in no event shall the inspection be completed later than fifteen (15) days after Product delivery or receipt. Customer will be deemed to have accepted the Products unless Customer rejects Products in writing pursuant to the "Notices" provision herein. Any discrepancy in shipment quantity in excess of the ten percent (10%) amount set forth in the "Overruns/Underruns" section must be reported in writing within five (5) working days after receipt of Products. (i) Documentation Requirements: PRIDE shall provide complete and accurate shipping documentation, including packing lists, invoices, and compliance paperwork, to prevent administrative errors and acceptance delays. (ii) Inspection and Reporting: Customer reserves the right to inspect Products upon receipt and report defects or non-conformities. Hidden defects not reasonably detectable upon initial inspection must be reported in writing, and PRIDE shall be responsible for resolution. (iii) PRIDE Responsibility for Issues: PRIDE shall, at its expense, correct issues related to missing documentation, short shipments, or non-conforming Products, including replacement, rework, or reimbursement. (v) Record Retention: Both parties shall retain all relevant shipping, inspection, and acceptance records for a minimum of three (3) years to support claims, audits, or compliance matters.

TITLE/RISK OF LOSS FOR MATERIALS. Title and risk of loss for Materials shall remain with Customer at all times during the term of this Agreement.

TITLE/RISK OF LOSS OF FINISHED PRODUCTS. Title and risk of loss for finished Products shall pass to Customer upon delivery to the carrier at the shipping point or upon mailing of the invoice for finished Products, whichever occurs first. Unless it is noted on the front of this Agreement, the F.O.B. point is the shipping point and Customer shall be solely responsible for all shipping and handling charges and fees associated with the shipping and delivery of Products, including but not limited to freight, transportation, and any related costs, regardless of the method or carrier selected.

CREDIT, EXCHANGES, REWORK AND DAMAGE. Products provided under this Agreement cannot be returned for credit, exchanged, or returned for rework without PRIDE's prior written permission. After receipt, Customer shall care for the

Products, assume all risk for damage from any cause and shall continue to be liable for the purchase price to PRIDE notwithstanding damage. Any Products returned without a Return Material Authorization (“RMA”) number will be refused automatically.

OVERRUNS/UNDERRUNS. Overruns or underruns within ten percent (10%) of the quantity ordered shall constitute acceptable delivery. PRIDE shall bill for the actual quantity, within this tolerance, provided, however, that if a supplier sends Materials in excess of the amount ordered, PRIDE shall charge any additional cost to Customer. If Customer requires guaranteed “no less than” delivery, the percentage tolerance of an overrun may be increased at PRIDE’s discretion.

EQUITABLE ADJUSTMENT. Notwithstanding any other provision of this Agreement, if, at any time during the term of this Agreement, monthly volumes fall below historical averages as between the parties, contractually forecasted projections, or Customer-provided purchase orders without at least thirty (30) days’ prior written notice from Customer, PRIDE reserves the right to equitably adjust the pricing, terms, or other contractual provisions. These adjustments will be negotiated by the parties in good faith to account for the financial and operational impacts of the volume reductions and such adjustments will remain in effect until volumes return to expected levels, or until such other time as may be agreed by the parties in writing.

CANCELLATIONS. Orders accepted by PRIDE may be cancelled by Customer only upon the written consent of PRIDE. Any cancellation request must be given at least thirty (30) days in advance of the cancellation date. In the event of cancellation for any reason, and without limiting any other remedy which PRIDE may have as a result of such cancellation or other withdrawal under the California Commercial Code, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by PRIDE, shall be paid by Customer to PRIDE.

