



**EFFECTIVE DATE: 1/1/2022**

## GENERAL TERMS AND CONDITIONS OF SALE

Slidematic Acquisition, LLC, doing business as Slidematic Products (“**Slidematic**”) is a U.S. company and subject to U.S. laws and its jurisdiction. Please read these General Terms and Conditions (“**Terms & Conditions**”) as well as our Privacy Policy carefully before using the Slidematic website at [www.Slidematicproducts.com](http://www.Slidematicproducts.com).

**1. Contract.** All orders submitted by any buyer of goods or services from Slidematic (a “**Buyer**”) are deemed to be made subject to these Terms and Conditions. In the event that Slidematic accepts any purchase order submitted by a Buyer, these Terms and Conditions, along with the quantities, prices, payment terms, and technical specifications, that are set forth in the purchase order for such goods shall form the contract between Buyer and Slidematic (collectively the “**Contract**”).

All orders, whether submitted on Slidematic forms, or on Buyer’s forms are expressly deemed to be made pursuant to these Terms and Conditions and in no event shall any term of sale differ from that stated herein unless by written and signed agreement between Slidematic and Buyer. All such terms and conditions that differ from, delete, or conflict with these Terms and Conditions herein are expressly rejected and not part of the Contract between the parties.

The parties may modify the Terms and Conditions incorporated herein or add additional terms only by means of a writing that is mutually agreed to by Buyer and Slidematic that specifically references these Terms and Conditions and the additions or changes to the same.

**2. Changes.** Any technical, quantity, delivery or other change requested by Buyer must be in writing, and will only be effective if accepted by Slidematic in writing. In addition to all other remedies available at law, if Buyer terminates all or part of this Contract, Buyer agrees to pay Slidematic for raw materials, unamortized tooling, labor incurred, handling and overhead charges, and for all work to date and in progress when Slidematic receives notice of the termination.

**3. Shipment, Title and Delivery.** Unless otherwise specified, all shipments are FOB Origin, freight collect, and title shall pass to Buyer at the time of delivery by Slidematic of the goods to a common carrier. Claims for shortage must be made within 10 days after receipt of goods; Buyer shall be deemed to have accepted the numerical count of goods shipped unless Buyer notifies Slidematic in writing of any claim for short count within **10 days after delivery to Buyer**. In the event the order calls for delivery by installments, this Contract shall be construed as severable as to each installment. Each such installment shall be deemed to be sold under a separate and independent contract and default in any



shipment or delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Shipping dates represent Slidematic's best estimate and are approximate.

**4. Expedited Shipping Costs.** In the event Buyer seeks an expedited delivery date or expedited delivery schedule, Buyer shall be responsible for the incremental costs associated with any expedited shipment of Slidematic products. Buyer shall pay any such expedited shipping invoices, complete with all reasonable supporting documentation, within thirty (30) days of receipt. In addition to these incremental costs, Buyer shall pay an expedited delivery fee of \$1,000 or the actual increased costs incurred in order to expedite such delivery.

**5. Inspection and Acceptance.** Upon arrival of the goods at the point of destination, Buyer shall immediately inspect the items at its expense and, if the goods are found to not materially conform to the Contract requirements, shall give written notice to Slidematic **within ten (10) business days following delivery**. If Buyer retains the items after delivery without giving Slidematic notice within the time frame specified, Buyer shall be deemed to have irrevocably accepted the goods delivered.

