FMH CONVEYORS

A DURAVANT COMPANY

STANDARD TERMS & CONDITIONS

1. Acceptance; Entire Agreement. These Standard Terms and Conditions ("Terms and Conditions") together with the applicable order acknowledgement of FMH Conveyors, LLC (the "Company"), and all documents incorporated by reference therein (the "Sales Contract"), are binding upon the buyer referenced therein (the "Buyer") and constitute the entire agreement between the Buyer and the Company regarding the Company's sale of products (the "Products") to the Buyer, to the exclusion of any terms and conditions incorporated in any requests for proposals, specifications, bid packages, purchase orders, contracts, or other documents or communications of the Buyer, and to the exclusion of any other statements or agreements except as set forth in a separate written agreement signed by the Buyer and the Company that expressly incorporates by reference these Terms and Conditions. The Company's acceptance of the Buyer's order is expressly conditioned on the Buyer's acceptance of these Terms and Conditions, and the Buyer, upon placing an order, is presumed to have accepted these Terms and Conditions without modification. Any quotations made by the Company in respect of the sale and delivery of Products is for information only and shall not constitute a firm offer. Orders shall only be binding when an order acknowledgment has been sent by the Company to the Buyer. Acceptance of these Terms and Conditions shall be deemed to have occurred upon the earlier of (i) executing or accepting these Terms and Conditions, (ii) executing or accepting any order acknowledgment of the Company, (iii) when the Buyer is aware that the Company has commenced performance thereunder or (iv) taking delivery of any Products. No alteration, waiver, modification of or addition to these Terms and Conditions shall be binding on the Company unless set forth in writing signed by a duly authorized representative of the Company. No course of dealing, usage of trade or course of performance shall be relevant to supplement or explain any terms used in the Sales Contract. The Sales Contract shall be for the benefit of the Company and the Buyer and not for the benefit of any other person.

2. Price and Payment Terms. The prices for the Products are as set forth in the Company's order acknowledgement. Unless otherwise set forth on the Company's order acknowledgement, prices stated include domestic packing, but exclude freight, insurance, special and export packing, tariffs, duties, taxes, redelivery or accessorial freight charges, unpacking and installation charges or other charges. Orders are invoiced at the time of shipment or partial shipment. A minimum value of $75.00 must be met for all orders. Payment terms are Net 30 days from invoice date unless otherwise set forth on the Company's order acknowledgement. Any balance remaining unpaid thirty (30) days after the invoice date will be considered in default. Interest will be charged on late payments at a rate of 1 ½% per month. The Buyer agrees to pay all costs of collection of payments in default, including but not limited to attorney's fees. Credit card charges may incur a processing fee up to 3.5%.

3. Additional International Payment Terms. Shipments to outside the United States of America will require a "Letter of Credit" or "Cash in Advance," unless other arrangements have been previously approved by the Company's credit department. International projects will be quoted, and payments will be made in U.S. currency.

4. Taxes and Charges. All sales, use, excise, and other applicable taxes (excluding only taxes on the net income of the Company) and tariffs, duties, and other charges are the Buyer's responsibility and will be invoiced to the Buyer. If the Buyer claims an exemption from such taxes, it shall be the Buyer's responsibility to furnish an appropriate exemption certificate to the Company.

5. Changes and Cancellations. The Sales Contract and any applicable order may be modified or terminated only upon the Company's written consent, if all or part of the Sales Contract or any applicable order is terminated, the Buyer, in the absence of contrary written agreement with the Company, shall pay termination charges based upon the following:

a. A cancellation fee totaling 25% of the Sales Contract or order, as applicable, will be charged if engineering has begun prior to the Sales Contract or order cancellation.
b. Cancellations of a Sales Contract or order will not be accepted if production has begun. In this case, the Buyer will be responsible for the full cost of the Sales Contract or order. Production could begin 2-4 weeks prior to scheduled ship date, depending on the Company's production schedule.
c. Design changes after engineering has begun will result in a change fee totaling 25% of the Sales Contract or order.

6. Drawings. All drawings and designs provided to the Buyer by the Company remain the exclusive property of the Company and may not be duplicated or distributed to third parties or used in any manner without the express written consent of an officer of the Company. Designs provided by the Company are provided solely as a courtesy pursuant to the sale of materials and ownership is not transferred. All rights, including copyright and trademark, shall remain with the Company.

