

## Standard Terms and Conditions of Sale

- General** – These standard terms and conditions of sale (the “Terms”) apply to the sale of all goods provided by Keystone Clean Air Solutions LLC and/or the applicable affiliate of Keystone Clean Air Solutions LLC named in the quotation (“KEYSTONE”). The buyer (the “Buyer”) shall be conclusively deemed to have accepted the Terms by any one or more of the following methods: (i) issuing a purchase order to KEYSTONE; (ii) instructing KEYSTONE to provide goods, or (iii) the receipt of any portion of the goods from KEYSTONE. The Terms shall be binding upon the Buyer and its successors and permitted assigns and shall not be waived, altered, or modified without the prior written agreement of KEYSTONE. All Buyer’s terms and conditions in addition to or in conflict with those contained in these Terms are hereby rejected and will be void.
- Orders** - Any order by the Buyer is subject to the acceptance of KEYSTONE and not binding until accepted in writing by KEYSTONE. KEYSTONE reserves the right to refuse or revoke acceptance of orders for any reason in its sole discretion including, without limitation, the credit rating or reputation of the Buyer, errors in pricing, specification, or payment terms, without any liability to KEYSTONE. All orders submitted to KEYSTONE shall include Buyer’s resale permit number or a tax-exempt number, and shall be accompanied by the appropriate quotation or pricing and selection printouts from KEYSTONE’s selection and pricing software.
- Payment Terms** – Payment terms shall be thirty (30) days net from date of invoice unless otherwise stipulated in any quotation provided to the Buyer by KEYSTONE. If payment is not made as required, the Buyer agrees to pay interest on all past due amounts at the rate of 1.5% per month or 18% annually. Any claims or disputes against an invoice must be made within ten (10) days of the date of invoice. Goods remain the property of KEYSTONE until such time as the associated invoice is paid in full. The Buyer further agrees to pay all costs of collection incurred by KEYSTONE including, without limitation, all court costs, legal fees on a solicitor and own client basis and collection agency fees. Failure to make payment in full on or before the due date will constitute a material breach of these terms and conditions and will also void any and all warranties. The foregoing rights shall be in addition to and not in lieu of any other remedies KEYSTONE may have at law or equity for such default and delinquency.
- Shipping and Risk of Loss** – Unless otherwise set forth in the quotation or order acknowledgment, all shipments within Canada and the United States (excluding Hawaii and Alaska) will be DAP (Delivered at Place) at the address specified in KEYSTONE’s quotation or order acknowledgment (Incoterms 2020) with risk of loss transferring to the Buyer when the goods are ready for unloading and placed at Buyer’s disposal at the place of destination named in the quotation. It is therefore the responsibility of KEYSTONE to file any freight claims with the carrier should there be any damage before unloading at the named place in the quotation; provided however KEYSTONE’S risk of loss before unloading at the name place is conditional on Buyer conducting a thorough inspection before unloading at the named place in the quotation, Buyer providing KEYSTONE notice of any claimed damage immediately following such inspection, and Buyer cooperating with KEYSTONE in regards to any claim. Notwithstanding the foregoing, all shipments outside of Canada or the United States, or to Hawaii or Alaska, will be subject to the shipping terms set forth in the quotation or order acknowledgment.
- Quotations** – Quotations made by KEYSTONE are without obligation and not binding on KEYSTONE. Unless otherwise specified in the quotation, all prices quoted by KEYSTONE are valid for thirty (30) days from the quotation date and sixty (60) days from submittal delivery. All quotations issued by KEYSTONE automatically expire within 60 days from the date quoted. All stenographic and clerical errors are subject to correction.
- Price Changes** – KEYSTONE reserves the right to, at any time, increase or decrease any price quoted for the supply of goods with any such increase or decrease to apply to any portion(s) of the sale that is not delivered as of the effective date of such change. Any such price change will not apply to any portion(s) of the sale delivered and invoiced prior to the effective date of the price change.