**6. Force Majeure.** Slidematic assumes no responsibility or liability for any loss or damage occurring by reason of delay or inability to deliver caused in part or in whole by causes beyond its reasonable control. Such causes shall include, but are not limited to, acts of God, fires, strikes or other labor disputes, accidents, embargoes, delay of carriers, insurrection, riot, acts of civil or military authorities, shortages of labor, fuel, power, or raw materials, failure of Slidematic usual sources of supplies, acts of any government or any state or political subdivision or agency thereof, judicial action, or delays of Slidematic suppliers. If delays from such causes should occur, delivery time shall be correspondingly extended. In the event such a condition affects a portion of Slidematic's capacity to supply products, Slidematic reserves the right to allocate its limited supply of products among its customers in a fair and reasonable manner **consistent with U. C. C. Article 2, Part 6; §2-615.**

**7. Price, Additional Charges, and Taxes.** Prices are as stated in applicable quotes, offers to sell, order acknowledgments, or customer invoice. Prices apply to orders placed for the indicated quantities for complete shipment at one time to one destination unless otherwise agreed by Slidematic in writing prior to manufacture. Buyer also agrees to pay the following additional charges, if applicable: **(a) as prices are based on the present cost of materials, Buyer agrees to pay Slidematic for any increase in the cost of materials purchased by Slidematic to fulfill this contract; (b) for any special packaging requirements, source inspection by Buyer on the premises of Slidematic, or other requirements not expressly provided as included in the Price; (c) for changes in molds and tools made necessary (as determined by Slidematic and the Buyer) by changes in specifications accepted by Slidematic, and also agrees to assume all risk of resultant damage.** Prices do not include freight, federal, state or local taxes, duties or other levies as applicable, which taxes, duties or other levies will be added to the sales price when Slidematic is legally obligated to collect them. All prices offered and acknowledged are subject to corrections for typographic and clerical errors.



**8. Payment.** *Payments are due thirty (30) days* from the date of invoice, unless other terms have been previously agreed upon, and must be paid in U.S. Dollars. *Late payments shall accrue interest at the greater of either 1.5% per month, prorated by month* [per 815 ILCS 205/4] until paid, or the maximum allowable interest as established by law. In addition, Buyer agrees to pay all of Slidematic's reasonable costs, expenses, and attorneys' fees of collection. To secure payment for all sums due hereunder or otherwise, Slidematic shall retain a security interest in all goods, tools, molds, and parts delivered hereunder and these terms and conditions shall be deemed a security agreement under the Uniform Commercial Code. Buyer authorizes Slidematic as its attorney-in-fact to execute and file on Buyer's behalf all documents Slidematic deems necessary to perfect such security interest.

**9. Customer Supplied Materials.** In the event this contract requires Slidematic to perform work on raw or semi-finished materials supplied by Buyer but not purchased by Slidematic from Buyer, Buyer shall supply an adequate excess to allow for machining losses. If Slidematic scraps any such materials, it shall not be liable to Buyer for such scrapped materials. Buyer warrants that any raw or semi-finished materials shall be suitable for the operations intended to be performed by Slidematic, free of defects in workmanship and material. If found defective during processing, Buyer shall promptly deliver suitable replacements at no charge to Slidematic. Buyer shall pay Slidematic for all work performed to the time when the defect was discovered. Slidematic shall not be liable for any defects or resulting damages caused by nonconformity or unsuitability of raw or semi-finished materials, including any consequential damages arising therefrom.

**10. Tooling.** All of Buyer's special tooling, goods and other properties supplied by Buyer and in Slidematic's possession shall be fully insured by Buyer, and Buyer releases Slidematic from all liability for loss or damage to such items that occurs while such items are in Slidematic's possession, regardless of cause. In the event Buyer does not claim such special tooling within one year after completion of Slidematic's last deliveries under this Contract, and following 30 days written notice to Buyer, title for such special tooling, goods, or other property shall be deemed to transfer to Slidematic, who shall have the right to use, dispose of, or repurpose such without liability to Buyer. Slidematic shall not be liable for any defects or resulting damages caused by nonconformity or unsuitability of raw or semi-finished materials, including any consequential damages arising therefrom.