INDEMNIFICATION (MLS). In addition to the indemnity obligations under the General Terms and Conditions, Customer shall indemnify and hold harmless PRIDE from any and all for losses, penalties, damages, liability, and injury to persons (including death) or property (real or personal) in connection with: (i) the Materials or Products provided under this Agreement; (ii) Customer’s negligence, willful misconduct or breach of this Agreement; and (iii) any claim that PRIDE’s possession or use of the Materials or Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Customer agrees to and hereby authorizes PRIDE to defend and continue to defend, itself against such claim, demand, action or proceedings and that PRIDE shall have the right to employ counsel of its choice and the total cost shall be immediately billed to and borne entirely by Customer.

CUSTOMER INSURANCE (MLS). Customer shall maintain and carry insurance at its own expense adequate to cover risks of physical loss or damage to Customer’s property, Materials, consigned inventory, and Products in PRIDE’s care, custody and control, with valuation to include full replacement cost. If PRIDE agrees to insure Customer Materials, consigned inventory, and Products stored by PRIDE: PRIDE shall maintain and carry insurance at its own expense adequate to cover risks of physical loss or damage to CUSTOMER’s property, Materials, consigned inventory, and Products in PRIDE’s care, custody and control, with valuation to include full replacement cost.

PRIDE shall not be responsible for any claim of property damage and/or bodily injuries sustained during Product loading, unloading and/or transit. Notwithstanding anything herein to the contrary, to the extent PRIDE’s services include palletizing and preparing Product for shipment, Customer’s carrier shall be fully responsible for loading all transport vehicles and Customer shall defend and indemnify PRIDE for any and all third-party claims of injury or damages arising out of the negligence of Customer or its carrier regarding pallet schematics and Product loading, transport and delivery. For any claims arising out of this Agreement, Customer’s insurance coverage shall be primary insurance as respects PRIDE, its officers, directors, and employees. Any insurance or self-insurance maintained by PRIDE shall be in excess of Customer’s insurance and shall not contribute to it.

As used in this Agreement “consigned inventory” means Materials owned by Customer that are warehoused by PRIDE for the provision of Services hereunder, or Products warehoused by PRIDE that are awaiting Sales Orders from Customer for order fulfillment.

ADDITIONAL PAYMENT TERMS (MLS). Customer recognizes that the prices charged by PRIDE are exclusive of carrier freight charges, tariffs, and state or local sales or use taxes. However, if federal, state, or local laws require a compulsory tax, PRIDE reserves the right to add that tax to the price. Tariffs, if applicable, shall be treated as a pass-through cost to the Customer. The prices for Products are stated in the service/purchase order. Customer may not set off or withhold payment of any amount due and payable by reason of any claim or dispute with PRIDE.

WARRANTY. Unless otherwise stated in the Agreement or Supplemental Terms and Conditions below, PRIDE warrants that the Materials and Products provided under this Agreement will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of manufacture to the Customer (“Warranty Period”). If, during the Warranty Period, any Material or Product is found to be defective due to faulty materials or workmanship, PRIDE, at its sole discretion, will repair or replace the defective Material or

Product at no cost to the Customer.

This warranty does not cover defects or damages resulting from misuse, neglect, improper installation, unauthorized modifications, normal wear and tear, or causes beyond PRIDE’s reasonable control.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRIDE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Customer’s sole and exclusive remedy under this warranty shall be limited to repair or replacement of the defective Material or Product. In no event shall PRIDE be liable for any indirect, incidental, consequential, or special damages arising out of or related to this warranty or the use of the Materials or Products.

ETHICAL SOURCING & COMPLIANCE. PRIDE is committed to ethical sourcing and responsible supply chain practices. PRIDE will cooperate with reasonable Customer requests related to compliance with industry standards, including conflict minerals reporting, ethical labor conditions, environmental sustainability, and supplier accountability. If PRIDE sources materials independently containing tin, tungsten, tantalum, or gold (3TG) outside of a Customer-designated supply chain, PRIDE will notify the Customer and conduct due diligence per OECD Guidance and IPC-1755 standards. PRIDE requires suppliers to adhere to ethical sourcing, fair labor practices, environmental responsibility, and transparency, ensuring compliance with industry regulations.