7. Shipment. All shipments will be EXW (Company factory) Incoterms 2020. Shipping dates are not guaranteed but are an estimate of the approximate shipping dates at the time of order acknowledgement. The Company shall in good faith endeavor to meet estimated shipping dates. However, the Company shall not incur any obligation or liability to the Buyer for failure to ship by any particular date unless the Company has agreed to an unequivocal, firm shipping date in a separately signed written document executed by an authorized officer of the Company. At the written request of the Buyer, the Company can arrange for domestic shipment for the Buyer and the Company will bill the Buyer for, and the Buyer will pay Company for, the fees for shipment and the Company's administrative fee; provided that the Buyer continues to bear all risks of loss and damage to Products in accordance with EXW Incoterms 2020.

8. Buyer Pick-Ups and Buyer-Designated Carriers. The Buyer shall obtain prior approval of the Company's traffic management personnel for pickup of Products by the Buyer's specified carrier. When approved, the Buyer will be notified 48 hours prior to availability of the Products. Should the Buyer-designated carrier fail to arrive at the designated loading time, the Products will be rerouted on a carrier of the Company's choice, shipping and administrative fees "prepaid and add" at the Company's discretion. In case of multi-load shipments, each load must be picked up on schedule.

9. Storage. The Company does not have the capability to store Products. Products will be shipped when manufactured. If the Buyer does not take delivery of Products on the designated (Ship by date), a storage fee of 1% per day will be applied to the order.

10. Force Majeure. In no event shall the Company have any liability for any delay or failure in shipment or other delay or failure to perform all or any part of the Sales Contract when such delay or failure is the proximate result of any act of the Buyer, any governmental authority or political subdivision thereof, war, threat of war, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike,

disputes among or between labor unions or other labor disputes, delay or inability in obtaining materials, components, supplies, labor, or facilities, accident, fire, flood, act of God, quarantine, communicable disease outbreak, epidemic, pandemic, or any cause not within the reasonable control of the Company, whether similar or dissimilar to the foregoing (each a "Force Majeure Event"). Without limiting the generality of the foregoing, the Company may, without causing any breach or incurring any liability, allocate Products which are in short supply, irrespective of the reasons therefore, among purchasers in any manner which the Company in its sole discretion deems advisable. Further, the Company shall have no obligation to purchase supplies of Products to enable it to perform its obligations hereunder.

11. Suspension; Termination. In the event the Buyer defaults in the payment of any sum due the Company or breaches any term of the Sales Contract, or in the event the Buyer's financial condition becomes unsatisfactory to the Company, the Company shall have the right at its option, upon notice to the Buyer, to terminate the Sales Contract or any order or defer or discontinue shipment of any Products until such time as the default is cured or the Buyer provides assurances of payment to the Company in such form, content and/or amounts as the Company, in its sole discretion, deems adequate.

12. Freight Claims. The Company is not responsible for damage to Products which occurs in transit or in storage. It is the Buyer's responsibility to examine Products upon receipt and to file any claims with the carrier. Any claims against the Company for apparent defects, errors, or shortages must be made by the Buyer in writing within seven (7) working days after any delivery. Failure by the Buyer to make any claim against the Company within seven (7) days shall constitute acceptance of the Products and a waiver of any apparent defects, errors, or shortages.

13. Returns. Returns are generally not accepted. However, in some instances, at the Company's sole discretion, returns may be accepted as follows: returns will not be allowed on any Products after 30 days following the invoice date. No return of Products will be accepted without written consent and shipping instructions from the Company. When authorization to return Products is given, the Products are to be shipped prepaid at the Buyer's expense. Only unused Products, in their original shipping container, will be accepted. A restocking charge of 25% of the net invoice price will be assessed on all authorized returns. Restocking charges will be calculated based on the net invoice value of the returned Products. Parts ordered in error may be returnable if they are properly packaged and no more than 30 days old from date of shipment. The Buyer will be responsible for the return freight cost and there will be a 25% restocking fee applied prior to credit being issued.

14. Limited Warranty; Disclaimer of Warranty. The sole and exclusive warranties and remedies for breach of warranty that the Company provides to the Buyer for the Products are as set forth in the Company's Standard Warranty Policy/Statement available at https://fmhconveyors.com/parts-and-service/warranty-statement/).

The company expressly disclaims all other warranties, express or implied, arising from course of dealing or usage of trade, or statutory, including but not limited to the implied conditions and warranties of merchantability, quality, fitness for a particular purpose, correspondence with description or quality, title, quiet possession and non-infringement.

