

## Insulation Technology Group (ITG) STANDARD TERMS AND CONDITIONS

- 1. Agreement.** The contract of sale resulting from documentation on the reverse side or attached hereto, together with these terms and conditions (“Contract”) constitutes the entire agreement between the parties hereto, except as modified in writing signed by both Seller and Purchaser. The Seller is Insulation Technology Group (ITG), and its member companies, Lapp Insulators LLC and PPC Insulators USA, and the Purchaser is identified in the Contract. Any terms in the purchase order, irrespective of materiality, which are either different from or additional to Seller’s terms and conditions of sale, are expressly rejected by Seller and shall be of no force and effect, unless Seller expressly agrees to such different or additional terms in writing, signed by each of Seller and Purchaser. Any execution of a form by Seller to accommodate Purchaser’s procedures or to evidence agreed upon change orders shall not be construed as asset to or acceptance of Purchaser’s terms. Any representations, warranties or statements made by any employee, salesperson or agent of Seller not expressed in the Contract shall not be binding on Seller. Acceptance of the goods shipped shall constitute asset to Seller’s terms and conditions of sale. The Contract shall be binding upon Purchaser and Seller, and on their successors and assigns.
- 2. Acceptance and Approval of Order.** A proposal or quotation from Seller shall not be considered as an offer, but the basis for an order from Purchaser which is subject to acceptance by Seller. An order will become binding upon Seller only when accepted and approved by Seller in writing. None of Buyer’s Terms and Conditions stated on the face of the purchase order or other submission by Buyer shall apply to this transaction unless specifically agreed to in writing by the Seller.
- 3. Credit.** Credit terms of payment must have the approval of Seller’s credit department and must be specified in writing on Seller’s invoice or in the Contract. If Purchaser’s credit is found by Seller to be unsatisfactory, Seller may rescind or terminate the Contract. If at any time during the term of the Contract, Purchaser’s financial responsibility becomes impaired or unsatisfactory to Seller, Seller reserves the right to stop shipment on notification of Purchaser, demand payment in advance or at the time of delivery for future deliveries, or require other security satisfactory to Seller and in the absence thereof, to terminate the unfilled portion of the Contract. Seller will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent possible.
- 4. Payment.** Payment terms are net 30 days. Purchaser agrees to remit payments when due to Seller in accordance with the agreed terms of payment in the Contract with no right of retention or setoff. Purchaser agrees to pay a finance charge of 1.5% per month (or, to the extent permitted by law, if less) on all delinquent balances if and when assessed by Seller, and any collection costs, including court costs and reasonable attorney’s fees, incurred by Seller in an effort to collect delinquent balances due from Purchaser under the Contract. Certain orders may require advance partial payment, in Seller’s sole discretion.
- 5. Taxes.** Seller shall collect all federal, state and local taxes, fees, duties or charges on all orders unless Purchaser furnishes Seller a valid exemption certificate from such tax, fee, duty, or charge at time of PO issuance.
- 6. Force Majeure.** Seller shall not be liable for any delay, impairment, or prevention of Seller’s performance, in whole or in part, due to any event, circumstance or occurrence that is not within Seller’s control, including but not limited to, acts of God, labor disruptions, acts of war, acts of terrorism (actual or threatened), governmental decrees or controls, imposition of or changes to tariffs or duties, changes to commodity markets, insurrections, epidemics, quarantines, strikes, lockouts, shortages, communication or power failure, floods, fires, accidents, explosions, inability to procure or ship products or obtain permits or licenses, inability to procure supplies or raw materials (including fuels), severe weather, catastrophic events, or any other event, circumstance, or cause beyond Seller’s control within the normal conduct of its business (collectively, “Force Majeure”). If Seller’s performance is so delayed, impaired or prevented by Force Majeure, Purchaser agrees that Seller may, at Seller’s option: (a) suspend or terminate performance; and/or (b) increase pricing and/or schedules for delivery or performance, in each case, without liability or penalty to Seller.
- 7. Cancellation.** Buyer may not cancel any order for Goods unless agreed to in writing by ITG. Order cancellations and/or deferrals will be subject to a minimum 25% charge of original order value placed on Seller, or production costs incurred to date of the cancellation request. Cancellation of any special, custom or non-stock orders is not allowed. For stock items, a cancellation request received from Purchaser less than two (2) weeks prior to the confirmed shipment date is not permitted and Purchaser will be charged the full purchase price for such items.
- 8. Change Orders.** If Purchaser desires to change any portion of the Contract, it must make such request in writing to Seller. Seller may, in its sole discretion, accept or reject any such request, and all order modifications must be approved in writing by the Technical & Commercial Support Manager of Seller. Prices and delivery schedule are subject to change. If accepted, the Purchaser nonetheless must take delivery and make payment to Seller for all material manufactured and in stock or process of manufacture at the time of notice, and for which Seller must take delivery, unless otherwise agreed by Seller in writing. All such materials must be removed from Seller’s premises within thirty (30) days after payment and payment will be due at the time of notice. Changes to special, custom or non-stock orders are subject to receipt of a new purchase order from Purchaser, and acceptance by Seller is subject to price revision or adjustment by Seller, in Seller’s sole discretion.
- 9. Inspection and Testing.** Seller’s standard specifications and tests apply to all orders, unless Seller expressly accepts specifications furnished by Purchaser, in writing, with a purchase order. All charges for inspections and tests not regularly furnished are for Purchaser’s account. Any inspection by Purchaser of Seller’s equipment on Seller’s premises shall be requested in writing at least five (5) business days in advance, and shall occur during normal business hours. Any representative of Purchaser conducting such an inspection shall be accompanied at all times by a Seller representative, while on Seller’s premises. Purchaser or its representatives may take written notes, but may not make audio, photographic or video recordings of any such inspection. **[Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser’s factory acceptance of the goods and its authorization for shipment].**
- 10. Prices.** Prices are subject to change without notice and include customs duties and other import or export fees, if any, at the rates in effect on the date a quotation or similar document is issued by Seller. Any change after that date in such duties, fees or rates shall result in

