

Faster, Inc. General Terms and Conditions of Sale

These General Terms and Conditions of Sale (hereinafter referred to as “**T&Cs**”) will apply to all sale contracts between Faster, Inc., an Ohio corporation (hereinafter referred to as “**Seller**”), and any of its customers (hereinafter referred to as “**Buyer**”) for the sale of Seller’s goods and/or services (hereinafter referred to as “**Products**”). (Seller and Buyer are hereinafter severally referred to as “**Party**” and collectively referred to as “**Parties**”).

Buyer accepts these T&Cs and agrees that, unless otherwise specifically agreed in writing by the Parties, these T&Cs, together with the item, quantity, price, and similar terms as set out in Seller’s written quotation, order confirmation, and/or invoice, constitute the entire agreement between Seller and Buyer (hereinafter referred to as the “**Agreement**”), superseding all other communications and documentation.

These T&Cs supplement and complete the information contained in the Buyer’s order and in the Seller’s order confirmation, even if no reference is made in said order or order confirmation to said T&Cs. In case of conflict between the contents of these T&Cs and the provisions contained in the Buyer’s order and/or in the Seller’s order confirmation, these T&Cs will prevail.

(1) Purchase Orders & Acceptance

1.1 Orders. Orders must be presented in writing or via electronic means acceptable to Seller and will be considered accepted only by written or electronic order confirmation or shipment of the Products ordered. Seller reserves the right, in its sole discretion and without liability, to decline any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed “in writing” and “signed” and any printout of electronic transmissions maintained in the ordinary course of business will be considered an “original” and admissible as between Seller and Buyer to the same extent and under the same conditions as other business records maintained in documentary form. Seller will be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do and accept the terms and conditions herein.

1.2 Order Changes & Cancellations. Orders for standard Products cannot be cancelled or changed by Buyer within 30 days of delivery without written agreement by Seller. Orders for non-standard, custom or prototype Products cannot be cancelled or changed.

1.3 Product and Process Changes. Seller has the right to introduce technical and manufacturing changes to the Products (including Seller’s and its suppliers’ and partners’ manufacturing processes) and/or terminate, suspend or cease production of certain Products, without having to obtain permission from Buyer.

1.4 Partial Sale. In the event of difficulties in manufacturing the required quantities of Products, Seller will be permitted to make a partial sale.

(2) Payment Terms

2.1 Price Changes, Taxes/Tariffs. Unless otherwise specifically agreed in writing by the Parties, Seller reserves the right to amend the prices (list prices) at any time without notice. Buyer is responsible for payment of all sales, use, excise, value added, goods and services, customs, documentary, and import/export, or similar tax, tariff, fee, or duty now or later imposed upon the production, storage, sale, transportation, or use of the Products. If paid or provided by Seller, all such amounts will be invoiced to and paid by Buyer in addition to the price unless, in the case of taxes, Buyer provides an exemption certificate acceptable to the applicable taxing authority.

2.2 Importance of Terms. Buyer undertakes to comply strictly with the terms of payment as stated herein.

2.3 Payment Terms. Buyer will make payment to Seller within 30 days from the date of invoice by cashier’s check, certified check, bank draft, or wire transfer to an account Seller designates from time to time, except that if Buyer’s account is past due, Buyer must make payment by wire transfer. All payments must be made without set-off, counterclaim, abatement, or other similar deduction. If Buyer is delinquent in any payment due, Seller in its discretion may exercise any and all available remedies hereunder or at law, including off-setting, and may initiate credit recovery procedures on all open orders. Unfulfilled orders will not be shipped and future orders will not be confirmed until Buyer’s account is brought current, including any outstanding interest charges. Seller may charge interest of 18% per annum or the maximum rate permitted by law, whichever is less, on all past due balances, accruing on a daily basis until full payment is made. If Buyer defaults and this account is turned over to an agency and/or attorney for collection, Buyer will pay all reasonable attorney fees and/or the costs of collection.

2.4 Withholding of Payment. Buyer will not be entitled because of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to Seller.

(3) Delivery, Title, and Risk of Losses

3.1 Delivery. Seller will deliver all Products specified in Buyer’s purchase orders Ex Works (EXW, INCOTERMS 2010) Seller’s shipping facility. Buyer will be responsible for obtaining any necessary import or export licenses, enrollments, permissions and registrations with respect to the Products. Seller may refuse or delay shipments of Products or require payment in advance of shipment if Buyer does not make full payment of Product invoices when due. Buyer must notify Seller, within seven calendar days of receipt of Products, of any discrepancies related to Buyer’s order. Any failure to notify Seller within this time period shall be deemed an acceptance by Buyer.