**11. New or Enhanced Tooling Charges.** Slidematic will build tools for customers' custom products and customer will make a payment for such tooling. These payments never cover the full cost of making the tool and is intended to be a shared cost. The customer does not retain ownership in the tool until 5 years of the estimated annual usage has been sold to the customer. If a customer wishes for Slidematic to terminate producing the product and return the tool, customer is responsible to purchase all made product, any raw materials on hand or commitments in the supply chain and, if less than 5 years of estimated annual usage has not been sold, pay the difference between the estimated total tooling costs and the reimbursement made at the time the tool was accepted.



**12. Storage and Return Tooling Charges** Upon Buyer's claim for the return of Buyer's special tooling, Buyer agrees to forward payment of all associated shipping costs, including insurance and bonds, no later than ten (10) in advance of the agreed shipment date. Expedited shipping requests for Buyer's claimed tooling shall be charged in conformance with Paragraph 4 above. If Slidematic retains possession of Buyer's special tooling for a period of one calendar year wherein no production or other activity by Slidematic is required, or requested by Buyer, Buyer shall pay a reasonable storage fee to Slidematic to be established by Buyer and Slidematic through written modification of the Contract per the terms of Paragraph 2, above. This charge will be calculated at no less than \$100 per month since the last production run.

**13. LIMITATION OF LIABILITY. BUYER'S EXCLUSIVE REMEDY AND SLIDEMATIC'S ENTIRE LIABILITY FOR DIRECT DAMAGES TO BUYER OR OTHERS, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR RESULTING FROM USE OF THE GOODS SHALL NOT EXCEED THE PRICE OF THE GOODS THAT GIVE RISE TO THE CLAIM.**

**IN NO EVENT SHALL SLIDEMATIC BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS CONTRACT OR RESULTING FROM USE OF THE GOODS REGARDLESS OF THE GROUNDS WHICH GIVE RISE TO THE CLAIM.**

**BUYER'S USE OF SLIDEMATIC GOODS FOR MILITARY, DEFENSE OR AEROSPACE APPLICATIONS IS AT BUYER'S SOLE RISK AND RESPONSIBILITY, AND BUYER SHALL INDEMNIFY SLIDEMATIC AGAINST ANY AND ALL LIABILITY THAT MAY ARISE DUE THE USE OF THE SLIDEMATIC GOODS IN SUCH CRITICAL APPLICATIONS.**

**14. Slidematic Intellectual Property.** Slidematic retains all title, rights and interests in any intellectual property developed by Slidematic pertaining to the goods and any related data produced and/or delivered under this Contract (whether in the form of inventions (including those which are the subject of a patent application or a patent), trademarks, copyrights, drawings, specifications, instructions, plans, depictions, computer software, computer software documentation) ("Slidematic Intellectual Property"). Buyer is authorized to incorporate the goods delivered under this Agreement into an end product. Any additional use of Slidematic Intellectual Property by Buyer, including, the right to resell and/or license goods and any associated Intellectual Property to third party customers, shall be the subject of mutual agreement of the parties. Absent such an agreement, such use by Buyer shall constitute an infringement of Slidematic's Intellectual Property. Slidematic warrants that Buyer's use of Slidematic Intellectual Property will not infringe or contribute to the infringement of any patents, trademarks or copyrights, either in the United States or foreign countries. Slidematic agrees to defend Buyer, at Slidematic's expense, and to pay costs and damages finally awarded against Buyer in any such suit or agreed in any



settlement, provided that: (i) Slidematic is promptly notified by Buyer, in writing, of any communications, threats, claims and proceedings related thereto; (ii) Slidematic has sole control of the defense and any settlement thereof; (iii) Buyer does not make any admission of liability nor settle or otherwise compromise any such claim without Slidematic's prior written consent; (iv) Buyer furnishes to Slidematic, upon request, any information available to Buyer relating to the defense of such claim; (v) Buyer provides reasonable assistance to Slidematic in the defense of such claim; and (vi) Buyer ceases use of Slidematic's goods which are the subject of the infringement claim upon receipt from Slidematic of any non-infringing replacement for such goods. THE FOREGOING STATES THE ENTIRE LIABILITY OF Slidematic WITH RESPECT TO INFRINGEMENT BY Slidematic GOODS AND RELATED Slidematic Intellectual Property OF ANY THIRD PARTY INTELLECTUAL PROPERTY.