- a price revision to capture any and all additional costs. Orders based on published prices and accepted for scheduled shipment will be invoiced, at Seller's discretion, at Seller's applicable price in effect on the scheduled date of shipment, unless otherwise specifically noted on Seller's order acknowledgment. All prices will be in accordance with applicable government regulations. Orders requiring special packaging may be assessed additional charges. All proposals or quotations are valid for thirty (30) days, unless otherwise noted by Seller.
11. **Delays.** All orders are accepted subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Seller because of Purchaser's delay in furnishing requested information to Seller, delay resulting from order changes by Purchaser or delay in unloading shipments at delivery point. Any information regarding time of performance and/or delivery shall be non-binding, unless otherwise expressly stated by Seller in writing. Time shall not be of the essence for purposes of delivery of the products or goods purchased. All terms of performance and/or delivery shall be subject to (a) correct and timely availability of supplies and raw materials and means to transport products, and (b) Purchaser's timely delivery of all performance or delivery required under the Contract or purchase order. The terms of performance and/or delivery shall be extended by, and for so long as, the above conditions have not been met.
  12. **Shipment.** Seller will select the method of shipment and routing when transportation charges are for account of Seller. When shipping instructions are specified by Purchaser, all costs will be for Purchaser's benefit and charged to Purchaser. The foregoing includes, but is not limited to, carrier's charges for notification prior to delivery, demurrage, delay in unloading, diversion or reconsignment. In order to meet on-time delivery, Purchaser must provide complete site contact information in the purchase order. All costs incurred, including but not limited to labor and materials to unload the truck, will be borne by Purchaser.
  13. **Freight Allowance.** Freight terms are based on regular, enclosed truck, ground transportation to a single destination, unless otherwise agreed to by Seller. If a flatbed truck is required and the order is freight allowed, additional charges will apply. Additional charges apply for shipments during weekends, nights, expedited and/or air shipments. The freight allowance terms are "FOB Origin, Freight Prepaid and Allowed." In the event the freight thresholds are not met, the terms will either be "FOB Origin, Freight Prepaid and Billed" or "FOB Origin, Freight Collect."
  14. **Risk of Loss; Title.** Risk of loss of the products shifts to Purchaser upon Seller's delivery of the products to the carrier at the point of shipment, which will be clearly set forth in the shipment terms of the Contract. Purchaser shall be responsible for protection of the product, placement and compliance with all regulations and ordinances and will indemnify Seller against any and all claims including reasonable attorney's fees for personal injury or property damage arising from the storage, use, handling or modification of such products. Title shall transfer to Purchaser upon Seller's receipt of payment in full.
  15. **Claims.** Notice of claims against Seller hereunder for any reason must be made to Seller in writing within seven (7) calendar days after delivery and within any applicable warranty period. Failure to give such notice to Seller shall constitute a waiver by Purchaser of any right later to assert such claim. Products must be inspected by Purchaser upon receipt and notice of defects or damage must be given to Seller within 24 hours of receipt of product.
  16. **Returns.** All requests for returned goods must first be requested in writing, including photos of the goods to be returned, by Purchaser and approved in writing by the Technical & Commercial Support Manager of Seller. After written approval, returned goods shall be accepted for credit only if in saleable condition and only with evidence of Seller's written consent. Products must be in original shipment packaging and must be unopened. Products may not be returned if such products were installed. Special order, custom or non-stock products may not be returned. All returned products are subject to a minimum 25% restocking fee. Returned products will be subject to a final inspection to confirm goods are in saleable condition. Should damages be identified, written notice will be sent, with photo evidence, to the Purchaser. Goods that do not pass receipt inspection will be deducted from the Purchaser's credit. Delivery costs to and from the Purchaser that were paid by Seller will be deducted along with all loading and unloading costs. Purchaser is responsible for cost of return freight.
  17. **Confidentiality – Intellectual Property.** All drawings, designs and models, specifications and other technical information, methodology, processes, work of authorship and similar work product respectively developed by Seller, its parents, subsidiaries or affiliates, financial status, accounting data, methods of operation, intellectual property (including but not limited to copyrights, patents, trade names, and trademarks), products, equipment, technologies, and other confidential information, either written or oral, shall be considered confidential and proprietary (the "Confidential Information."). Seller shall retain full right, title license and interest in any and all Confidential Information which shall at all times remain the property of Seller. Buyer shall not, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever other than in the performance of the Contract, any Confidential Information to any third party without Seller's prior written authorization. Buyer acknowledges that this Contract conveys to Buyer on a limited right to use the Confidential Information in the course of performing the Contract. Purchaser further agrees that, except for such right to use, it shall not assert any right, title or interest in or to the Confidential Information and shall hold all Confidential Information in strict confidence, using the same degree of care, but not less than reasonable degree of care, as it employs with its own information of like importance.
  18. **Warranty; Limitation of Liability.** Seller warrants title to each individual product sold under the Contract and further warrants for a period of three (3) years after shipment, but only to the extent and limit of the purchase price paid for such individual product, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship under normal service and use for which it was designed. Seller's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Seller: delivering to Purchaser a replacement for any product part thereof determined by Seller to be defective; repairing such product or part; or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. SELLER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH SELLER'S PRODUCTS OR ANY SALE OR USE THEREOF. Purchaser must notify Seller within thirty (30) calendar

