

**UNLIMITED SERVICES OF WISCONSIN, LLC.
TERMS AND CONDITIONS OF SALE - 2025211**

1. UNLIMITED SERVICES' Terms and Conditions Control the Agreement:

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") of or by Unlimited Services of Wisconsin, LLC. ("Unlimited Services") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by Unlimited Services or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute and shall not operate or be construed as an acceptance by Unlimited Services of any offer or counteroffer of Buyer, and Unlimited Services hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to Unlimited Services with respect to the Agreement.

B. If Buyer has submitted or submits additional, different and/or inconsistent terms, conditions and/or limitations to Unlimited Services, or a counteroffer to Unlimited Services, Unlimited Services' subsequent performance shall not operate or be construed as either acceptance of Buyer's additional, different and/or inconsistent terms, conditions and/or limitations or Buyer's counteroffer, nor shall Unlimited Services performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof. Unlimited Services and Buyer agree that these terms and conditions together with the face of this document and the attachment, if any, incorporated herein by reference constitute the definitive, entire and final Agreement.

2. PRICE:

A. Unless otherwise agreed to by Unlimited Services in writing, Unlimited Services' prices for the Goods and Services shall be the prices stated on the face of this document or Unlimited Services' standard prices for such Goods and Services as of the date hereof, provided that, where standard prices of Goods in the quantities ordered as calculated by Unlimited Services extend beyond two decimal places, Unlimited Services shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that Unlimited Services may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. Unlimited Services and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services are both incalculable and insufficient and that any such breach would irreparably harm Unlimited Services. Therefore, in the event of any actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, Unlimited Services shall be entitled to a permanent and/or a preliminary injunction, without posting any bond or other security, to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which Unlimited Services may be entitled at law or in equity or by statute.

3. TARIFF AND DUTY PRICE ADJUSTMENT CLAUSE

A. UNLIMITED SERVICES reserves the right to modify prices quoted or invoiced to Customer due to changes in tariff and duty laws, regulations, or rates between countries. Price adjustments may occur with little or no notice, depending on the communication received from the issuing country or governing authority. Buyer agrees to bear any additional costs resulting from tariff and duty rate changes affecting components supplied by Unlimited Services. This clause applies to all purchases, sales, and transactions between Unlimited Services and Customer, regardless of location or jurisdiction.

4. SPECIFICATIONS:

Unless Unlimited Services has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct.

UNLIMITED SERVICES EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND/OR SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS OR SAMPLES.

5. SHIPMENT OF GOODS; PERFORMANCE OF SERVICES:

A. Shipment of Goods shall be made point of shipment (Ex Works Unlimited Services' facility per INCOTERMS 2020 for international shipments). Buyer shall bear the risk of loss and damage to Goods at the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are Unlimited Services' best estimates for informational purposes only, and deliveries of Goods and performance of Services shall be made subject to prior orders on file with Unlimited Services. Unless otherwise agreed to by Unlimited Services in writing, Unlimited Services may, in its sole discretion, use any commercial carriers for shipment of the Goods. Unlimited Services shall use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but Unlimited Services reserves the right to use an alternate method or route of transportation whether or not at a higher rate.

C. Unless otherwise agreed to by Unlimited Services in writing, Buyer shall pay all insurance costs in connection with delivery of the Goods and be responsible for filing and pursuing claims with carriers for loss, or, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer shall be liable to Unlimited Services for any losses, damages, or additional expenses incurred or suffered by Unlimited Services as a result of Buyer's inability to receive the Goods.

F. Buyer shall immediately inspect all Goods upon its receipt of them and shall be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies shall be deemed waived by Buyer unless made in writing to Unlimited Services within five (5) days after receipt of the Goods, time being of the essence.

G. Unlimited Services may cancel in whole or in part any order for Goods or Services at any time.

H. Until Buyer has fully and finally paid all amounts owed to Unlimited Services for any Goods, Buyer shall hold such Goods in trust for Unlimited Services, and Unlimited Services may repossess them if Buyer fails to pay for them in a timely fashion.