- Delivery** – Scheduled or stipulated delivery dates are estimates only. KEYSTONE’s obligations are and shall be subject to prompt receipt of the product specifications and other necessary information from the Buyer. KEYSTONE’s obligations under this contract shall be subject to acts of God, acts of the Buyer, acts or orders of civil or military authorities, fire, accidents, strikes, lockouts, labour disputes, flood, epidemic, pandemic, quarantine restrictions, war, riot, delays in transportation or delivery of goods, inability to obtain necessary engineering talent or other labour or materials or manufacturing facilities, or any other cause or causes, whether or not similar to any of the foregoing, beyond KEYSTONE’s reasonable control. KEYSTONE shall not be liable for any loss or damages of any kind or nature whatsoever, whether direct, indirect or consequential, suffered by any person including, without limitation, the Buyer and any customer of the Buyer, as a result of any such causes or any delay resulting therefrom. In the event of delay due to causes beyond the reasonable control of KEYSTONE, the delivery date(s) shall be extended for such reasonable length of time as may be necessary to permit delivery of the order(s), however, KEYSTONE reserves the right to terminate the order(s) should fulfillment hereof, in whole or in part, be delayed or rendered impossible by any of the foregoing causes. In the event of such termination, KEYSTONE’s liability and obligations under or arising out of the order(s) and these Terms shall immediately cease except with respect to any goods shipped prior to such termination and the Buyer shall remain liable to accept and pay for goods so shipped.
- Order Cancellation** – Due to the custom nature of the goods to be supplied to the Buyer by KEYSTONE, orders may not be canceled by the Buyer, in whole or in part, without the prior written consent of KEYSTONE. In the event that KEYSTONE consents to the cancellation of an order(s), in whole or in part, KEYSTONE’s liability and obligations under or arising out of the order(s) and these Terms shall immediately cease except with respect to any goods shipped hereunder prior to such cancellation and the Buyer shall remain liable to accept and pay for goods so shipped and the Buyer shall be liable for and shall pay all costs whatsoever incurred by KEYSTONE in connection with the cancelled order(s) including, without limitation, labour expended on the order(s), materials and purchases allocated to the order(s), any return/restocking fees and commitments made by KEYSTONE for purchased components and materials, reasonable overhead and profit. KEYSTONE shall, under no circumstances, be required to use or attempt to resell any goods manufactured or materials obtained in connection with cancelled order(s).

9. **Product Specifications** – KEYSTONE has provided a KEYSTONE quotation(s) to the Buyer and will manufacture the goods to be supplied in accordance with the technical documentation established by KEYSTONE for each type of product. Any required details and specifications must be clearly and expressly provided by Buyer, and agreed to, in writing, by KEYSTONE. Buyer is solely responsible for ensuring KEYSTONE'S quotation and technical documentation meets project requirements. KEYSTONE shall not be liable for any loss or damages of any kind or nature whatsoever, whether direct, indirect or consequential, suffered by any person including, without limitation, the Buyer and any customer of the Buyer, resulting from product specifications supplied and/or omitted. The Buyer shall, at all times, assume liability for and pay KEYSTONE for the cost of the material and resources, work-in-process and finished goods that have become obsolete or that can no longer be used due to any such changes to the specifications supplied.
10. **Limited Warranty** –
- (A) KEYSTONE warrants to Buyer that, at the time of shipment, any goods manufactured by KEYSTONE will be free from defects arising from manufacturing, workmanship, or a failure to adhere to KEYSTONE's published catalog specifications and specified material. If KEYSTONE is notified in writing of any such defect within one (1) year from the date of shipment, Keystone will, at its sole option, repair, replace, or refund the purchase price paid by the customer for the defective product. Such remedies are the exclusive remedies available under this warranty.
  - (B) Since product improvement is a continuing endeavor at KEYSTONE, catalog specifications are subject to change without notice. KEYSTONE updates specifications from time to time.