**15. Buyer's Intellectual Property.** Buyer warrants and represents that it has the right to possession, use, and transfer of any inventions (whether the subject of a patent, patent application, or not), tooling, designs, specifications, drawings, plans, instructions and all other information and materials ("Buyer's Intellectual Property") provided to Slidematic for use under this Contract, and that such use shall not constitute an infringement of any third party's patent, copyright or trademark rights, or a misappropriation of a third party's trade secrets. This Contract constitutes a license by Buyer to Slidematic to use such Buyer's Intellectual Property for purposes of supplying goods under this Contract. Buyer shall indemnify, defend and hold Slidematic, its agents, officers, directors, and employees harmless against any damages, expenses, costs, attorney's fees, or losses from any legal action or claim made against Slidematic, either severally or jointly with Buyer, or any suit or proceeding based thereon, for infringement (direct or contributory), of patents, trademarks, copyright, misappropriation or theft of trade secrets, unfair competition, any related claim, based upon or arising from Slidematic's use of Buyer's Intellectual Property under this Contract.

**16. General Indemnity.** To the maximum extent allowed by law, Buyer must defend and indemnify Slidematic, its employees, officers, directors and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expense (including investigation expenses and attorney's fees) that Slidematic, its agents, officers, directors, or employees may incur or be obligated to pay as a result of (i) Buyer's or Buyer's customers' negligence or willful misconduct; (ii) use, ownership, modification, maintenance, transfer, transportation or disposal of the goods by Buyer and/or Buyer's customers; or (iii) Buyer's violation or alleged violation of any international, federal, state, county or local treaties, laws or regulations, including without limitation the laws and regulations governing export control, cybersecurity, product safety, labeling, packaging and labor practices. Buyer hereby waives and releases Slidematic from all rights to contribution or indemnity to which it may otherwise be entitled.



**17. Export Control Regulations:** Buyer hereby certifies that it understands and will comply with its obligations to comply with International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”) and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Contract (“Export Laws”). Buyer, if it engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services, hereby certifies that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls, as defined in 22 CFR Part 122, Registration of Manufacturers and Exporters.

Buyer shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this Contract in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Buyer agrees that no technical data, information or other items provided by Slidematic in connection with this Contract shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Buyer (including those located in the U.S.), without the express written authorization of Slidematic and Buyer’s obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items.

Buyer shall immediately notify Slidematic if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked by the U.S. Government or the government of Buyer.

To facilitate both Buyer and Slidematic compliance with applicable Export Laws, if any product, technology, data or information provided by Buyer is classified or listed as subject to export or re-export restrictions in the context of applicable export regulation, Buyer shall immediately inform Slidematic in writing of such classification identification (e.g., ECCN or ITAR category), and if requested will provide other relevant exportation information and documentation (e.g., copy of export licenses) to Slidematic.

In the event of failure to comply with this Section 15, Buyer shall keep Slidematic fully indemnified and harmless from all damages arising out of or in connection with any violation of this Section 15 and/or the Export Laws.

**18. Entire Agreement.** This Contract (including all attachments and documents incorporated or referenced herein) constitutes the entire agreement between Slidematic and the Buyer and supersedes all prior representations, agreements, or communications, either verbal or written, between the parties hereto with regard to the subject matter of this Contract. No modification, amendment, rescission, waiver, or other change to this Contract shall be binding on Slidematic, nor may any claim or right arising out of breach of this Contract be discharged, in whole or in part by waiver or renunciation of the claim or right unless made in writing and signed by a duly authorized representative of Slidematic.



