



Norshield Security Products, LLC
PURCHASE ORDER STANDARD TERMS AND CONDITIONS
(updated August 5, 2024)

ACCEPTANCE OF ORDER

This order is an offer to purchase goods upon the conditions and at the prices stated on the face of the purchase order and may be withdrawn at any time prior to actual receipt by NORSHIELD SECURITY PRODUCTS, LLC ("NORSHIELD") of VENDOR'S unconditional written acceptance hereof. Any expression of acceptance, including any partial or complete delivery or written confirmation by VENDOR, shall constitute VENDOR'S agreement that all the terms and conditions hereof are binding and that no conflicting or additional terms in VENDOR'S acknowledgment or other response shall add to, vary, or limit the terms hereof or constitute notice of VENDOR'S objections to these terms. Additional or different terms, heretofore or hereafter proposed by VENDOR, are hereby rejected and objected to. Acceptance is limited to the terms of this offer. No modification of, or exception to, any of the conditions, terms or provisions of this order by VENDOR, shall be of any effect unless and until agreed to in writing and signed by NORSHIELD.

INVOICES, SHIPPING DOCUMENTS, AND PAYMENT

All Invoices and shipping documents must show the purchase order number printed on the front side of the purchase order before payment shall be due. A separate invoice for each purchase order should be submitted immediately upon delivery of goods. Proof of delivery must accompany each invoice on this order. Failure to send signed Bill of Lading or other such proof will delay processing your Invoice and your discount terms will be extended. Payment shall be due only upon receipt by NORSHIELD of payment from its customer. See Notice to Billing and Shipping Departments attached to this order. Actual receipt by NORSHIELD of payment from its customer for the goods furnished shall in express CONDITION PRECEDENT to any obligation upon NORSHIELD to make payment thereof to VENDOR, regardless of the reason for nonpayment. VENDOR agrees it may not withhold any shipment due to nonpayment for prior shipments if NORSHIELD has not received payment from the customer for the goods in the prior shipments.

DELIVERY

Time is of the essence in this contract. Delivery must be made within the time specified unless extended by NORSHIELD at its option. VENDOR shall furnish and deliver the goods at such time and in such order and quantities as NORSHIELD shall direct. VENDOR shall not be entitled to a time extension except on the same basis as, and to the same extent as, NORSHIELD receives a time extension from its customer. Should any delay on the part of VENDOR for any reason cause extra expense to NORSHIELD, VENDOR agrees to reimburse such expenses, and should any delay result in preventing NORSHIELD from furnishing the goods to its customer on the date due by NORSHIELD to its customer or cause the NORSHIELD to be liable for any damages, liquidated or otherwise, to its customers or to others, then VENDOR hereby agrees to indemnify and reimburse NORSHIELD for any and all such expenses and losses, including reasonable attorney's fees, and hold it safe and harmless against any and all such claims for damages (liquidated or otherwise) which may be brought or enforced against NORSHIELD to the extent that such damages are the result of delay on the part of VENDOR, which damages may be reasonably prorated in the event of more than one cause of delay.

QUALITY

Quality of all goods furnished must be as specified on the face of this order, and if based upon plans and/or specifications provided to VENDOR, all goods must be in strict accordance with such plans and specifications. All goods are subject to inspection and approval or rejection by NORSHIELD and NORSHIELD'S customer at a reasonable time after delivery. Under no conditions shall a payment or payments by NORSHIELD to VENDOR be construed as an acceptance of any goods which, prior or subsequent to such payment or payments, may be condemned or rejected by the customer or by NORSHIELD. If goods are rejected, in whole or in part, they will be held for disposition at the VENDOR'S risk and expense. VENDOR represents and warrants that the goods are free from defects in material and workmanship, that they are of merchantable quality, and that they comply with the plans and specifications. VENDOR acknowledges its liability hereunder is absolute and is not limited to return of purchase price or replacement or otherwise.

FLOW DOWN AND INDEMNITY

The goods purchased hereby are understood to be for use by NORSHIELD in fulfilling obligations to its customer for an identified project. VENDOR expressly assumes toward NORSHIELD the obligations, duties, responsibilities which NORSHIELD, by its agreement with its customer, assumes toward its customer as applicable to the goods furnished pursuant to this order. In addition to any other warranties hereunder, VENDOR agrees to guarantee goods to NORSHIELD to the same extent and for the same duration as NORSHIELD guarantees those goods to its customer and agrees to provide any written warranty at the close out of the project as may be required of NORSHIELD, notwithstanding the lapse of any guaranty or warranty. VENDOR shall continue thereafter to be liable to NORSHIELD for any defect in the goods or any failure to furnish goods in accordance with the specifications for the project for the same period and in all respect to the same extent that NORSHIELD shall remain liable to its customer. By its acceptance of

this order, either express or implied. VENDOR agrees to indemnify, hold and save NORSHIELD, its officers, directors, employees, owners and any surety of NORSHIELD harmless against all loss, costs or expense, including attorney's fees, arising out of or resulting from any warranty or other claim made by NORSHIELD'S customer or by any other party pertaining or relating to the goods provided by VENDOR under this agreement.

PACKING, CRATING, AND DRAYAGE CHARGES

All packing, crating and drayage charges shall be paid by VENDOR unless otherwise previously agreed upon in writing. Goods damaged because of inadequate or improper packing will be at the risk and expense of the VENDOR. PRICE This order is not to be billed at a price higher than last quoted or charged by the VENDOR, unless a higher price is stated on the face of this order. NORSHIELD reserves the right to return at VENDOR'S expense any goods shipped at a higher price. All sales, use, or other taxes are included in the price stated, unless otherwise reflected on the face hereof.

PATENTS

VENDOR agrees to protect, indemnify and save harmless the NORSHIELD, its officers, agents, servants and users of its product, from any and all liability, damage, judgement, expense or loss, including attorney's fees, growing out of or sustained by reason of any article furnished being covered or claimed to be covered by a patent, trademark, or copyright. Should VENDOR default in any provisions of this agreement and should NORSHIELD employ an attorney to advise it in regard to its right in view of such default, or to advise or assist NORSHIELD in requiring VENDOR to cure any default or breach or to enforce any provisions hereof, or to collect damages for breach of this agreement. VENDOR agrees to pay NORSHIELD such reasonable attorney's fees and other costs as it may incur therein.

DISPUTES

In the event any controversy, dispute or claim should arise out of or be related to this agreement, or the breach thereof, then NORSHIELD may at any time before legal proceedings are filed, or within 30 days after service of legal proceedings filed by VENDOR, demand that such controversy, dispute or claim be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered shall be final and binding on both parties hereto and may be entered in any court having jurisdiction thereof. The hearing locale shall be Montgomery, Alabama, or nearest AAA office unless both parties agree otherwise in writing. Should NORSHIELD demand arbitration, VENDOR shall immediately dismiss any legal proceedings it shall have therefore filed.

APPLICABLE LAWS

Any agreement which shall result from this purchase order shall be deemed to have been made in the State of Alabama. Except as herein expressly modified, the rights, duties, warranties, liabilities and remedies of VENDOR and NORSHIELD shall be governed by the Uniform Commercial Code as enacted in the State of Alabama.

NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this purchase order. The Equal Opportunity clause as set forth in Section 202 of Executive Order 11246, as amended, is incorporated by reference.