

ANGLELOCK LLC

Terms and Conditions of Sale

1. **ACCEPTANCE OF PRODUCT QUOTE.** Any request for Product, including purchase orders and any exhibits or attachments thereto ("Order"), by the company identified on the face of the Order (the "Customer") is an acceptance of a Product quote ("Quote") for the sale of products or services and is subject to a product Quote issued by AngleLock LLC (hereinafter "AngleLock") and is not binding unless and until an Acceptance (or Order Acknowledgement) shall be sent to Customer via email by AngleLock. These Terms and Conditions of Sale, together with the AngleLock Quote and Acceptance, are the exclusive agreement between the parties for the sale of goods, materials and/or equipment ("Products"). Any provisions of Customer's order in conflict with these Terms and Conditions are expressly rejected, and these Terms and Conditions shall control. Should AngleLock and the Customer execute an independent agreement covering the scope of work, the independent agreement shall prevail should any conflict in terms arise only if the independent agreement executed by AngleLock expressly states that its terms shall prevail over these General Terms and Conditions of Sale.

2. **ALTERATIONS OR CANCELLATION.** Any Order altered or modified by Customer will require resubmission to AngleLock for acceptance. Customer may not change or cancel custom Products (products with machining, cutting, or other services) or non-stock Products once such Products have been released to AngleLock's manufacturing floor. Customer may change or cancel orders or reschedule shipment dates for any standard/stock Products order, provided that Customer notifies AngleLock at least ten (10) days prior to the originally scheduled shipment date. Upon cancellation of an Order, all work in connection therewith will cease within a reasonable time upon receipt of such cancellation request. Customer herein agrees to pay AngleLock for all costs, expenses, and losses, including all work in process and for any raw materials or supplies used for such work. In such a situation, AngleLock will provide an invoice for such work on any cancelled Order and such will be handled as set forth in section 6 below.

3. **PRICE.** The price quoted for Products is based on the information, print submitted, and cost of materials as of the date of the price quotation. The Customer hereby understands and agrees that any quoted price is subject to adjustment to reflect any increase in costs of materials assessed subsequent to such a quotation date. **All prices are subject to expiration as noted in the Quote.**

4. **LEAD TIME.** All quoted lead times are approximate and will depend upon prompt receipt by AngleLock from Customer of an Order, all necessary blueprints, and all other information necessary to permit product manufacture, including all needed dimensional drawings, all 3-dimensional models, all product specifications, and all other like information. The date of availability for shipment of the manufactured Product(s) will be provided by AngleLock upon the date of acceptance of the Order.

5. DELIVERY DATES.

(a) AngleLock may reschedule without charge, any Products to be delivered under any Order up to five (5) business days prior to shipment by providing Customer with notice of such rescheduling electronically, by facsimile or by email, delaying the delivery date under any Order for up to sixty (60) days. There shall be no limit on the number of rescheduled purchases, provided that each Order may not be rescheduled more than twice.

(b) If AngleLock is unable to prepare Products for shipment on the rescheduled delivery date as provided for above, Customer may: (i) negotiate a new Delivery Date and reschedule the Order; or (ii) cancel the Order without Customer or AngleLock liability.

6. **TERMS OF PAYMENT.** Payment shall be due prior to shipment unless adequate credit remains on an account in good standing. All orders received are subject to credit approval. Customer agrees to submit from time to time to AngleLock those items reasonably requested in order to establish or update Customer's credit. AngleLock shall be entitled to charge interest on past due accounts at a rate of 1.5% per month (18% annually). Whenever AngleLock, in good faith deems itself insecure, it may, without prejudice or waiving any other rights or remedies it may have at law or equity, cancel any outstanding orders with Customer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Customer; and take any other steps permitted by law and necessary or desirable to secure AngleLock with respect to Customer's payment of goods and services furnished or to be furnished. Buyer will pay AngleLock's actual costs of

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collection, including but not limited to court costs, litigation expenses, and reasonable attorney's fees, incurred for collection of any delinquency. Buyer shall have no right of offset against amounts owed to AngleLock.