**19. Slidematic’s Rights upon Default by Buyer.** In the event of a default by Buyer, Slidematic may decline to perform further under this Contract without in any way affecting its rights hereunder. If despite any default by Buyer, Slidematic elects to continue to perform, such election shall not constitute a waiver of any default by Buyer or in any way affect Slidematic’s legal remedies for any such default. In the event of the appointment of a trustee, receiver or liquidator for all or portion of Buyer property, or any act of bankruptcy by Buyer, or any voluntary petition for bankruptcy by Buyer, Slidematic may terminate this Contract without any further obligation or liability to Buyer.

**20. Choice of Law and Forum; Limitation on Claims.** This Contract will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., excluding its conflict of laws principles. All disputes and/or legal proceedings related to this Agreement shall be brought and maintained exclusively in the U.S. District for the Northern District of Illinois or the Circuit Court of Cook County Illinois, and the parties agree to personal jurisdiction and convenient forum therein. The prevailing party in any action to enforce the Contract shall be entitled to recover costs and expenses including, without limitation, attorneys’ fees. The rights and obligations of the parties under this Contract shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Except for payment of monies owed to Slidematic, no claim shall be brought against any party to this Contract more than two years after the claim first accrues.

**21. LIMITED WARRANTY.**

**(a) Generally. Slidematic** warrants to Buyer that the Goods will conform to the specifications set forth in the Contract and that such Goods will be free from material defects in material and workmanship for a period of ninety (90) days.

**(b) No Additional Warranty. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 21(A), SLIDEMATIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND BUYER HEREBY WAIVES ANY SUCH CLAIMS IT MIGHT OTHERWISE HAVE UNDER ANY SUCH WARRANTIES.**

**(c) Third Party Product.** Products manufactured by a third party (the “**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party **Products** are not covered by the warranty in Section 21(a). For the avoidance of doubt, **SLIDEMATIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF**



**MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND BUYER HEREBY WAIVES ANY SUCH CLAIMS IT MIGHT OTHERWISE HAVE UNDER ANY SUCH WARRANTIES.**

**(d) Breach of Warranty.** Slidematic shall not be liable for a breach of the warranty set forth in Section 21(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Slidematic within thirty (30) **days** of the time when Buyer discovers or ought to have discovered the defect; (ii) Slidematic is given a **reasonable** opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Slidematic) returns such Goods to Slidematic's place of business at Slidematic's cost for the examination to take place there; and (iii) Slidematic reasonably verifies Buyer's claim that the Goods are defective.

**(e) Limitation of Warranty.** Slidematic shall not be liable for a breach of the warranty set forth in Section 21(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises **because** Buyer failed to follow Slidematic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Slidematic.

**(f) Repair, Replacement, Credit, or Refund.** Subject to Section 21(d) and Section 21(e) above, with respect to any such Goods during the Warranty Period, Slidematic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the prorata Contract rate provided that, if Slidematic so requests, Buyer shall, at Slidematic's expense, return such Goods to Slidematic.

**(g) Exclusive Remedies. THE REMEDIES SET FORTH IN SECTION 21(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SLIDEMATIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 21(A).**

**22. SEVERABILITY.** If any term or provision of the Contract is ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

**23. SURVIVAL.** Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Contract.

**24. DISPUTES AND DISAGREEMENTS:** The Seller agrees to resolve any disputes associated with the purchases by Slidematic in a timely manner. To the extent mutual compromise cannot be reached with





Slidematic and Seller, the matter will go to joint independent mediation and such costs will be equally shared by the Seller and Slidematic. The Seller agrees not to file a lawsuit, however, if the Seller files a lawsuit, the Seller is responsible for their fees and costs and Slidematic's fees and costs (including but not limited to all reasonable legal expenses).

**25. EFFECTIVE DATE.** The Terms are effective as of the Effective Date shown above. Slidematic reserves the right to make revisions to the Terms and Conditions at any time. Any Contract entered into, or submission of an order of Goods from Buyer, after the date of any revision constitutes Buyer's acceptance of and agreement to comply with the revised Terms.