



TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale ("Terms and Conditions of Sale") shall apply to every sale of product by Schafer Retail Solutions+ ("Schafer") to a customer (the "Customer") and is a binding agreement between Schafer and the Customer (and other successors and permitted assigns). Schafer will sell and Customer will purchase the quantity of product specified in the invoice prepared by Schafer for such products ("Invoice"). Purchase orders prepared by Customer are not deemed submitted and shall be of no effect unless and to the extent that they are confirmed and accepted by Schafer in its sole discretion.

2. All guarantees and warranties made by Schafer in respect of the product are as stated in the applicable product warranty provided in writing by Schafer to Customer ("Product Warranty"), and subject to use by Customer in accordance with the applicable product guide for the product provided by Schafer in writing to Customer ("Product Guide"). Any other representations, warranties, or guarantees are specifically disclaimed. Any sale of goods legislation, including the UN Convention on Contract for the International Sale of Goods is, to the maximum extent permitted by law, excluded from application to this sale.

3. Where not otherwise agreed with Customer as indicated on the Invoice, the parties agree (a) payment is due on the 30th day following the invoice date, in the currency specified on the invoice, (b) all overdue amounts bear interest at the rate of 1.5% per month (18% per annum), and (c) Customer shall be responsible for and shall pay all applicable taxes, charges, duties, tariffs and fees payable in connection with the sale of the products by Schafer to Customer.

4. Where not otherwise agreed with Customer as indicated on the Invoice, Schafer shall arrange for product to be made available at Schafer's warehouse dock for the Customer in accordance with EXW (Schafer's warehouse in Adair, Iowa) (Incoterms® 2020) shipment terms. If any other Incoterms® shipping term is agreed with Customer as indicated on the Invoice, Customer will be responsible to reimburse Schafer for the cost of shipping. Title to and risk of loss of the products shall pass to the Customer upon delivery to the applicable Incoterms® point of delivery by Schafer, unless otherwise agreed in writing and indicated on the Invoice. Schafer will make reasonable efforts to deliver the product on the dates as communicated by Schafer, however, delivery times are estimates only and Schafer shall not be liable for failure to deliver the products within such time. Customer shall inspect the products immediately upon delivery to ensure compliance with the contract. Incomplete deliveries or goods missing from orders must be reported in writing to Schafer within 24 hours of delivery of the products. Defective goods must be reported in writing to Schafer with 30 days of delivery of the products, and claims for defective goods are subject to such goods having been stored in their original packaging and in a temperature-controlled, dry and secure location at all times prior to notification of defect. Where a claim for defective goods is approved by Schafer, Schafer will, at its option, repair or replace the defective goods within 90 days of approval of such claim.

5. Schafer shall complete and file all documentation that the responsibility of the seller to complete. Customer shall provide full, complete, accurate, and, where necessary, updated information to the extent such information is required by governmental authorities.

6. If the product is one which incorporates software provided by Schafer, Schafer grants to the Customer a limited, non-exclusive, non-transferable and non-sublicensable license to use such software to operate the product ("Schafer Software"). The Customer may not and must not remove, alter, reverse engineer, decompile, attempt to discover the source code, translate, disassemble, modify, or create derivative works of the Schafer Software. If Customer breaches this provision, the license granted pursuant to this section is terminates immediately and without further notice required to Customer. No title to, or ownership of, the Software is transferred to the Customer whatsoever.

7. Schafer shall not be responsible for, and shall bear no liability to Customer for, any failure or delay in the delivery of the products for reasons beyond its reasonable control, nor for any issues, conflicts or claims resulting or arising from Customer's use of the Schafer Software. Schafer's liability, if any, for lost or damaged product or any other loss in

relation to or arising out of the use of the products or the Schafer Software shall be limited to the direct damages to Customer, in no event exceeding the aggregate invoiced price for such products. In no event shall Schafer have any liability for any indirect damages, loss of profit, indirect losses, loss of market share, incidental damages, punitive damages, or consequential loss, whether or not Schafer was advised of the possibility of such damages.

8. Nothing herein gives the Customer the right to use any of Schafer's trademarks or other intellectual property without the express authorization of Schafer.

9. If Customer fails to accept delivery of any products, fails to pay for products when due, becomes bankrupt or otherwise unable to pay their debts and obligations as they arise, or is otherwise in breach of any term of this contract, then Schafer may, in addition to any other remedies it may have, cancel any order for the products, postpone shipment of the products, charge the Customer with Schafer's then-current administrative fee per unit of sale, recover all other costs and expenses incurred, including solicitor's costs and collection costs, and shall have the right to terminate any other outstanding contracts with Customer and Customer's affiliates, all without liability to Customer. If any amounts due hereunder remain to be paid by the Customer and title to the product is deemed to have transferred to the Customer, Customer hereby grants Schafer a security interest in such products and all proceeds thereof. Customer agrees to take such action as Schafer may reasonably require to perfect and protect such security interest.

10. To deliver the products and services under this contract, Schafer may process personal data of Customer and its end users for account and product administration and management. The parties acknowledge that Schafer acts as a data processor and Customer as a data controller (or equivalent role under applicable privacy laws) for such processing. By entering into this contract, Customer authorizes Schafer to process personal data in accordance with Schafer's Data Processing Addendum found at [Schafer Retail - DPA - Schafer Retail](#) ("DPA"), and confirms that it has all necessary rights, consents, and authorizations from such data subjects, as required by applicable laws, to permit such processing.

11. Time is of the essence. Any claims rejecting goods or alleging other rights in respect of damaged or otherwise refused goods must be made at the time of delivery and noted on the bill of lading.

12. These Terms and Conditions of Sale, together with any contract signed by Schafer, the Product Warranty, the Product Guide, the DPA, and Schafer's invoice(s) for the product, form the entire agreement between Schafer and the Customer for the delivery of products. Any terms or purported amendments submitted, published, or supplied by a Customer, whether in conjunction with a purchase order, through a website or customer portal, or otherwise are expressly excluded and these Terms and Conditions of Sale shall supersede any other purported terms and conditions of sale, discussions, representations or agreements between the parties. If there is any conflict between these Terms and Conditions of Sale and any other document or agreement between the parties which is not signed and accepted in writing by Schafer, these terms and conditions shall govern, and the other agreement or document shall be deemed to exclude any conflicting terms and shall be void to the extent of such conflict. By submitting a purchase order for products from Schafer, Customer agrees to and accepts these Terms and Conditions of Sale.

13. Unless otherwise specified, this contract shall be governed by the laws of the State of Delaware for Customers located in North American or the laws of England and Wales for Customers located outside of North America, and the parties attorn to the jurisdiction of the courts of such jurisdiction for any dispute or issues arising hereunder. The parties intend this contract and all related documents be in the English language only.

14. This contract may not be assigned or transferred by Customer without the written consent of Schafer. This contract creates a binding agreement among the parties hereto and shall be binding upon the parties' respective successors and assigns.