7. F.O.B. ORIGIN. All sales are F.O.B. origin and Customers may provide AngleLock with a preferred carrier with the Order. Otherwise, AngleLock shall use a carrier of its choice, and Customer will be invoiced and shall pay such a shipment fee to AngleLock. Shipping invoices shall be paid in accordance with Terms of Payment as provided in Section 6 above.

8. WARRANTY/NONCONFORMING GOODS. AngleLock WARRANTS THAT EACH PRODUCT SHALL BE IN FULL CONFORMITY WITH THE CUSTOMER'S DRAWINGS AND AGREED UPON SPECIFICATIONS, SHALL BE FREE FROM DEFECTS IN WORKMANSHIP, AND, IN THE CASE THAT THE MATERIAL IS CHOSEN BY AngleLock, ALSO FREE FROM DEFECTS IN MATERIAL. ANY WARRANTY OF FITNESS FOR A SPECIFIC PURPOSE OR MERCHANTABILITY IS EXPRESSLY DISCLAIMED. No oral or written statements by AngleLock or any representative of AngleLock shall have any effect on the warranties provided herein.

If any Products supplied by AngleLock is defective in material or workmanship, Customer shall notify AngleLock immediately by requesting a Return Goods Authorization (RGA) within thirty (30) days of date of shipment of the Product(s). Returns will not be accepted for full credit without such a timely RGA. Such an RGA must include the following information: a) the reason for return, b) the Part Number, c) the Lot Number, and d) the quantity of Products returned. AngleLock shall repair or replace any defective Products without cost to Customer or, at AngleLock's option, to credit or repay the purchase price upon return of the defective Products. It is Customer's responsibility to inspect any and all delivered Products upon receipt and agrees that the failure to timely provide a RGA regarding any and all defective Products will serve as a waiver by Customer of any claims for defects and AngleLock thus will not be required to honor any such late claims nor will AngleLock be liable for any damages caused thereby to Customer or any other party. Standard ground shipping costs will be covered by AngleLock for all Products deemed defective by AngleLock.

9. CUSTOMER'S INDEMNIFICATION. Customer shall indemnify, defend and hold harmless AngleLock and its shareholders, directors, officers, employees, agents and representative, from any and all losses directly or indirectly arising out of, resulting from or in any way connected with (i) any breach by Customer of the terms of any sale, contract, Quote, or Order; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Customer's obligations under any sale, contract, Quote, or Order, (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Customer's acts or omissions in transporting, marketing, distributing and selling the Products; (iv) any recall or return of the Products initiated by Customer, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that Customer's acts or omissions in the transportation, marketing, distribution or sale of the Products are responsible for such recall; or (v) any claim that proprietary rights owned by Customer infringe upon or violate any patent, trademark, copyright, trade secret or other proprietary rights of any third party.

10. LIMITATION OF LIABILITY. AngleLock shall not be liable to Customer or any third party for any amounts representing loss profits, loss of business or indirect, consequential, special, incidental or punitive damages, whether or not foreseeable, or whether or not Customer has advised AngleLock of the possibility of same.

11. TAXES. Any Sales Taxes, Duties, and/or Custom fees shall be paid by Customer in addition to any prices invoiced. In the event AngleLock is required to pay any such taxes, duties, and or custom fees, Customer shall be invoiced for such payments and such invoice shall be handled as set forth in section 6 above.

12. MANUFACTURING. AngleLock reserves the right to subcontract any work to be performed under any Order without any authorization from Customer. AngleLock expressly reserves the right to substitute materials with substantially similar materials in the products described on the website or in the catalog and any supplements thereto; however, this shall not apply to special order products and/or custom products where AngleLock is advised in writing of specific material requirements and agrees in writing to comply with the requests for such specific materials

13. USE OF CAD MODELS. The computer-aided design ("CAD") models provided on the AngleLock website or by any employees or representatives of AngleLock are to help the Customer decide whether to use AngleLock products for their

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design. The Customer shall not use the CAD Models to engage in 3D printing or other fabrication of the objects depicted in the CAD Models for any other purpose, and the Customer shall not otherwise redistribute or make available the CAD Models (or any design drawings or prototypes that incorporate them) to any third parties, including third parties in the business of selling products similar to AngleLock products.