3.2 Risk and Title. The risk of loss or damage to the Products will pass to Buyer when Products are delivered to Buyer or its agents pursuant to the applicable INCOTERM. Title to the Products will pass to Buyer when Seller has received payment in full of the invoice price of the Products. Until title has passed to Buyer, Buyer will hold the Products on a fiduciary basis as Seller’s bailee. Buyer represents that it has adequate insurance to cover the risk of loss or damage described in this Section. Seller warrants that title to the Products passes to Buyer upon Seller’s receipt of payment in full for such Products.

3.3 Security Interest. Buyer grants Seller a security interest in Products in the amount of the unpaid balance of the price until paid in full. Seller will have the right to file a financing statement for such security interest and Buyer will sign any such statement or other documentation that Seller deems necessary to protect Seller’s security interest upon request by Seller.

(4) Delay in Performance

4.1 Force Majeure. Seller will not be liable for non-performance or delay in performance when such delay is directly or indirectly caused by or in any manner arises from events beyond its reasonable control, including without limitation delay or failure to deliver by Seller’s suppliers, fires, floods, accidents, riots, war, governmental action or embargoes, strikes, pandemics, or shortages of materials or labor, or other causes whether or not similar to those specified (a “**Force Majeure Event**”). For delays resulting from such causes, time for performance will be correspondingly extended, and Seller will make, and Buyer will accept, delivery or performance at a reasonable time after the causes for delay or non-performance have been removed. Notwithstanding the foregoing, Seller will

have the right to terminate any purchase order affected by a Force Majeure Event by written notice to the Buyer when the referenced event has prevented Seller from performing the activities under these T&Cs for more than six consecutive months.

(5) Product Limited Warranty/Limitation of Liability

5.1 Limited Warranty. Seller warrants to Buyer that (A) the Products supplied by Seller will meet the description thereof contained on Seller’s invoice; (B) upon receipt of payment in full of the invoice price of the Products by Seller as outlined in Section 3.2, Seller will convey good title to the Products, free from any security interest or other lien or encumbrance of which Buyer has no knowledge; (C) the Products will conform to Seller’s standard written documentation for the Products, and (D) this warranty will be valid for a maximum of 12 months following delivery of the Product. After such period, Seller will not be liable for failure of the Product to conform to the warranty. This warranty will not apply to (i) any Products that are used other than in compliance with Seller’s written instructions for use, (ii) that are the result of Buyer’s (including Buyer’s customers’) improper handling, or (iii) as a result of Buyer’s (including Buyer’s customers’) alteration of, repair to, or service performed with respect to any Product without Seller’s prior written authorization. Buyer is advised to consult Product information on www.fastercouplings.com (or included with product shipments, as applicable) for applications, specifications, technical features, warnings and instructions.

5.2 Notification of Warranty Claim. Buyer must notify Seller of breach of the warranty within eight days of Buyer’s discovery of the nonconformity and must present proof of when it was discovered. The notification must be made in writing and addressed to Seller and must contain a detailed description of the nature and extent of the fault and/or defect, and any purchase information (such as the invoice) that accompanied the order. Failure to provide such notice within the required period will void the warranty.

5.3 Confirmation and Remedy of Warranty Claim. Buyer will grant Seller access to the Products delivered in order to permit it to confirm any such warranty claim. Buyer’s exclusive remedy and Seller’s sole liability for any breach of the warranty in Section 5.1 will be repair of, replacement of, or (at Seller’s option if repair or replacement is impractical) refund for returned non-conforming Products for which written notice has been given to Seller. Buyer must return or cause to be returned to Seller (at Buyer’s expense) all Products alleged not to conform to the warranty in Section 5.1, but Seller must authorize all Product returns in advance in writing. Seller will ship any repaired or replaced Products back to Buyer (at Seller’s expense). Seller warrants that any service or repair work it does with respect to a Product will be free from defects in materials and workmanship for a period of three months after the date of repair and shipment to Buyer. This warranty applies only to the actual work performed by Seller.

5.4 Non-Warranty Product Returns. All Product returns that are not warranty-related must be authorized by Seller in advance in writing and will not be allowed for non-standard, custom or prototype Product. All returned Product must be in original packaging, in resalable condition and must be returned within 12 months of original sale. All returned Product is subject to inspection and a fifteen percent (15%) restocking fee, plus any repackaging costs as deemed necessary by Seller upon inspection. Acceptance of Product for credit is at the sole discretion of Seller and will be applied to outstanding account balance (no refunds will be issued).

