

## TERMS AND CONDITIONS FOR PURCHASES OF GOODS BY SAVAGE ENTERPRISES, LLC AND AFFILIATES

### 1. Acceptance; No Additional Terms

These terms and conditions (these “**Terms**”) apply to the purchase of goods (“**Goods**”) by an affiliate of Savage Enterprises, LLC that is the buyer (“**Buyer**”) from you (the “**Seller**”). If a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of that contract will prevail to the extent they are inconsistent with these Terms. These Terms, together with any purchase order or order transmittal (collectively or individually, an “**Order**” and, together with these Terms, this “**Agreement**”) comprise the entire agreement between the parties. Buyer gives notice that it objects to the inclusions of any different or additional terms proposed by Seller. These Terms prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted any sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Delivery of the Goods constitutes acceptance of these Terms.

### 2. Delivery; Risk of Loss

Seller will supply the Goods to Buyer at the delivery point identified by the Buyer and by the date specified in the Order. Risk of loss of the Goods remains with Seller, and title will not pass to Buyer, until the Goods are delivered to and accepted by Buyer at the delivery point.

### 3. Warranties

Seller represents and warrants that: (a) it has good title to the Goods and the right to transfer title to the Goods free and clear of any lien, security interest, claim or other encumbrance of any kind; (b) the Goods will conform to any specifications and/or standards in the Order provided by Buyer, or by Seller and approved by Buyer, and will be free from defects in design, materials and workmanship, said warranty being valid for a period of 12 (twelve) months from the date title passes to Buyer; (c) the Goods and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights of a third party; and (d) it will comply with all applicable local, state, and federal laws and regulations. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this section, Seller will, at its own cost and expense including delivery costs, replace or repair the defective or nonconforming Goods.

### 4. Prices; Invoices; Payment

The price of the Goods is the price stated in the Order. Unless otherwise specified, the price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees and applicable taxes. Seller will issue an invoice to Buyer within thirty (30) days after the completion of delivery and only in accordance with these Terms. Buyer will pay all properly invoiced amounts due to Seller within payment terms established between Buyer and Seller or, if there are no established payment terms, within forty-five (45) days after Buyer's receipt of such invoice, except in each case for any amounts disputed by Buyer in good faith.

### 5. Termination and Delay

Buyer may, at any time, terminate, suspend or delay the Goods, in whole or in part, by written notice to Seller. Any such termination will be without prejudice to any claims for damages or other rights of the parties. If Buyer terminates the purchase for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

### 6. Governing Law and Forum

The purchase is governed by the laws of the state where the Goods are delivered, without regard to the conflict of law provisions thereof.

### 7. Compliance with Laws, etc.

In supplying the Goods, Seller will comply with all federal, state, local laws, rulings, and regulations pertaining to the purchase (including but not limited to all labor, environmental, immigration, anti-corruption, economic and financial sanctions or trade embargos, and anti-human trafficking laws). Seller represents, warrants and certifies that no Goods (or components or materials contained in the Goods) will be manufactured or sold to Buyer through the use of child, indentured, forced or prison labor.

### 8. Waiver and Release of Liens

Seller will not file or permit to be filed any lien on the Goods and expressly waives any right to file or cause a lien to be filed.

### 9. Supplier Code of Conduct

Seller will comply with the Savage Supplier Code of Conduct, as modified from time to time, found at <https://savageco.com/supplier-code-of-conduct/>.

### 10. Indemnification

Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, managers, members and employees (collectively, “**Indemnitees**”) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or occurring in connection with defective Goods purchased from Seller or from Seller's negligence, willful misconduct or breach of this Agreement.

### 11. Miscellaneous

All notices, requests, consents, claims, demands, waivers and other communications (each, a “**Notice**”) must be in writing and addressed to the parties at the address set forth on the Order. Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving party. If any term or provision of this Agreement is invalid, illegal or unenforceable, it will not affect any other term or provision of this Agreement.