

**TORIN DRIVE INTERNATIONAL LLC
d/b/a TORIN DRIVE NORTH AMERICA
TERMS & CONDITIONS OF SALE**

1. TERMS AND CONDITIONS. The offer of materials, equipment, tools, goods, supplies and services by Torin Drive International LLC (“Seller”) to the party (the “Buyer”) identified on the accompanying quote, invoice or sales order (a “Sales Order”) is subject to the following Terms & Conditions of Sale (the “Terms & Conditions”). These Terms & Conditions are also published online on Seller’s website, and the version published on the website shall be deemed the conclusive, binding version of these terms and conditions. Seller rejects any different or additional terms or conditions in any purchase order, other document or other communication issued by Buyer. **THESE ARE THE ONLY TERMS AND CONDITIONS OF SALE THAT APPLY TO THE PURCHASE OF PRODUCTS AND/OR SERVICES FROM SELLER. THESE TERMS PREVAIL OVER ANY TERMS SET FORTH IN BUYER’S ORDER OR REQUEST REGARDLESS WHETHER OR WHEN BUYER HAS SUBMITTED SUCH COMMUNICATION.**

2. SHIPMENT; DELIVERY; TITLE AND RISK OF LOSS. All delivery dates indicated in the Sales Order are approximate. Seller is not responsible for damages resulting from delays in delivery of Products, and Seller does not assume the risk and is not liable for delay or failure to perform any of Seller’s obligations by reason of events or circumstances beyond its control, including but not limited to accidents, embargoes, trade disputes, labor disputes, strikes, insurrections, riots, terrorism, cyber-attacks, acts of God, storms, floods, governmental orders, quarantines, public health emergencies, delays or failures in delivery from carriers or supplies, global or regional supply chain disruptions, shortages of raw materials (“Force Majeure Events”). Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement with the shipment carrier at Seller’s facility or, if delivered by an employee of Seller, at Buyer’s designated delivery location.

3. WARRANTY.

A. Express Limited Warranty. The Sales Order relates to materials, equipment, tools, goods, supplies, components or devices (“Products”) and the installation thereof (“Services”) will be free from defects in material and workmanship not commercially acceptable for a period of five (5) years from the date of delivery subject to the terms stated herein. This express limited warranty does not cover defects, failures, or conditions in the products sold by Seller that are due to normal wear and tear; abuse; misuse; misapplication; improper installation by another party; improper modification/adjustment/repair; inadequate maintenance; failure to follow the use and safety instructions for the Product; or any other contributing factors unrelated to the material and workmanship of Seller. It is normal for the performance of tools and equipment to degrade over time due to wear and tear. Seller does not warrant that any repaired tool or equipment will function to the same performance standard as the tool or equipment did when it was new. No disassembly, repair, reassembly or return of the Product is permitted without the prior written authorization of Seller. Any disassembly, repair, reassembly or return of the Product except as authorized in writing by Seller to Buyer will void the warranty and void Seller’s responsibilities with respect to the Product. This warranty is not valid or enforceable against Seller unless Buyer has met all payment terms set forth in the Sales Order.

B. No Other Express or Implied Warranty. This express limited warranty by Seller is the sole and exclusive warranty given by Seller and is in lieu of all other warranties or conditions, express or implied (statutory or otherwise), verbal or written. To the fullest extent allowed by applicable law, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. No employee, agent, or representative of Seller is authorized to expand, alter or modify the terms of this express limited warranty, to make any other warranty on behalf of Seller, or to agree to any other remedy or to accept greater liability on behalf of Seller.

C. Express Limited Warranty – Exclusive Remedy. The exclusive remedy and sole obligation of Seller under this express limited warranty will be to, at Seller’s option, provide the material for the repair or replacement of its products, or refund the price received by Seller for the product. Seller reserves the right to require products or parts to be returned, freight prepaid to Seller for inspection and to charge an inspection and a repair or replacement fee if Seller determines that the products or parts are not covered by this express limited warranty. Full cooperation (including the provision of pictures, video links and access) must be afforded to Seller in connection with its efforts to confirm the validity of the express limited warranty claim and to remedy the claim. Replaced or repaired products by Seller will be warranted for the remainder of the original warranty period.