15. Remedies and Limitation of Liability. In the event the buyer claims the company has breached any of its obligations under the sales contract, whether of any warranty or otherwise, the company may but has no obligation to, request the return of the products and tender to the buyer the purchase price theretofore paid by the buyer, and in such event, the company shall have no further obligation under the sales contract of any type whatsoever except to refund such purchase price upon redelivery of the products. If the company so requests the return of the products, the products will be redelivered to the company in accordance with the company's

instructions and at the company's expense. The remedies contained in this and the preceding paragraph shall constitute the sole and exclusive recourse of the buyer against the company for breach of any of the company's obligations under the sales contract, whether of any warranty or otherwise.

In no case shall the company be liable for any special, punative, incidental, indirect or consequential damages, loss or injury of any kind, including without limitation economic loss, loss of anticipated savings, wasted opportunity, loss of revenue, or loss of profits, whether based upon breach of contract, negligence, strict liability, tort, or any other legal theory, even if the company is aware of or notified of the possibility of such damages, loss or injury. In all cases, the company's maximum aggregate liability arising out of or relating to the sales contract (including without limitation the performance thereunder or any claim or claims relating to the products) whether based upon breach of contract, negligence, strict liability, tort, or any other legal theory, shall not exceed the contract price actually paid by the buyer in respect of the products to which such liability relates.

16. Indemnification. The Buyer will defend, indemnify and hold harmless the Company against all claims, losses, liabilities, damages and expenses caused by or arising out of or relating to the Buyer's (and/or any of the Buyer's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by the Buyer; (ii) any tortious act or omission of the Buyer (and/or any of the Buyer's employees, agents, affiliates or customers); or (iii) any willful misconduct or any violation by the Buyer (and/or by any of the Buyer's employees, agents, affiliates or customers) of any applicable law, rule or regulation.

17. Order Acknowledgement. It is the Buyer's responsibility to check the Company's order acknowledgement for accuracy, correct finish selections, etc. The order acknowledgement shows approximate shipping date of Products ordered. Shipping dates are assigned to orders by Company and in its sole discretion. Orders with missing or incorrect information will be scheduled for manufacturing upon receipt of correct and complete information. The Buyer must indicate if multiple shipping schedules are required.

18. Governing Law; Venue. The Sales Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Arkansas, without reference to its conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply to the Sales Contract. All disputes arising under this Agreement shall be brought exclusively in the state or federal courts located in or having jurisdiction over Jonesboro, Arkansas, as permitted by law. The Buyer consents to the personal jurisdiction of the above courts.

19. Exports. The Buyer agrees and acknowledges that the Products are sold in accordance with U.S. Export Administration Regulations. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the destination country and in particular the Buyer shall be solely responsible for obtaining all import authorizations and paying any import duty. The Buyer agrees to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls and economic sanctions regulations. U.S. economic sanctions laws and regulations prohibit virtually all exports and re-exports of products to, and transactions with, certain countries, including without limitation, Cuba, North Korea, Iran, Sudan and Syria. Diversion of Products contrary to U.S. law is strictly prohibited. In addition, the Buyer will review and comply with any applicable national export compliance laws and regulations in the Buyer's home country that may impact the export or re-export of the Products.

20. Confidential Information. The Buyer shall not at any time disclose to any third party any financial information regarding the Company, including without limitation pricing for the Products, except as expressly

permitted herein. The Buyer may disclose such financial information: (i) to its employees, officers, or financial or legal advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement and subject to binding them to confidentiality obligations at least as restrictive as those set forth in this Section; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority subject to notifying the Company in advance and providing an opportunity to seek a protective order. The Buyer shall not use any such financial information for any purpose other than to perform its obligations under the Agreement.

21. Miscellaneous. If any of the provisions of these Terms and Conditions are invalid, ineffective or prohibited by any law (federal, provincial or otherwise), such provisions shall be deemed severed from the Sales Contract to the extent of such prohibition without invalidating the remaining provisions hereof which shall remain binding upon the parties hereto. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damage set forth herein shall remain in full force and effect. Provisions in these Terms and Conditions regarding limitations of liability, indemnification, intellectual property and other terms which by their nature survive termination shall survive termination of the Sales Contract. Waiver by either party of any breach or default by the other hereunder shall not be deemed a waiver by any such party of any breach or default by the other which may thereafter occur. These Terms and Conditions shall enure to the benefit of, and be binding upon, the successors in business of the parties hereto but shall not otherwise be transferable or assignable by the Buyer in whole or in part without the Company's prior written consent.