



**TERMS AND CONDITIONS**  
**(Purchase of Products from Vendors)**

These Terms and Conditions (these “Terms and Conditions”), together with all purchase orders issued by RESOURCE MATERIAL HANDLING AND RECYCLING, INC. (“Resource”) to you (“Vendor”) (“Purchase Orders,” and collectively with these Terms and Conditions, the “Agreement”), govern each purchase by Resource of materials, parts, products, machines, tooling, and other tangible items sole by Vendor (“Products”).

1. Exclusive Terms and Conditions. The parties intend for the Agreement to exclusively govern and control each of the parties’ respective rights and obligations in connection with all purchases by Resource of Products. Vendor’s acceptance of any Purchase Order is expressly limited to acceptance of the terms of the Agreement. Without limiting the foregoing, any additional or different terms contained in any quotation, sales order, invoice, or other request or communication by Vendor pertaining to Products, or any attempt by Vendor to modify, supersede, supplement, or otherwise alter the Agreement, will not modify the Agreement or be binding on the parties. In the event of a conflict between these Terms and Conditions and a Purchase Order, these Terms and Conditions will control, except for terms relating to Product description, quantity, specifications, price, or payment, in which case the Purchase Order will control. It is Vendor’s responsibility to comply with each Purchase Order and all referenced documents, and to clarify with Resource any inconsistencies or conflicts in any part of a Purchase Order or referenced document. Should Vendor fail to contact Resource to resolve conflicts or inconsistencies, Vendor will be solely responsible for errors resulting from such conflicts or inconsistencies.

2. Sale of Products: Price and Payment.

(a) Vendor shall sell to Resource, and Resource shall purchase from Vendor, the Products set forth on each Purchase Order, at the prices set forth on the Purchase Order (the “Prices”). Vendor warrants that Prices shall be complete, and no additional charges of any type (including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating) may be added without Resource’ written consent.

(b) Vendor accepts a Purchase Order by either sending notification of acceptance or beginning work under the Purchase Order, whichever occurs first. Once a Purchase Order is accepted by Vendor, Vendor may not cancel the Purchase Order without Resource’s written consent.

(c) Resource may, without the written consent of Vendor, cancel a Purchase Order at any time prior to Vendor’s written acceptance of a Purchase Order.

(d) Resource shall have the right to make, from time to time, changes as to packing, testing, destination, specifications, designs, quantity, and delivery schedule of Products covered by any Purchase Order. Vendor shall promptly notify Resource if these changes affect price or other terms and shall request Resource’ written authorization to modify any Purchase Order accordingly. Claims for adjustments under this clause must be

asserted within 30 days from the date Vendor is notified of the changes.

(e) Vendor shall make no change in material or accessories, supply chain used, construction, or fabrication techniques or test methods used without the prior written consent of Resource. Any such changes desired by the Vendor shall be requested in writing indicating reason for such change and including the effect on cost and performance.

(f) Resource shall make all payments due to Vendor within 30 days after receipt of an invoice in immediately available funds. Invoices must be dated no earlier than date of shipment of Products.

3. Delivery. Time is of the essence for the fulfillment of each Purchase Order. Vendor shall deliver Products by the delivery date set forth on the Purchase Order (the “Delivery Date”). Vendor shall be liable for any delays, loss, or damage in transit. Vendor shall deliver Products to the location set forth on the Purchase Order (the “Delivery Point”) using methods mutually agreed upon by the parties in writing for packaging and shipping. Notwithstanding anything to the contrary, if Products are not received by Resource by the Delivery Date, Vendor shall ship the Products via expedited shipping and pay for all costs associated with the expedited shipping. If Vendor for any reason does not complete delivery of all Products within the applicable Delivery Date, Resource may, at its option, as to the items not yet shipped (a) approve the revised delivery schedule, (b) reduce the total quantity of Products covered by the applicable Purchase Order, or (c) terminate the applicable Purchase Order and purchase substitute items elsewhere and charge Vendor with any loss sustained. Deliveries of Products in advance of the specified Delivery Date are prohibited without Resource’ prior written consent.

