



GENERAL TERMS AND CONDITIONS OF SALE

- 1. GENERAL:** THESE GENERAL CONDITIONS, TOGETHER WITH SELLER'S WARRANTY AND RETURN POLICY AND ANY NONCONFLICTING PROVISIONS IN THE FINAL EXPRESSION, AND CONTAIN THE COMPLETE AND EXCLUSIVE STATEMENT, OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDING ALL PREVIOUS OR SIMULTANEOUS COMMUNICATIONS EITHER ORAL OR WRITTEN. Seller's quotations are offers which may only be accepted in full. If Purchaser's order or other form states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional of different terms. All orders will be acknowledged by Seller with an estimated shipment date. This agreement is conditional on Purchaser's acceptance and assent to the terms and conditions contained herein. Acceptance of this agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Seller's acknowledgment from unless written objection is received by Seller during such 7 day period, (ii) Seller's identification of existing products as Products to which this agreement refers, or (iii) onset of Seller's manufacture of future products. This agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in writing signed by the Seller. Any portion deemed invalid or unenforceable shall be struck and the remainder of this agreement shall continue to be effective and binding. This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. The agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the Commonwealth of Pennsylvania, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All Actions arising hereunder shall be instituted in either Westmoreland County, Pennsylvania or the United States District Court for the Western District of Pennsylvania. Purchaser hereby consents to the jurisdiction of the state courts sitting in Westmoreland County, and the federal courts located in the Western District of Pennsylvania, and Purchaser hereby appoints the Secretary of State of Pennsylvania in Harrisburg as its agent for service of process and agrees to appear in action upon written notice thereof.
- 2. PRICE AND PAYMENT:** Unless otherwise stated, all prices for the Products are net FCA (INCOTERMS 2020) Sellers facility in Greensburg, Pennsylvania ("FCA"), with freight and insurance for Purchaser's account and shall be those prices in effect at the time Seller accepts Purchaser's order except as provided below. Seller reserves the right to make design , hardware, engineering and packaging changes, which do not interfere with the use for which such Products were designed and manufactured. As Seller's prices are based upon costs and conditions (including exchange rates) existing at time of acceptance, prices are subject to increase without notice to Purchaser as those conditions change, e.g. increase in price of materials and labor and exchange rate fluctuations. Prices exclude all duties, taxes, tariffs or other charges ("Charges") which may be imposed upon the sale or use of the Products. All Charges paid by Seller shall be for the Purchaser's account. Any claim for exemption for charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Purchaser assumes responsibility/liability for payment of all state or municipal taxes, customs, and imposts after delivery FCA, applicable to use of resale of goods purchase herein. For those Purchaser's deemed by Seller, in its sole discretion, to be of known and acceptable financial standing, payments are due net 30 days from the date of invoice, in cash, without deductions or set-off. A credit application MUST be completed and returned to Seller for open terms. A minimum of \$1,000.00 order to open a net 30 terms account. Otherwise, Seller may require orders to be accompanied by cash, check or credit card payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Seller, established at Purchaser's expense. Seller accepts Visa, Mastercard, American Express and wire transfer of funds. A minimum order of \$50.00 is required unless otherwise cleared through the Accounting and Business Office. For all sales outside the United States, Seller requires receipt of wire transfer of the total price prior to release of



products or credit card payment. Seller may require an irrevocable letter of credit in favor of, and acceptable to Seller, established at Purchaser's expense for Purchasers with a large revolving line of credit. All orders for special, non-standard Products ("Specials") must be prepaid by Purchaser and are not subject to cancellation or return. Seller shall not commence production of Specials until full payment is received. If payment is not made when due, Seller may suspend all future delivery or other performance with respect to Purchaser without liability or penalty and, in addition to all other sums payable hereunder, Purchaser shall pay to Seller (i) the reasonable costs and expenses incurred by Seller in connection with all actions taken to enforce collection or to preserve and protect Seller's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses and (ii) interest on all amounts unpaid after 30 days charged at the monthly rate of 1.5% which is an effective annual percentage rate of 18%, or the highest rate permitted by law, whichever is lower.

3. **TITLE AND SECURITY INTEREST:** Seller reserves, and Purchaser hereby grants to and creates in favor of Seller, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Seller to sign on its behalf and as its attorney in fact, any documents necessary to perfect Seller's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Seller, a perfected security interest in each Product.
4. **SHIPMENT; DELIVERY; INSPECTION:** Unless otherwise agreed in writing, shipment and delivery of the Products shall be FCA. All (U.S.) shipments are routed motor freight via Seller's carriers unless otherwise specified by Purchaser. Products are packaged in heavy duty cartons and are banded to a pallet. Products are typically one item per carton unless otherwise stated. All shipment, insurance, or similar charges, shall be borne by Purchaser. Delivery of the Products to the first carrier shall constitute delivery to Purchaser, whereupon risk of loss is transferred to Purchaser, and all claims for loss or damage in transit or for non-delivery shall be made by Purchaser against the carrier. At Seller's option, Products may be shipped in advance of the requested shipment date or in installments. All delivery information (including time for shipment) is approximate. Seller's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Seller from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, typographical errors, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor dispute (e.g. strike, slowdown or lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses), riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Seller's control. Shipments are subject to Accounting and Business Office approval. NOTWITHSTANDING THE ABOVE, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM SELLER'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON. Overages and shortages of 10% or less ("Permitted Shortages") are allowed. Within 15 business days of receipt, Purchaser shall inspect the Products. Unless Purchaser notifies Seller in writing of any nonconformities within 20 business days of receipt, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products (except in accordance with Seller's Warranty and Return Policy). Once used, Products are deemed to be fully confirming to this agreement.
 - a. **Special Shipping Programs:**
 - i. Free shipping is not applicable to limited access and remote areas or locations that require a lift gate. This will be at the discretion of the seller.