days of discovery and within the warranty period of any claim under this warranty. Seller warranty extends only to the first purchaser of a product from Seller [or Seller's authorized distributor and their customer]. Seller disclaims, and shall not be responsible for, any liability arising in tort, including strict liability, and Seller further disclaims and shall not be responsible for any liability (whether arising under this or any other provision of the Contract or otherwise) for any costs (including costs of removal or replacement), liabilities, lost profits, loss of goodwill or any other general, direct, special, incidental or consequential damages incurred by Purchaser in connection with Contract or any product purchased thereunder, in all cases irrespective of whether Seller was advised of the possibility of such liability.

19. **Indemnification.** Purchaser agrees to indemnify, defend and hold Seller harmless for any and all demands, claims, actions or judgments of a third party against Seller, directly or indirectly, relating to injury and/or death of any and all persons and for loss of and/or damage to property arising out of Purchaser's sale, resale and/or misuse of products and/or Purchaser's negligence or willful misconduct. This indemnification obligation shall apply even in the event of the fault negligence or strict liability of Seller.
20. **Assignment.** The Contract is not assignable or transferrable, in whole or in part, by Buyer without the written approval of Seller, whether by a sale of substantially all of the assets or a majority of the equity interests in Purchaser, and any attempted assignment or transfer shall be null and void.
21. **Governing Law; Venue.** The contract for sale of the Goods shall be governed by the laws of the State of Texas, excluding both its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. The parties agree that the exclusive venue for pursuing any claim arising hereunder shall lie in the state or federal courts of the State of Texas, and Buyer consents to the jurisdiction of such courts, but a judgment from such courts may be enforced in any court of competent jurisdiction.
22. **Compliance with Law.** Seller warrants that no applicable code, law, or regulation has been violated in the manufacture or sale of the items covered by the Contract and warrants that the equipment supplies and/or articles covered thereby conform with all such requirements. Purchaser warrants that it shall comply with all applicable codes, laws, and regulations. Purchaser shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract.

**Dated March 2026**