4. Title and Risk of Loss. Title and risk of loss passes to Resource upon delivery of Products at the Delivery Point. Without limiting the foregoing, Vendor shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation.

5. Inspection and Rejection of Nonconforming Products. Resource shall inspect Products within a reasonable period of time after receipt (“Inspection Period”) and inform Vendor of any Nonconforming Products. “Nonconforming Products” means Products delivered that are (a) damaged, (b) not in conformance with the specifications set forth in the Purchase Order or (c) in a quantity greater than the quantity set forth in the Purchase Order (“Excess Products”). Resource’ weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. At Resource’ option, Vendor shall either (i) replace Nonconforming Products with conforming Products, or (ii) refund the pro-rata Price for the Nonconforming Products. Notwithstanding the foregoing, Resource shall not be obligated to pay for Excess Products, and if Vendor requests a return of the Excess Products, the return shall be at the sole expense of Vendor. Nothing in the Agreement shall relieve Vendor’s obligation to test, inspect, and implement effective quality control measures.

6. Warranties. Vendor warrants to Resource that (a) the Products will not infringe on the intellectual property rights of any third party; (b) the Products will conform to the applicable specifications; and (c) for (i) a period of 12 months from the date of receipt of Products or (ii) the applicable warranty period for Products stated by Vendor in a separate document (whichever period of time is longer), Products will be free from defects in material, workmanship, and title. Vendor further warrants that all Products will be merchantable, and will be safe and appropriate for the purpose for which goods of that kind are normally used. If Vendor knows or has reason to know of a particular purpose for which Resource intends to use the Products, Vendor warrants the Products will be fit for such purpose. Vendor's warranties run to Resource, its successors, assigns, and customers, and other users of the Products. With respect to any infringing or defective Products, Vendor shall, at Resource' option, either: (a) repair or replace such Products or (b) refund the pro-rata price for such Products. Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Resource or its agents, customers, or other suppliers or vendors for alleged patent infringement relating to Products, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of the Products.

7. Setoff. Notwithstanding anything to the contrary, and without prejudice to any other right or remedy it has or may have, Resource may set off or recoup any liability it owes to Vendor against any liability for which Vendor is liable to Resource.

8. Inspection; Records. Vendor shall allow Resource, its customer, and regulatory agencies to inspect the applicable areas of all facilities, at any level of the supply chain, involved in the fulfillment of a Purchase Order and to all applicable records. Vendor shall flow down to sub-tier suppliers and vendors all applicable requirements in the Agreement. Vendor shall maintain records relating to Products and the Agreement for a minimum of five years.

9. Intellectual Property. Notwithstanding anything contained in the Agreement to the contrary, Resource shall remain the sole owner of all of its registered and unregistered intellectual property (including, without limitation, patents, copyrights, trademarks, and trade secrets, and all derivatives and improvements thereto) ("Resource IP"), and under no circumstances will Vendor have any right under or to Resource IP. Vendor shall not use any Resource IP without Resource' prior written consent.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL RESOURCE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, THE PRODUCTS OR IN CONNECTION WITH ANY BREACH UNDER THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL RESOURCE' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS OR IN CONNECTION WITH ANY BREACH UNDER THE AGREEMENT,

WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY RESOURCE FOR THE PRODUCTS DIRECTLY GIVING RISE TO THE LIABILITY.

11. Compliance with Laws.

(a) Vendor represents and warrants to Resource that it (i) is in compliance with and shall comply with all applicable domestic and foreign laws, regulations, and ordinances, and (ii) has and shall maintain in effect at its sole cost all the certifications, credentials, licenses, permissions, authorizations, consents, and permits that it needs to own its property, operate its business, and carry out its respective obligations under the Agreement.

(b) Without limiting the foregoing, Vendor represents and warrants that it, its agents, and each person or entity that owns or controls it, is not and has not been a designated target of economic trade sanctions promulgated by the country of origin of the Products or the United States, European Union, or United Nations and is in compliance with, and shall comply with, (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701), and all other laws administered by the Office of Foreign Assets Control (OFAC) or any other governmental authority imposing economic sanctions and trade embargoes against countries and third parties designated in such laws, (ii) the Foreign Corrupt Practices Act of 1977, as amended, and (iii) all domestic and foreign customs law and requirements applicable to Vendor or Products. Vendor agrees not to provide or offer any representative, officer, director, or employee of Resource, or any member of such person's family, any favors, gifts, gratuities, or favorable treatment for the purpose of securing work under a Purchase Order or any future business opportunities.