- ii. Free shipping program may vary due to different series requirements.
 - iii. Free shipping only valid in lower 48 states, excludes Alaska and Hawaii.
 - iv. Free shipping only applied to specific series; other orders cannot be combined for free shipping.
5. CANCELLATION, FAILURE TO TAKE DELIVERY: This agreement cannot be canceled or postponed by Purchaser except with Seller's consent and upon terms that will indemnify Seller against loss (or in accordance with Seller's Warranty and Return Policy.) Once an order is processed and acknowledged by the Seller, if Purchaser cancels all or part of an order for Standard Products ("Standard Products"), Purchaser shall pay Seller the greater of an amount equal to (1) 50% of the price for such cancelled Standard Product's, or (ii) the actual and consequential damages incurred by the Seller, including without limitation Seller's anticipated profit and expenses already incurred by Seller. If modifications, specifically ordered by Purchaser, are being made of the cancelled Products, the cancellation charge will also include such modifications made up to the date of cancellation. Any unit that is deemed "Special or CSU ("Customer Specific Unit") is NOT cancellable once the order has been processed and acknowledged. Any order cancelled after products have shipped will be subject to restocking charges and all shipping cost. In the event that Purchaser places a large quantity order that requires special requests to Seller's vendors for the necessary material to complete the order and Purchaser reduces the order for any reason or no reason after an order acknowledgement has been sent by Seller, Seller shall charge Purchaser an amount based on the quantity, specialty and the requested delivery dates of the original order and the cost from Seller's vendors to stop or reduce the special request. Any large-order discounts shall be re-evaluated by Seller upon Purchaser's order reduction. If Purchaser postpones delivery, Purchaser shall pay Seller the sum of (i) a monthly charge equal to 1 ½% of the total price for the Products subject to the postponement and (ii) reasonable postponement charges; e.g Seller's idle time, warehouse/storage expense, etc. If Purchaser wants to make changes to purchase order after it has been processed and acknowledged, purchaser must cancel original purchase order and issue new to the Seller.
6. WARRANTY: Seller's Warranty and Return Policy is attached hereto and made a part hereof as Exhibit A.
7. DISCLAIMER, LIMITATION OF LIABILITY, TIME FOR CLAIMS: Purchaser agrees that Seller shall not be liable for INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Seller to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not Seller has been advised of the potential for such damages. Seller's total liability hereunder from any cause whatsoever (except liability from personal injury caused by seller's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages of the price paid to Seller for the Products that are the subject of Purchaser's claim. All claims against Seller must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.



- 8. SPECIFICATIONS, INTELLECTUAL PROPERTY: Seller assumes no liability for any errors or omissions in any specifications provided or required by Purchaser (“Purchaser Specification”), including any errors or omissions made by seller in interpreting Purchaser Specifications. Purchaser Specifications not listed and priced by Seller are not part of this agreement. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Seller, its officers, agents, employees and principals, against any and all losses, cost, including investigation costs, damages, claims, liabilities, or expenses of any kind, including without limitation reasonable attorney’s fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by Purchaser Specifications. The Seller retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples and other documentation (collectively “Seller Documentation”). Seller Documentation may not be copied or disclosed to others without Seller’s express written consent and must be promptly returned to Seller (i) if an order is not placed or (ii) at Seller’s request. If an order is not placed in response to Seller Documentation, Seller is entitled to reasonable compensation.
- 9. EXPORTS: The Purchaser warrants that it is and will remain in compliance with all export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations.

The following legend should be placed on the front of the invoice and acknowledgement forms:

These terms and conditions set on the front and the reverse side hereof (the “General Conditions” or this “Agreement”) apply to any sale of products (the “Products”) by _____ (“Seller”), and include LIABILITY AND REMEDY LIMITATIONS AND WARRANTY EXCLUSIONS, INCLUDING WITHOUT LIMITATIONS LANGUAGE EXCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 10. SPECIAL ORDERS: All special orders must be prepaid and are not subject to cancellation or return. Order will not be processed until payment has been received.
- 11. RESTOCKING AND RETURNS: Merchandise must not be returned without prior approval and return authorization number, which will be given or withheld at Ice Qube, Inc’s sole discretion. All returned merchandise must be sent freight PREPAID to the following address:

Ice Qube, Inc.
 141 Wilson Avenue
 Greensburg, PA 15601
 Attn: RMA



Product will be evaluated by RMA technicians to verify if the merchandise is in like new and unused condition. Product must be returned in secure packaging just as it was shipped originally from Seller. Restocking fees are as follows:

- a. Within 60 days of the shipment date and not a CSU/special order – 15% of the applicable selling price
- b. Within 61 – 120 days of the shipment date and not a CSU/special order – 25% of the applicable selling price
- c. Within 121-180 days of the shipment date and not a CSU/special order – 35% of the applicable selling price
- d. Beyond 180 days of the invoice returns are NOT acceptable

Shipments of returned merchandise sent collect will not be accepted. If there is any repair work of any nature required at the time of receiving inspection at our facility, there will be an additional charge for repair work over and above the applicable restocking charge. Returns must be banded to a pallet and marked "MUST REMAIN UPRIGHT AND BANDED TO THE PALLET". Any returns not banded to a pallet and that are not marked as such, will be closely evaluated before any credit will be issued. Products that are "CSU/Customer Specific Units or Special Order (has special finishes applied) cannot be returned for credit.

Exhibit A

Sellers Warranty and Return Policy

SEE STANDARD WARRANTY DOCUMENT QD-MGMT-03 REV 3 – 6-19-24