  - (C) If KEYSTONE elects to repair or replace goods, KEYSTONE will not be responsible for labor and freight charges incurred in replacing goods, nor will Keystone be responsible for incidental, consequential (including, without limitation, lost profit or loss of use), or special or punitive damages. If KEYSTONE elects to repair goods, the customer will assist by providing KEYSTONE with all details of the problem and a written quotation for the costs of such work to be carried out. If the repair is authorized by KEYSTONE, then the customer will assist by coordinating and supervising the repair work.
  - (D) KEYSTONE makes no warranty whatsoever with respect to goods, or components or items in goods that may be warranted separately by their manufacturer. KEYSTONE does not warrant, take any responsibility for or assume any liability for programming any controls, devices, or other goods except programming performed by KEYSTONE. KEYSTONE makes no warranty for services. KEYSTONE does not warrant factory mounted controls and components supplied by a third party for mounting by KEYSTONE. KEYSTONE makes no warranty concerning the infringement of third party intellectual property rights. Any back-charges for equipment under warranty by others will only be accepted if prior written approval is given by KEYSTONE.
  - (E) This warranty shall not apply to goods that have been: (1) altered or repaired by anyone other than KEYSTONE's approved personnel; (2) damaged by circumstances beyond the reasonable control of KEYSTONE; (3) incorrectly installed, incorrectly commissioned, incorrectly programmed or improperly used or maintained; or (4) subjected to conditions of use and or maintenance not in conformity with KEYSTONE's manuals and instructions. Any warranty on such products shall be void.
  - (F) **THE WARRANTIES AND LIABILITIES SET FORTH IN THE PRIOR PARAGRAPHS ARE THE ONLY WARRANTIES OR LIABILITIES OF KEYSTONE, AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM CONTRACT OR NEGLIGENCE OR OTHERWISE, IN LAW, OR IN FACT. KEYSTONE MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE AND DISCLAIMS ALL SUCH WARRANTIES.**
  - (G) The foregoing warranty shall terminate unless the customer shall inform KEYSTONE in writing of any flaw, defect, or deficiency in the goods promptly after such flaw, defect, or deficiency becomes apparent and, in any case, within thirteen (13) months from date of shipment.
  - (H) This warranty shall be governed by the laws of the United States and the State of Georgia, without regard to the conflict-of-law rules of any particular jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any proceeding concerning this warranty is subject to Section 20 below and must be initiated within eighteen (18) months of the date of accrual of such claim. If an eighteen-month limitation period is determined to be unenforceable, then the applicable limitation period shall be the shortest limitation period allowed by the applicable jurisdiction's version of the Uniform Commercial Code.
11. **LIMITATIONS OF LIABILITY** – **IN NO EVENT WILL KEYSTONE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY BUSINESS EXPENSES, LOSS OF USE, REVENUE, OR PROFIT, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION SOLE OR CONCURRENT NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KEYSTONE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL KEYSTONE'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE GOODS, WHETHER ARISING OUT OF, RELATED TO, OR BASED IN BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), INDEMNIFICATION, BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO KEYSTONE FOR THE GOODS GIVING RISE TO THE CLAIM.** Buyer shall not have the right to retain, back charge, or set off against any amount which may be or become payable by it to KEYSTONE or otherwise, for amounts which KEYSTONE may allegedly or in fact owe Buyer whether arising hereunder or otherwise.
12. **Indemnification** - Buyer will defend, indemnify, and hold harmless KEYSTONE and its parent company, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or in connection with any of the goods provided by KEYSTONE or the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to: (i) any misuse or modification of the goods by Buyer or its employees or agents; (ii) any act (or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that KEYSTONE provides to Buyer or its employees or agents; or (iii) the failure to properly store, install, operate, or maintain the goods.

13. **No License** - The sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by KEYSTONE, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to KEYSTONE, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without KEYSTONE's prior written consent, use any trademark or trade name of KEYSTONE in connection with any goods, other than with respect to the resale of the goods by or on behalf of KEYSTONE.