AngleLock makes no representation or warranty (express or implied) with respect to the CAD Models, including but not limited to the accuracy or completeness of product dimensions or any other technical specifications contained in or accompanying the CAD Models, non-infringement of third-party rights, and quality, suitability, fitness for purpose or title. To the fullest extent permitted by law, the Customer shall indemnify us and hold AngleLock harmless from and against any and all liabilities, losses, damages, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from claims asserted by the Customer or others as a result of the Customer's use of the CAD Models.

14. DESIGN ASSISTANCE AND ADVICE. In addition to the Products offered to Customer, AngleLock offers design assistance to Customers in order to provide detailed custom Quotes. If AngleLock deems that the number of design changes or revisions is excessive for the original scope of the project, AngleLock reserves the right to halt design work to call a meeting with Customer to refine the scope of work or halt the project until Customer is able to refine design requirements and specifications to be used by AngleLock. AngleLock reserves the right to charge additional design and engineering fees to Customer for the services provided by AngleLock, which such additional charges and fees shall be paid in accordance with these Terms and Conditions. The giving or failure to give advice or recommendations of any character by AngleLock shall not impose liability upon AngleLock nor grants Customer any license to the use of any of AngleLock's patents, inventions, trademarks, or trade names.

AngleLock does not guarantee any structural abilities of the assemblies and designs made in conjunction with the Customer. AngleLock is not responsible for testing or otherwise determining the sufficiency and applicability of the design. The Customer is responsible for determining or assuring that the design or the use application of the assembly conforms to applicable federal, state, or local laws, rules, or regulations.

15. INTELLECTUAL PROPERTY. All photographs, samples, descriptions, drawings or intellectual property provided by AngleLock to Customer shall remain the property of AngleLock and shall only be used by Customer to market AngleLock products to third parties. Customer shall include in any materials incorporating AngleLock intellectual property, all copyright and trademark notices provided by AngleLock. All such property shall be returned to AngleLock upon demand and any license created hereunder, implied or otherwise, is terminable at will by AngleLock and is hereby expressly terminated upon termination of this agreement as provided herein.

16. CONFIDENTIALITY. Unless otherwise agreed in writing by AngleLock, Customer will not disclose the pricing or other terms of this Order to any third party.

17. FORCE MAJEURE. Either party shall not be liable to the other party for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riot, civil commotions, wars, hostilities between nations, embargoes, actions by the government or any agency thereof, storms, fires, acts of god, accidents, strikes, sabotages, pandemics, epidemics, explosions, labor disputes, unavailability of or delays in procuring materials or supplier or other similar or different contingencies beyond the reasonable control of the respective Party.

18. GOVERNING LAW AND VENUE. All sales, Orders, Quotes and any exhibits and or attachments thereto, or contracts will be governed by and construed in accordance with the internal laws of the State of Wisconsin, United States, without any consideration of its conflicts of laws rules, including, without limitation, the Uniform Commercial Code as adopted in Wisconsin. The parties agree that all claims and disputes, including lawsuits and arbitration, arising out of the matters set forth in any sale, Order, Quote, or contract shall be brought, litigated, and or adjudicated in the courts of the State of Wisconsin for Ozaukee County, or the federal court for the Eastern District of Wisconsin. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum. **NEITHER THIS CONTRACT NOR ANY SALE OR ORDER FOR ANY PRODUCTS BY AngleLock SHALL BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON**
REV. 4.2.2025

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CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND THE PARTIES HEREBY DISCLAIM APPLICATION THEREOF.

19. RELATIONSHIP OF THE PARTIES. AngleLock is an independent contractor of Customer. Nothing contained herein shall be construed as creating any agency, partnership, employment, or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

20. NOTICES. Unless specifically addressed in any Section herein, all notices, claims, demands, rejections, and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section.

21. INTERPRETATION. These Terms and Conditions of Sale, together with the AngleLock Quote and Acceptance, are intended as the final expression of the agreement between AngleLock and Customer; however, if any of the terms provided above have been agreed upon between AngleLock and Customer within an independent agreement covering the scope of work, then such prior terms shall supersede these terms, but only if the independent agreement executed by AngleLock expressly states that its terms shall prevail.

The Customer acknowledges that from time to time this document may be updated by AngleLock. The current version of Terms and Conditions can be found on our company website AngleLock.com.