5.5 Limitation of Liability. To the maximum extent permitted by applicable law, Seller will in no case be liable

otherwise or for incidental or consequential damages, including lost business or profits, recall or labor charges for removal and/or replacement of Products, defects in Products not supplied by Seller, any Products made according to Buyer's specifications for material or design, loss of use, or business stoppage. To the full extent permitted by law, the foregoing limited warranties and remedies are exclusive and expressly in lieu of all other warranties, representations, terms or conditions, written or oral, express or implied, statutory or otherwise, including but not limited to any warranties, terms or conditions of merchantability or fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are hereby expressly disclaimed. Seller's total liability for all claims will be limited to direct damages in an amount not to exceed the total price paid to Seller pursuant to the order under which liability arose.

(6) Intellectual Property & Proprietary Information

6.1 Proprietary Information. Product or company names mentioned on Seller's website (www.fastercouplings.com) are trademarks of Seller or their respective owners. Some of Seller's Products are protected by one or more United States or foreign patents. Buyer acknowledges that Seller's Products are based upon and embody various confidential and/or proprietary technology, processes, methods, information, and trade secrets of Seller and its suppliers and licensors. Seller and its suppliers or licensors (as applicable) will exclusively own all inventions, technology, know-how, trade secrets, and other proprietary information of any kind used or embodied in the Products, documentation, drawings, designs, specifications, software, and other items furnished by Seller, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("**Proprietary Information**"). Buyer will neither acquire nor claim any right, title, or interest in, and will exercise reasonable care to maintain the confidentiality of Seller's Proprietary Information and will use the same solely as required for its authorized use of Seller's Products as supplied hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, disassemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Products, instructions, manuals, schematics, or other items provided by or on behalf of Seller, or permit any third party to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from Products, instructions, manuals, schematics, or other items provided by or on behalf of Seller, or permit any third party to do so, or (3) disclose or use Seller's Proprietary Information, or permit any third party to do so, for commercial purposes or in a manner detrimental to Seller. Disclosures of Proprietary Information may be made only to Buyer's representatives having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its representatives. It is agreed that any breach of this Section 6 may cause Seller irreparable harm for which recovery of damages would be inadequate, and that Seller will be entitled to immediate injunctive or other equitable relief as appropriate and available to Seller to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

6.2 Intellectual Property Rights. All technical and/or business information disclosed by a Party which is either expressly identified as confidential or by its nature is implicitly confidential will be kept in strict confidence by the receiving Party and not used by the receiving Party, other than for the purposes of manufacture, sale, purchase or use of the Products or to perform the Party's obligations.

6.3 Infringement. Subject to these T&Cs and the Agreement, Seller will indemnify and hold harmless Buyer from third-party claims that the Products infringe any validly issued United States patent. Seller will have no obligation for any infringement claim due to: (1) any use of Products in combination with other products or materials or otherwise than as intended or specified by

Seller; or (2) any Products made to Buyer's specifications or design. If the Products become, or in Seller's opinion are likely to become, the subject of an infringement claim, Seller may, at its option and in its sole discretion, (a) procure for Buyer the right to continue using such Products; (b) replace or modify such Products so that they become non-infringing; or (c) accept return of such Products and refund Buyer the amounts actually paid by Buyer to Seller for such Products. This indemnity is subject to (i) Buyer's immediate written notification to Seller of the claim; and (ii) Buyer giving Seller sole control of the defense of the claim and all reasonable assistance in connection with the claim. Buyer will not make any admission as to liability or compromise or agree to settlement of any claim without Seller's prior written consent. This Section states Buyer's sole remedies for infringement claims.

(7) Indemnification

7.1 Indemnification. To the fullest extent permitted by applicable law, Buyer will defend, indemnify and hold harmless Seller, its subsidiaries, affiliates, parents, partners, their successors and assigns and each of their respective past and present directors, officers, employees and agents ("**Seller Indemnitees**") from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorneys' fees ("**Liabilities**"), which Seller Indemnitees may sustain, incur or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Buyer's purchase, sale, or use of the Products, including, but not limited to, Buyer's misuse of such Products, environmental claims resulting from Buyer's use of the Products, or any other acts or omissions, willful misconduct or negligence, whether active or passive, on the part of Buyer (or its agents or customers); provided, however, Buyer will have no indemnity obligations under this paragraph for any Liabilities caused solely by the willful misconduct or negligence of a Seller Indemnitee or covered by Seller's infringement of indemnification obligations set forth in these T&Cs or the Agreement.