4. LIMITED SCOPE OF PRODUCTS AND SERVICES. Seller agrees to provide only the Services and/or Products indicated in the Sales Order. Unless otherwise specifically stated in the Sales Order, Seller is not responsible for and is not providing (i) advice regarding the type and nature of parts, equipment or services needed unless specifically provided for in the Sales Order, (ii) inspection services of Buyer equipment, (iii) maintenance review of conditions of the existing equipment relating to the

Products or Services requested, (iv) an evaluation of the functionality of equipment not identified in the Sales Order, or (v) generally any other service or product beyond that identified in the Sales Order. Seller is relying upon Buyer's identification of the issue with respect to Products and/or Services to be provided. Seller has no duty to investigate and is not undertaking to investigate any other issues. Seller is expressly not warranting the performance of the vertical lift system as a whole and is not responsible for additional defects discovered after provision of the Products and/or Services. As described in Section 3 hereof, the scope of warranty is expressly limited, and Buyer must prove by a preponderance of the evidence that Seller's actions in performing the Services or performance of the Product are the direct and sole cause of a failure not specified in the Sales Order for such an issue to be considered within the scope of the Warranty provided herein. To the extent employees of Seller become aware of issues that are beyond the scope of the Sales Order, Seller shall make Buyer aware promptly and Buyer has the option to revise the Sales Order to include addressing such issue.

5. CLAIMS; COMMENCEMENT OF ACTIONS. Buyer agrees to inspect all Products within forty-eight (48) hours and agrees to immediately notify Seller of any defects, nonconformities or shortages within such time period. Buyer waives any right to object to defects, nonconformities or shortages after the expiration of such time period. Any claim or action against Seller based upon breach of contract or any other theory, including tort, negligence, or otherwise, must be commenced within twelve (12) months from the date of delivery of the applicable Product or Service without regard to the date of discovery. If Buyer makes a warranty claim and Seller determines that it is not a valid claim within the scope of the warranty, then Seller shall invoice an amount reflecting Seller's costs for investigating and administratively processing the warranty claim and Buyer shall pay such invoice within thirty (30) calendar days. Failure to pay such invoice will be considered both a violation of these terms and conditions and a late payment under Section 7 hereof.

6. CANCELLATION/CHANGES. Orders may not be cancelled after 3 business days from receipt of Sales Order (the "Revision Time Period"). Sales Orders, including site visits, cancelled outside of the Revision Time Period must immediately pay Seller's cancellation charges which include one hundred percent (100%) of the Sales Order charge and an administrative fee. Seller's determination of cancellation charges shall be conclusive. Buyer may request changes to a Sales Order. If Seller agrees to a request by Buyer to change a Sales Order, then Seller may revise the price, fees and dates of delivery.

7. PAYMENT. The price set forth in the Sales Order is final regardless of other documentation. Buyer agrees to the payment terms indicated in the Sales Order. Late payment fees will be charged as follows: one and one-half percent (1.5%) per month or part thereof will be charged for any payment that is late. Payments should be made to the address indicated on the Sales Order. Seller's prices do not include any sales, use, or other taxes or duties unless specifically stated on the Sales Order. Seller's prices do not include shipping, freight or delivery charges unless specifically stated on the Sales Order. Seller reserves the right to negotiate escalation fees as warranted.

8. DISCLAIMER OF DAMAGES. With the exception of the express limited warranty and exclusive remedy set forth above, to the fullest extent allowed by applicable law, Seller disclaims, and shall not be liable for any indirect, proximate, incidental, economic, consequential, (including lost profits, labor costs, legal costs, diminution in value or reputation, down time, business interruption, or lost opportunity), special, punitive or liquidated damages, directly or indirectly, relating to or arising in connection with the Products or Services, including, without limitation, relating to the installation, use, maintenance, and operation of the Products or other property. This limitation applies whether such damages arise from contract, equity, tort (including negligence or strict liability) or any other theory of liability, even if Seller has been advised of the possibility of such damages, or if they are foreseeable. Seller shall not be responsible for claims by any third party, such as, by way of example and not of limitation: (a) a property owner for whom Buyer performed work; (b) a worker who suffered an injury while using a Product or equipment for which Seller provided Services, or (c) an invitee is detained or otherwise restricted by a vertical lift malfunction. This limitation and exclusion of indirect damages applies even if the express limited warranty or remedy fails of its essential purpose.