6. PAYMENT:

A. All payments for Goods and Services shall be made in United States currency unless otherwise specified in writing by Unlimited Services. Payments for Goods and Services shall be made by such means as Unlimited Services may specify, such as by check or wire transfer, provided that Unlimited Services may refuse, in its sole discretion, payment by any means including, without limitation, by credit or debit cards.

B. Payment for Goods and Services is due within thirty (30) days after the date of Unlimited Services' invoice (time being of the essence); provided, however, that Unlimited Services reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. Unlimited Services shall have the right to offset any and all amounts due and owing from Unlimited Services to Buyer under this Agreement, including, without limitation, any charge backs or rebates, against any amounts due and owing from Buyer to Unlimited Services under this Agreement.

D. If Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Unlimited Services including, but not limited to, attorneys' and collection agency fees, and all related costs, expenses and disbursements.

E. If Buyer does not pay when payment is due, Buyer agrees that past due amounts shall be subject to a service charge of one and a half percent (1½%) per month or the maximum percentage rate permitted by law, whichever is less.

7. TAXES:

The purchase price of the Goods and Services does not include transportation taxes or any sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and/or Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and/or to the sale and/or furnishing of the Goods and Services.

8. CANCELLATION:

Buyer may cancel its order for Goods and/or Services, but only if Unlimited Services agrees to such cancellation in advance and in writing and only after Buyer pays reasonable charges for costs and expenses already incurred and commitments made by Unlimited Services in connection with the placement of such order(s).

9. DISCLAIMER OF WARRANTIES:

EXCEPT AS EXPRESSLY PROVIDED UNDER SECTION 9, UNLIMITED SERVICES HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST PROHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. Unlimited Services shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark, or copyright infringement with respect to any Goods, use its reasonable efforts to secure for Buyer such indemnity rights, if any, as the manufacturer may offer with respect to such Goods.

10. EXCLUSIVE REMEDY:

Unlimited Services is dedicated to providing the Buyer with high quality Goods and Services that meet or exceed the Buyer's expectations. To that end, Unlimited Services warrants against all defects in workmanship only (not including material) for the period of twelve (12) months from the receipt of the Goods. Customer warranty issues are addressed on a case by case basis, working in partnership with Unlimited Services' customer to resolve the problem. Buyer's EXCLUSIVE remedy against Unlimited Services for any claim for, or arising out of, any Goods tendered to Buyer is the repair or replacement of the Goods, or alternatively, at Unlimited Services' sole election, a refund of the purchase price of the Goods. Buyer's EXCLUSIVE remedy against Unlimited Services arising out of any defect in, or in connection with, any material component provided hereunder is the replacement of the material component in accordance with the warranty extended to Unlimited Services by the manufacturer of the component. Buyer's EXCLUSIVE remedy against Unlimited Services arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at Unlimited Services' sole election, a refund of the purchase price of the Service. Unlimited Services obligations under this Section 9 shall be void unless Buyer provides Unlimited Services with written notice of the defect in the Good or Services within thirty (30) days after discovery of the defect, time being of the essence. Any Goods returned to Unlimited Services for repair, replacement or refund under this Section 9 shall be returned by Buyer in accordance with

Unlimited Services' return material authorization procedures then in effect.

11. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL: (A) UNLIMITED SERVICES BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, ENHANCED, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTION, OR ATTORNEYS' FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF UNLIMITED SERVICES IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) UNLIMITED SERVICES' TOTAL AGGREGATE LIABILITY RELATED TO ANY GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF SUCH GOODS OR SERVICES.