(8) Privacy Notice

8.1 Privacy Notice. Seller, acting as controller, collects certain personal data regarding Buyer, its employees and its representatives as required for the purposes described below, including name, title, email address, phone number, mailing address, and other relevant information ("**Personal Data**"). Such Personal Data will need to be provided in order for Seller to be able to manage Seller's supply of Products to Buyer. Seller may share Personal Data with its affiliates, subsidiaries, parents, agents and partners ("**Business Affiliates**") around the world. Seller and its Business Affiliates will collect and use Personal Data in accordance with applicable privacy and data protection laws, solely to communicate with Buyer regarding pending and potential supply activities, for customer management purposes and other legitimate purposes concerning Buyer's and Seller's business relationship. Personal Data may be transferred to Seller's global group headquarters in Italy and/or Seller's global corporate headquarters in the United States and may be shared with Seller's Business Affiliates in the United States and other locations where Seller has offices. Personal Data may also be shared with third party suppliers of Seller and its affiliates (including hosting service providers) who will process the Personal Data on Seller's and its affiliates' behalf, and may be located in the United States or elsewhere. Buyer will inform its employees and representatives of the information set out in this Section. Buyer consents and will secure the consent of its employees and representatives, to the transfer to and processing of any personal data to Seller and its Business Affiliates whether located in the United States or any other countries for the purposes described in this paragraph or for any other purpose to which Buyer consents. Buyer will indemnify, defend and hold harmless Seller and its Business Affiliates from and against any claim arising out of or in connection with Buyer's failure

to comply with this Section or any privacy and data protection laws applicable to Buyer.

(9) Legal Compliance, Notices, Applicable Law and Jurisdiction, Miscellaneous

9.1 Legal Compliance. Buyer represents and warrants that Buyer is in compliance, and at all times will be in compliance, with all "**Applicable Laws**" meaning all applicable international, national and local laws and regulations, including, without limitation, laws related to labor and employment (including wage and child labor laws), worker safety, data privacy, consumer protection, environmental protection, business operations, licensing, and authorization, zoning, import/export, shipment, non-discrimination and anti-corruption laws, including the United States Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010.

9.2 U.N. Convention. The United Nations Convention on Contracts for the International Sale of Goods will have no application to the T&Cs or the Agreement.

9.3 Dispute Resolution: These T&Cs and the Agreement will be governed by the laws of the State of Ohio and construed pursuant thereto without regard to the conflicts of law provisions thereof, exclusive jurisdiction and venue for any action, suit or proceeding concerning these T&Cs and the Agreement will be in the federal or state courts located in the City of Toledo, County of Lucas, Ohio, U.S.A. and each Party submits to exclusive personal jurisdiction in the State of Ohio for any such action, suit, or proceeding.

9.4 Assignment. Buyer will not have the right to assign or transfer the Agreement, in whole or in part, except with Seller's prior written consent. Seller has the right to assign its rights, or to delegate or subcontract its obligations or any portion thereof, to any affiliate or successor to its business or the assets to which these T&Cs and the Agreement relate. Seller does not owe warranty to any third party.

9.5 Attorney's Fees. If either Party brings any legal action against the other Party to enforce these T&Cs or the Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

9.6 Notices. Any communication should be addressed to the Seller at: 6560 Weatherfield Ct, Maumee, OH 43537 (ATTN: General Manager).

9.7 Language. These T&Cs and the Agreement are written in the English language. Should these T&Cs or the Agreement be translated into any other language for convenience or legal requirements, the English language version will control in the event of any conflict to the fullest extent allowed by applicable law.

9.8 Miscellaneous. Time for payment is of the essence. Buyer acknowledges that it has not been induced to purchase any Products from Seller by any representation or warranty not expressly set forth herein. These T&Cs and the Agreement constitute the entire agreement of the Parties and supersede all existing agreements and all other oral or written communications between the Parties concerning the subject matter contained herein. None of the T&Cs nor elements of the Agreement contained herein may be added to, modified, superseded or otherwise altered except by a written document signed by an authorized representative of Seller. Any waiver or failure to enforce any provision herein on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Section headings contained herein are intended for convenience of reference only and will not affect the interpretation of any provision. If any provision of these T&Cs and the Agreement is held to be prohibited or unenforceable, the Parties will promptly substitute for the invalid provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision and the remaining provisions will continue in full force and effect. Sections 4.1, 5.5, 6.1, 6.2, 7.1, and 9.1-9.8 will survive termination of these T&Cs and the Agreement.