9. MAXIMUM LIABILITY. Seller's liability shall be limited to the terms of this express limited warranty and in no case will Seller be liable for any amount in excess of the purchase price received by Seller for the specific product at issue. Seller's limitation of liability also applies to any pre-sale consulting with you (including any preliminary technical data consultations or reports); any post-sale consulting with you; and any effort by Seller to repair or replace the products it sells.

10. DESCRIPTIONS. All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, performance ranges or capacity and other details including, without limitation, statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, on web sites, invoices or packaging) are intended to give a general idea of the products, but will not form part of these Terms & Conditions. The Seller accepts no liability in contract or tort, or under statute, regulation or otherwise for any error in or omission from such Descriptions whether caused by the Seller's negligence or otherwise. The information contained on Seller's website supersedes the information contained in any printed catalog or other publication. Seller is not responsible for printers' errors made in any

of its publications and other forms of printed matter, or any computer hardware, software, network or website related errors, or for any stenographic and clerical errors. All such errors are subject to correction.

11. BUYER'S OBLIGATION; RIGHTS OF SELLER. To secure payment of all sums due or otherwise, Seller retains a security interest in all Products and/or Services delivered to Buyer and these Terms & Conditions are deemed to be a Security Agreement under the Uniform Commercial Code ("UCC"). Seller may file, in its sole discretion, any and all documents Seller deems necessary or appropriate to perfect Seller's security interest, including, without limitation, a UCC financing statement, continuation statements, assignments, certificates, publications of notice, renewals, or other documents and instruments with respect to the Products and/or Services.

12. WAIVER AND SEVERABILITY. Failure to enforce any provision of these Terms & Conditions will not invalidate that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. If any term or provision of these Terms & Conditions is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability shall not affect any other provision of these Terms & Conditions. The remaining provisions of these Terms & Conditions will remain in full force and effect.

13. GOVERNING LAW. The Sales Order and these Terms & Conditions shall be governed by, construed and interpreted in accordance with the laws of the State of Tennessee. As a part of the consideration for the Sales Order, and regardless of any present or future domicile of Seller, Seller and Buyer hereby consent and agree that the Circuit Court of Tennessee, or the United States District Court for the Western District of Tennessee in Seller's sole determination, shall have exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer relating to the Sales Order and these Terms & Conditions. Buyer and Seller expressly submit and consent in advance to such jurisdiction and Buyer and Seller waive any objection which they may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*. Buyer and Seller consent to the granting of such legal or equitable relief as is deemed appropriate by such court. In any action by Seller to enforce its rights under the Sales Order and these Terms and Conditions, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorneys' fees and collection costs).

14. INDEMNITY. Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorneys' fees and expenses), whether for personal injury, property damage or any other claim, arising from or relating to the (i) improper selection, application, design, or other misuse of Products purchased by Buyer from Seller; (ii) any act or omission, negligent or otherwise, of Buyer's employees, agents, invitees or contractors; (iii) Buyer's failure to comply with these Terms & Conditions, or (iv) any claims brought against Seller by third parties arising out of the Sales Order, the Services or the Products provided to Buyer. Seller shall not have any duty or obligation to indemnify Buyer under any circumstance.

15. MISCELLANEOUS. Unless otherwise agreed in writing the Sales Order and these Terms & Conditions contain the entire agreement between the Buyer and Seller and constitute the final, complete and exclusive expression of the terms of sale. These Terms & Conditions and the accompanying Sales Order constitute a single integrated and binding contractual agreement between Seller and Buyer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and all such are herein merged. The Sales Order and these Terms & Conditions may only be amended, modified or supplemented by an agreement in writing signed by each party. The provisions set forth in these Terms & Conditions are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.