12. Indemnification. Vendor shall indemnify, defend, and hold harmless Resource, its affiliates and their respective equity holders, directors, officers, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, fees, or expenses of whatever kind (including reasonable attorneys' fees), and the costs of enforcing any right to indemnification under a the Agreement, in any way relating to a claim arising out of or occurring in connection with (a) a defect in Products, (b) Vendor's negligence or willful misconduct, (c) Vendor's breach of the Agreement, or (s) Vendor's infringement or violation of a third party's intellectual property rights. Vendor shall not enter into any settlement without Resource' prior written consent.

13. Insurance. Vendor will at all times maintain liability insurance with limits in commercially reasonable amounts for death, bodily injury, and property damage, and shall name Resource as an additional insured. Upon request, Vendor shall provide verification of this insurance coverage by submitting a certificate of insurance to Resource. Vendor's liability under the Agreement is not limited to the sum insured.

14. Termination. Resource may terminate any Purchase Order (a) upon prior written notice to Vendor at any time prior to Vendor delivering Products under a Purchase Order, (b) upon prior written notice to Vendor if Vendor breaches any provision of the Agreement, and such breach is not cured within 10 business days after Vendor receives notice of the breach, and (c)

with immediate effect upon written notice to Vendor, if Vendor becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Upon receipt of a termination notice, Vendor shall promptly comply with the directions contained in the notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs, and liabilities for the terminated work, and (2) continue the performance of any part of the work not terminated by Resource, if any.

15. Confidential Information. All non-public, confidential, or proprietary information of Resource, including, without limitation, the terms and provisions of all Purchase Orders and all drawings, specifications, or other documents prepared by Vendor for Resource in connection with a Purchase Order, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not identified as "confidential," is confidential, and may be used by Vendor solely for the use of performing under the Agreement and may not be disclosed or copied unless authorized by Resource in writing. Upon Resource' request, Vendor shall promptly return all documents and other materials containing Resource' confidential information. Resource shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by Vendor on a non-confidential basis from a third party.

16. Cumulative Remedies. All rights and remedies of Resource provided in the Agreement are cumulative and not exclusive, and the exercise by Resource of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

17. Attorneys' Fees. In any dispute concerning the Products or the Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expenses, costs of investigation, costs of any accounting or other professional advisers engaged to assist the prevailing party, and other reasonable out-of-pocket costs, in addition to any other relief to which such party may be entitled.

18. Assignment. Vendor may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of Resource. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. No assignment, transfer, or delegation shall relieve Vendor of any of its obligations under the Agreement.

19. Independent Contractor. Each party shall be considered to be an independent contractor under the Agreement. The relationship between the parties shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment.

20. Third Party Beneficiaries. Except for indemnification obligations, no provision of the Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties and their respective successors and permitted assigns.

21. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Waivers. No waiver by Resource of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by Resource. No waiver by Resource will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

23. Notices. Any notices under or pursuant to the Agreement will be deemed duly sent when delivered (a) to Resource at sales@resourcemhr.com (with confirmation of receipt) and (b) to Buyer at either (i) an email previously provided to Resource (with confirmation of receipt) or (ii) a physical address in person, by courier, by registered or certified mail, return receipt requested, by FedEx or UPS.

24. Entire Agreement; Amendments. The Agreement constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of the Agreement. The Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both parties.

25. Choice of Law and Forum. The Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action or proceeding arising out of or related to the Agreement, or the matters contemplated under the Agreement, shall be instituted exclusively in the federal or state courts located in Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*; provided, however, that nothing contained herein will prevent Resource from bringing any action or exercising any rights against Vendor or its property within any other state or nation. Neither the Uniform Law on International Sale of Goods, Uniform Law on Formation of Contracts for International Sale of Goods, nor the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto) shall apply to the Agreement.