14. **Proprietary Property** – All rights to technical data, patents, copyrights, and trade secrets associated with the goods sold by KEYSTONE shall remain vested in KEYSTONE, together with any improvements, modifications and derivative works of the goods. Ownership of all specifications, drawings, sketches, inventions, molds, tooling, models, samples, designed, technical information and data or other documentation (regardless of the medium) written, oral or otherwise furnished on behalf of KEYSTONE (the "Documentation") and all other associated intellectual or industrial property rights shall remain the property of KEYSTONE, whether paid for by the Buyer or not. Buyer shall not and shall not cause others to attempt to disassemble, reverse engineer, or copy, sublicense in whole or in part, any of the goods, including the Documentation.
15. **Design Services** – In the event that KEYSTONE is retained for product design services, the Buyer assumes the responsibility to verify, validate, and approve the design prior to manufacture. Upon acceptance of the design made by KEYSTONE, the Buyer shall defend, indemnify and hold KEYSTONE harmless from any loss or damages, liability and/or expense (including attorneys' fees) incurred or suffered by KEYSTONE as the result of any claims, suits, actions or demands of any kind as it relates to this design service.
16. **Intellectual Property** – As a condition of acceptance of an order, the Buyer represents and warrants to KEYSTONE that the goods to be supplied or the manufacture thereof by KEYSTONE do not constitute infringement of any patents, inventions, trademarks, copyrights or other intellectual property rights of any person and the Buyer covenants to indemnify and save KEYSTONE absolutely harmless against any claims or damages for infringements.
17. **Taxes** –All prices do not include any federal, state, local sales, excise, or other taxes or surcharges unless specifically indicated. Any applicable taxes, tariffs or duties will be added to the Buyer's purchase order and the Buyer shall pay or reimburse KEYSTONE for all applicable taxes, tariffs, or duties, whether federal, state, or otherwise.
18. **Export and Import** - Buyer is solely responsible for compliance with all applicable laws relating to export and/or import and obtaining any export and/or import licenses and other consents required for a shipment at its own expense, and will provide the licenses and consents to KEYSTONE before shipment.
19. **Termination** – In addition to the rights of KEYSTONE under Section 2 hereof, the order(s) and these Terms may be immediately terminated by KEYSTONE in the following circumstances: a) the Buyer breaches any of its obligations under or arising from the order or these Terms; b) any proceedings in insolvency, bankruptcy (including reorganization), liquidation, or winding up are instituted against Buyer, whether filed or instituted by Buyer, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer, or c) the Buyer takes any steps to wind-up, dissolve or terminate its corporate existence or its business. Notwithstanding a termination for any cause, the obligations of the Buyer to KEYSTONE set forth in Sections 1, 2, 7 through to and including 17 hereof shall survive such termination and shall remain in force until discharged.
20. **Governing Law** – These Terms shall be governed by the laws of the State of Georgia. **The parties agree to submit all claims and controversies arising under or relating to the Parties' relationship, these Terms, transactions pursuant to these Terms or a breach of these Terms, to binding arbitration; provided, however, that such matters may first, in good faith, be submitted to mediation upon mutual agreement prior to arbitration. Arbitration under this paragraph shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in the AAA offices in Atlanta, Georgia. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Whether the parties use mediation or arbitration, each shall bear its own attorney's fees and costs.**
21. **Assignment** – These Terms may not be assigned, in whole or in part, by the Buyer, without the prior written consent of KEYSTONE. These Terms shall endure to the benefit of and be binding upon the successors and assigns of KEYSTONE and the Buyer respectively.
22. **Severability** – Any provision hereof which is contrary to law shall not invalidate any other provision hereof and may be severed from these Terms without affecting the validity thereof.
23. **Waiver** – No waiver by KEYSTONE or Buyer of any breach of these Terms shall be construed as a waiver of any succeeding breach of the same or of any other term or condition contained herein, and in no event shall this provision itself be waived.
24. **Entire Agreement** - These Terms govern the entire agreement between the parties including quotations, purchase orders, order acknowledgements, sales documents, shipping requests and any other oral and written communication relating to the goods. These Terms supersede all existing terms including oral or written communications between the Parties. KEYSTONE hereby expressly rejects any terms in any other purchase, sale or delivery documents and communications that are in addition to or inconsistent with the Terms set forth herein.