12. INDEMNIFICATION:

A. Upon prompt written notice by Buyer to Unlimited Services of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, Unlimited Services shall use its reasonable efforts to secure for Buyer such indemnity rights, if any, as the manufacturer may customarily give with respect to such Goods or Services. This Section 11 sets forth Buyer's sole and exclusive remedy against Unlimited Services regarding the infringement by any Goods or Services of any third-party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer shall indemnify, defend and hold harmless Unlimited Services, its shareholders, officers, directors, employees, contractors, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death, and attorneys' fees ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by Unlimited Services' employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not Unlimited Services or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify Unlimited Services for Unlimited Services' obligation, if any, to Buyer under Section 9 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against Unlimited Services or any other indemnified party resulting from any Losses or Claim including, but not limited to, any attorneys' fees and court costs of Unlimited Services or any other indemnified party in connection with any Losses or Claim, and any attorneys' fees and disbursements incurred by Unlimited Services or any other indemnified party in defense of any Claim. Unlimited Services shall have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against Unlimited Services, Buyer or any third party, and shall survive the execution and delivery of the Agreement and the delivery of Goods and/or the performance of Services.

13. PRODUCT SUITABILITY:

Goods sold by Unlimited Services are designed to meet U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, Unlimited Services cannot and does not guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods shall be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods shall comply with them.

14. OWNERSHIP:

Unlimited Services shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales and service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Goods or Services, and Buyer shall not obtain a license to, or any other property rights in, any such Unlimited Services property pursuant to or in connection with this Agreement.

15. EXPORT CONTROLS; AVAILABILITY; LAWS:

Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer, at Buyer's expense must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations, permits or licenses and other governmental approvals.

a. Due to government regulations and product availability, not all Goods sold by Unlimited Services may be available in every area.

A. Buyer hereby warrants and represents that it will, at its expense, comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidance having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

16. INTERPRETATION OF THE AGREEMENT:

None of Unlimited Services' or Buyer's shareholders, directors, officers,

partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms, conditions or limitations of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by authorized representatives of Unlimited Services and Buyer or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, Goods and/or Services from Unlimited Services by whatever means, each time Buyer accepts the Agreement, Buyer and Unlimited Services enter into a separate Agreement that will be interpreted.

without reference to any other agreement between Buyer and Unlimited Services, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and Unlimited Services. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement shall waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder (except for any contemporaneous writing, agreed to in writing by Unlimited Services, expressly modifying the terms and conditions hereof, which is incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by Unlimited Services to enforce any of the terms, conditions or limitations of the Agreement shall not constitute a waiver of those terms, conditions or limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of Unlimited Services to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement shall not constitute a waiver of that right or that default or any other right or default.

17. FORCE MAJEURE:

Unlimited Services will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; acts of God or the public enemy; or any other event or cause beyond Unlimited Services' reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents Unlimited Services' performance of any of its obligations under the Agreement, Unlimited Services shall have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods or Services deliverable during the period, whereupon the total quantity deliverable under the Agreement shall be reduced by the quantity omitted. If Unlimited Services is unable to supply the total demands for any Goods or Services to be delivered under the Agreement due to a Force Majeure Event, Unlimited Services shall have the right to allocate its available supply among its customers in whatever manner Unlimited Services deems to be fair and equitable. In no event shall Unlimited Services be obligated to purchase materials or services from other than its regular sources of supply in order to enable it to supply Goods or Services to Buyer under the Agreement. No change, cancellation or proration by Unlimited Services shall be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

18. CHOICE OF LAW; CHOICE OF VENUE:

The negotiation, execution, performance, termination, interpretation and construction of the Agreement shall be governed by the laws of the state of Wisconsin (exclusive of Wisconsin's conflicts of laws rules). If either Unlimited Services or Buyer brings a lawsuit or any other action arising out of or in connection with the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Green Bay, Wisconsin. Unlimited Services and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and Unlimited Services and Buyers **HEREBY AGREE TO WAIVE ANY RIGHT THAT IT MAY HAVE TO A JURY TRIAL.** Any provision of the Agreement held to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without effecting the validity, legality and enforceability of the remaining provisions hereof.

19. BINDING AUTHORITY:

Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of the Buyer.